



City Commission Agenda
Monday, January 23, 2023, 5:30 p.m.
Blue Bonnet Community Building 1109 W 7th St.

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



1. AWARDS, PROCLAMATIONS, PRESENTATIONS:
HUGS donation to Recreation Center.

2. APPROVAL OF AGENDA

3. MINUTES – Approve the January 10, 2023 regular meeting and the January 18, 2023 special meeting.

4. ITEMS FROM CITIZENS

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

5. ITEMS FROM GROUPS:

6. CONSENT AGENDA

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

a. Acceptance of board minutes:

1. Liberal Housing Authority October 18th, November 15th and December 20th, 2022 regular meetings.

7. Public Water Supply Improvements.

- a. Ordinance No. 4595 – Authorizing a Loan Agreement with the State of Kansas Department of Health and Environment Public Water Supply Loan Fund for the Costs Associated with the City's Public Water Supply Project.
- b. Approval of Loan Agreement with the State of Kansas Department of Health and Environment Public Water Supply Loan Fund.
- c. Resolution No. 2394 – Authorizing a Dedicated Source of Revenue for the Repayment of a Loan, as Evidenced by the Loan Agreement Between KDHE and the City of Liberal, Kansas.
- d. Engineering Contract – Earles Engineering & Inspection, Inc.

8. Resolution No. 2393 – Moderate Income Housing (MIH) Grant.
9. LPD – 2020 Dodge Durango Patrol Vehicles.
10. Building Dept. – Recommendation for appointment to the Planning and Zoning Commission.
11. Discussion of Ordinance No. 4593 – Amendments to the zoning codes.
12. McCray Park Lighting.
13. Agreement for Runway Lighting Project.
14. CITY STAFF
15. CITY MANAGER'S REPORT
16. ITEMS FROM COMMISSIONERS
17. VOUCHERS

♦ **ADJOURNMENT**

THE REGULAR MEETING OF THE LIBERAL CITY COMMISSION

January 10, 2023

The regular meeting of the Liberal City Commission was held at 5:30 p.m. at the Blue Bonnet Community Building located at 1109 West 7th Street, on Tuesday, January 10, 2023.

Commission Present: Mayor Jeff Parsons, Vice Mayor Chris Linenbroker, Jose Lara, Janeth Vazquez, and Ron Warren.

City Staff Present: City Manager Rusty Varnado, Assistant City Manager Brad Beer, Assistant City Manager Chris Ford, City Clerk Alicia Hidalgo, Building Director Keith Bridenstine, Deputy Fire Chief Skeety Poulton, Recreation Director Matt Quint, Grants Director Karen LaFreniere, and City Attorney Lynn Koehn.

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

1. REORGANIZATION:

a. Election of Mayor:

Mayor Parsons opened the floor for nominations.

Vice Mayor Linenbroker nominated Commissioner Lara for Mayor. Commissioner Vazquez seconded the motion. The motion carried unanimously.

b. Election of Vice Mayor.

Mayor Parsons opened the floor for nominations.

Commissioner Vazquez nominated Jeff Parsons for Vice Mayor. Commissioner Warren seconded the motion. The motion carried unanimously.

A short recess was held.

2. AWARDS, PROCLAMATIONS, PRESENTATIONS. *None.*

3. APPROVAL OF AGENDA.

City Manager Varnado requested to add Grier House Discussion as Item #14.

Commissioner Warren moved to approve the agenda, as amended, with Commissioner Linenbroker seconding the motion. The motion carried unanimously.

4. MINUTES: - December 27, 2022, Regular Meeting Minutes.

Commissioner Vazquez moved to approve the December 27, 2022, regular meeting minutes, with Commissioner Linenbroker seconding the motion. The motion carried unanimously.

5. Items from Citizens.

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

- Malvin Love and Kiffiany Stevenson requested the Mahuron Park Building for the Juneteenth Celebration on June 15, 16, 17, and 18. Juneteenth is June 19. A schedule of events was handed out, and they went over the planned activities.
- Mr. Love stated everyone is invited to celebrate their culture. They appreciate having the building in the neighborhood and how well it is kept.

Commissioner Vazquez moved to waive the fees for the Mahuron Park Building on June 15-18 for the Juneteenth Celebration, with Commissioner Warren seconding the motion. The motion carried unanimously.

6. Items from Groups.

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

7. 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 Leases:

1. #36.00	First National Oil	\$1,706.01	1 Year.
2. #55.04	Jayhawk Southwest	\$916.52	1 Year.
3. #107.04	Jayhawk Southwest	\$2,036.70	1 Year.
4. #144.00	Seward County Activity Center	\$3,020.89	1 Year.
5. #172.04	Jayhawk Southwest	\$610.28	1 Year.
6. #184.00	Jayhawk Southwest	\$610.28	1 Year.

b. Approval of Cereal Malt Beverage (CMB) Licenses:

1. Fruteria Ojinaga 621 S. Kansas Ave.
2. Sabor a Mexico 719 S. Kansas Ave.

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

8. Ordinance No. 4592 – Regulation of Food Trucks.

Mayor Lara requested Commission consideration of Ordinance No. 4592, entitled “An Ordinance Repealing Ordinance 4504; Amending Code Chapter 5, Business Regulations; Reinstating the Previous Wording of Article 6 Solicitors and Peddlers; Creating Article 15 Mobile Food Vendors to the Code of Ordinances of the City of Liberal, Kansas.”

- Ordinance 4592 will clear the previously adopted mobile food vendor ordinance and create a new set of standards. It will give mobile vendors more freedom to be mobile.
- It was noted they are still not allowed on public property but can go to a sponsored event if written permission is granted. All the safety regulations will still be in place.

Commissioner Vazquez moved to approve Ordinance No. 4592, with Vice Mayor Parsons seconding the motion. The motion carried unanimously.

9. Fire Department – Purchase of Fire Hose for Tower 11 (New Aerial Apparatus).

- Deputy Fire Chief Skeety Poulton stated the Liberal Fire Department is seeking to purchase fire hose for the new aerial apparatus, Tower 11, that will be delivered later this summer. Fire hose is some of the most critical equipment on any fire truck, and it has been difficult to obtain within a reasonable time frame. Quotes were received from Casco Industries, Hays Fire and Equipment, and Co Pro Equipment for each. Staff recommends purchasing the fire hose from Casco Industries for a total price of \$11,652 with funding from ARPA funds.

Vice Mayor Parsons moved to accept the bid from Casco Industries for the purchase of fire hose for Tower 11, the new apparatus, in an amount not to exceed \$12,000, with Commissioner Warren seconding the motion. The motion carried unanimously.

10. Recreation Center – Hallways Flooring Project.

- Recreation Director Matt Quint stated they solicited bids for polished concrete in the hallways at the Rec Center and received two bids. Staff recommends Elite Concrete Coatings LLC for the Hallway Project in the amount of \$48,996.60.

- The timeframe was discussed along with the progress of the sprinkler system.

Vice Mayor Parsons moved to accept the bid from Elite Concrete Coatings, LLC for the Hallways Flooring Project in an amount not to exceed \$50,000, with Commissioner Vazquez seconding the motion. The motion carried unanimously.

11. BASE Grant Discussion.

- Grants Director Karen LaFreniere stated we were notified by the Department of Commerce that they are doing another round of BASE grants. We applied last February for three projects: H&O Industrial Park Improvements, Holly Ridge 4th Addition for street improvements, and Hackberry Extension for street improvements. They told us they will keep those three in line for consideration. If we want to make any changes, we can or we can apply for something else. We are only allowed three applications.

- City Manager Varnado recommends withdrawing the Industrial Park and putting the Water Project into the request if the Commission wants to proceed. Hackberry and Holly Ridge automatically get the reconsideration if you wish to proceed. We have spent the money that was pledged the first time, so we will have to get creative. We have enough money in Capital Improvements, Economic Development, and some of the other sales tax funds to cover what we committed. We will have to check if the County will still consider their portions. Matching funds for Holly Ridge was \$127,000 each and Hackberry was \$45,000 each. We will ask for the moon on the Water Project. We do not need any action tonight but will need a vote on the 23rd. It is not due until the 31st.

- Director LaFreniere noted the County previously pledged for the three previous projects. We need to verify because they were all ARPA funds. Hackberry Extension was sold to OC Custom Homes.

- City Manager Varnado noted a formal request will be presented at the next meeting.

- Mayor Lara stated they should ask if the new County Commission wants to hold a special meeting.

12. Work Session Dates for Water Project.

- City Manager Varnado stated Staff recommends a work session because the Water Project is so comprehensive and it's been a year since it was discussed. This gives Earles Engineering and the Water Department time to review the areas, needs, and costs associated with the project. KDHE said they will honor the 1.45% rate, up to \$4.65 million which is the rate they gave us in 2021. We put \$1.8 million in the proposed projects for next year that will be paid out of the sales tax, but if we can get \$4½ million at 1.45%, we have to at least consider taking on the whole project instead of just doing half.

- The work session will be on Wednesday, January 18, at 4 p.m. in the Blue Bonnet Building.

13. Next Meeting Date.

- City Manager Varnado and three Commissioners will be at State Capital for the pancake feed on the 24th, so he is requesting to move the next Commission meeting to Monday, January 23, 2023.

Vice Mayor Parsons motioned to move the next regular meeting to January 23 at 5:30 p.m. in this building, with Commissioner Vazquez seconding the motion. The motion carried unanimously.

14. Grier House Discussion.

- City Manager Varnado stated Steve will give you a rundown of what he's encountered since he's taken over the project. We have costly items that hit in between meetings. They recommend the Commission

give Staff a certain amount of money to operate on for the project and will still follow procurement policy and still give an update on the progress of the building. They have found termites, mold, and rotted beams.

- Projects Manager Steve Carroll stated they are restoring the Grier House. He gave the history of what was previously done and spent. They are working on the floors and they are sagging and have a lot of water damage along with other issues. He has three bids for the structural issues. Once that part is done, the project will move forward. The interior paint is 98% done and the exterior paint will be done in the spring. They want to fix the problems correctly.
- City Manager Varnado stated we had two bids for the floor when the agenda went out and one more just came in after the agenda deadline. They are soliciting a fourth bid. The project is stalled until the 23rd. It would be more efficient if they had a budget for the project.
- Additional discussion of the issues was held.
- It was noted \$150,000 is high, but it gives Staff flexibility. The money will come from the Economic Development Fund and there are sufficient funds in the account. The work will be done correctly.
- City Attorney Koehn questioned if they have bids now.
- They have three and all three have different solutions to fix the problems. Staff solicited an additional bid from a local contractor.
- City Attorney Koehn stated it is up to the Commission if they want to approve the particular bid or not, the different types of ways the contractors are suggesting to fix the problem, or if you want to give that discretion to them to do that not to exceed a certain amount. It is Commission's decision.
- City Manager Varnado stated they can address it as emergency spending up to \$25,000 and report back. They can set a threshold or have special meeting after special meeting to approve the funds.
- Commissioner Warren questioned if he can abstain from the item. He hasn't looked at it yet, but not qualifying him as an expert, he would put himself up against everybody that's bidding, even his company. It will be a different division of his company that would bid it as he does different work now, but he would like to look and see what the solution is and give his opinion.
- Commissioner Warren wants to look at it.
- Vice Mayor Parsons noted Commissioner Warren has decades of experience.

Vice Mayor Parsons motioned to allocate \$100,000 for the Grier House Project, at the City Manager's discretion to be funded from Economic Development, with Commissioner Linenbroker seconding the motion. The motion carried 4-0, with Commissioner Warren abstaining.

15. CITY STAFF

- Assistant City Manager Beer stated the Parks guys have been at Arkalon. Skeety went out and flew the drone from the inlet, all the way down the creek, and all the way down to the river bottom. There are a bunch of canyons full of tumbleweeds. They have to take care of some issues to get the water where it's supposed to go. With the drought, the canyon may be soaking up the water. It's a work in progress. Staff is servicing all the equipment. They will have Tommy Marcellas raise the cabin to add another brick layer and get that finished up. They will have it done by April. They are still waiting on manufacturers for components for Six Points intersection. Hopefully, within the next 30 days, we'll know when they will come in and reinstall everything. They just finished up about \$35,000 worth of manhole rehabs. They annually budget \$60,000. They do this every year. He hopes to have estimates on McCray Park lighting, Blue Bonnet and Mahuron at the same time. He talked to Southern Pioneer about Freeman Road and they will install a light on the curb. They got two EAS proposals today and will update the commission in the near future, as they are open to suggestions and comments until February 10.
- Assistant City Manager Ford gave an update on attendance at Air Museum. There were 570 more than the previous year and they had visitors from 49 states and tried to get 50th state of West Virginia. The

state sales tax changed on January 1 with a 2% reduction on food sales. A few vendors had problems with overcharging. It does not affect the Educational Sales Tax or the One Cent Sales Tax.

- Assistant City Manager Beer stated they were looking at an area to put a dog park. He talked to a lady walking her dog. She said she was meaning to write a letter to the City. She's from Florida and moved to Wichita. She is here taking care of her mother. She said Liberal has some of the nicest parks she has seen anywhere in the country.
- Deputy Fire Chief Skeety Poulton gave an update. They received the title on the engine we bought from the County. Captain Tyson Rice and his crew went through the entire pump. They didn't touch it until it was theirs. They went through it and made sure everything was solid. The guys are training up on it and it's much more of a truck than they thought it was. We got a really good deal on it and you should start seeing the truck on the streets in a week or two.

16. CITY MANAGER'S REPORT

- City Manager Varnado stated on Tuesday, January 17, the search committee will conduct zoom interviews for the Police Chief semifinalists. There were 18 applicants and they chose five to conduct Zoom interviews. They will narrow it down to two or three. They will have a meet and greet on January 26 with final interviews the following day and hopefully have a final answer the last week of January or the first week of February. The meet and greet will be on January 26 from 5 pm-7 pm. He along with the Mayor and Vice Mayor met with some developers and it was encouraging because they like a lot of the sites in Liberal. They are hopeful to get some additional housing. Their timeline was aggressive. We'll do our part and get it rolling. For your consideration, it was brought to our attention that some cities have their bi-monthly meetings one at noon and one in the evening. If that is something the Commission would like to consider moving forward, nothing imminent but just putting it out there. Other cities like Garden and Abilene do it. Downtown there are significant issues with turning. The bulbs cause a lot of problems so you will see construction around City Hall and 2nd Street as they are removing the bulbs and restructuring to make it safer for turns. For clarification, the Commission approved a contract with Dollar General last meeting, pending FAA approval. Dollar General did not jump to the front of the list to purchase the land. The City started the process with the current landowners in August and we're still not done with that. Dollar General agreement and escrow payment are still pending final FAA approval. They are nowhere close to taking possession of the land and we did not trump anybody nor bump anyone. We maintained the course and did it correctly.

16. ITEMS FROM COMMISSIONERS

Commissioner Warren is looking forward to this next year. Congratulations to Jose on being the Mayor for this year. He's glad he doesn't have to go to all the stuff you have to go to. When Rusty said something about meetings at 12, he joked he'd have to order concrete during the meeting. That could be challenging. He looks forward to this year and continuing to move forward.

Commissioner Linenbroker stated ditto except for the concrete.

Commissioner Vazquez said congratulations to our new Mayor and Vice Mayor. She thanked everybody who continues to attend the meetings. She has exciting news. She went through the Kansas Leadership Center and learned a lot of skills. They are very prestigious and very good. Last year, they came and did the Heartland Together Tour. They visited more than 20 rural communities. At the end of the day, what they want to do with the grant is support entrepreneurs in rural communities. Liberal was selected as a focus group. She'll get more details, as it's very preliminary. They want to come here and work with business owners and help them learn how to better support their businesses. She thinks it's big; she's been trying to get the Kansas Leadership Center to come for some time. They offer great classes, but not everyone has the opportunity to travel to Wichita. Some of the classes are 3 days and some are 7. It's hard for people to take off work for that. They will be focusing on both English and Spanish. It's exciting

because, at the end of the day, we want to help and support our small businesses. As more details come in, she will give an update. It's exciting.

Vice Mayor Parsons is excited about that. Congratulations to Jose, you'll be a fine Mayor.

Mayor Lara thanked the Commission for the trust they have in him. If he does half as good a job as you did Jeff, I think we'll have a great year. For the community, he is open for communication at any time. You can reach each out by email or phone call whenever you need. He is really excited about the year and what we have coming forward, as well as, hopefully, some housing. We've been pushing hard with different developers. He doesn't want to say their timeframe because they said the timeframe takes this long and that timeframe is amazing. Thank you to everybody.

17. VOUCHERS:

\$222,759.30 dated January 5, 2023.

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

Commissioner Linenbroker moved to adjourn, with Vice Mayor Parsons seconding the motion. The motion carried unanimously.

Jose Lara, Mayor

ATTEST:

Alicia Hidalgo, CMC, City Clerk

SPECIAL MEETING OF THE LIBERAL CITY COMMISSION
January 18, 2023

The special meeting of the Liberal City Commission was held at 4:00 p.m. at the Blue Bonnet Community Building located at 1109 West 7th Street, on Wednesday, January 18, 2023 with the Seward County Commission in attendance.

Commission Present: Mayor Jose Lara, Vice Mayor Jeff Parsons, Chris Linenbroker, Janeth Vazquez, and Ron Warren.

Mayor Lara called the meeting to order at 4:04 p.m.

1. BASE Grant discussion.

City Manager Rusty Varnado asks Karen LaFreniere to explain, for the new county commissioners, the BASE Grants history. Karen explains that the Grant is from the State of Kansas to help communities build infrastructure tying into economic development in the community. Karen then explains the projects which were applied for last year.

H & O property – certified site making it more marketable. Only one point off from getting the grant for this property. The entire plan is \$2,498,000 (two million four hundred ninety-eight dollars) with the grant paying 75% (seventy-five percent) and the 25% (twenty-five percent) to be split between the City and the County at \$312,268 (three hundred twelve thousand two hundred sixty-eight dollars) each.

Holly Ridge – on the north edge of town, is for 3 streets, water and sewer. Total for the project is \$2,030,000 (two million thirty thousand dollars). City and County split 6.25% (six and a quarter percent) at \$126,901 (one hundred twenty-six thousand nine hundred one dollars) each with Marvin Chance paying 12% (twelve percent).

Hackberry addition – off 15th Street by Meadowlark, which is John Smith's property, total project \$719,000 (seven hundred nineteen thousand dollars) with \$44,946 (forty-four thousand nine hundred forty-six dollars) each for City and County making Smith's share \$89,892 (eighty-nine thousand eight hundred ninety-two dollars).

Karen states that those are the projects which were applied for and they are still eligible for the grants or they can be changed to other projects. Vice-Mayor Parsons asks for the H & O property match with the County which Karen tells him the amount. Karen tells everyone that all 3 projects are close to \$500,000 for each the City and the County. County Commissioner Carr states it is \$484,115. Mayor Lara remembers the H & O property and believes it will help build out the area North in that area. City Manager Varnado clarifies the score which H & O received for the Grant and whether it has a good chance of qualifying this time. Karen states that they are gearing more towards economic development over just housing tying it into bringing people to the community. Had tried that with National and the dairy. April Warden, County Administrator, informed the County Commission, at their meeting the previous evening, that they have the opportunity as they have not spent their ARPA funds yet. Those funds could be reallocated to other projects if there are others with higher priority. County Commission would like the City's opinion/consensus on whether they plan to resubmit the same projects or have other priorities and match the funds as before. Vice-Mayor Parsons speaks first stating he still interested in H & O project because it is a good industrial project. Believes we have already committed money to the Holly Ridge so to resubmit would make sense.

Mayor Lara states that there is another housing project [clarification of location of Lambert Addition] which could save the City and County money when it gets developed by following through on these projects. There is interest in the property behind Village Plaza for multi-family units where they develop the streets and the infrastructure and everything that comes with it. Only have had a conversation with them which they have not committed anything yet but if they do then the timeline is from 4-6 months up to 2-2 ½ years to develop. City Manager Varnado states that there are about 4 different ways to come up

with the money to cover the City's part for the grants. Possibly reallocation ARPA to utilizing surplus from sales tax for Capital improvement.

Mayor Lara asks the County what their thoughts are on the projects or if they have a project which they feel is a priority over the presented ones. We just need to have the construction cost and estimates done to submit. April Warden states there is a lot to put together in a very short period of time and you do have to have cost analysis and all of you engineered information. If someone had been working on that then that's a probability but unlikely to put together something new by the deadline. City Manager Varnado states the closing for the resubmittal is January 31st. That window is now 2 short weeks which is why the City needs the County to decide tonight while the City officially decides on Monday. Commissioner Warren states that he believes these projects are still good and should try again. He believes these are still viable and hasn't heard of any other projects nor has anyone brought any forth. The County does have their ARPA funds to assist and there is no guarantee to get them but the chances seem better by showing them our commitment to wanting to move forward with these projects. The water project, which is the next agenda item, does not tie to the economic development therefore it is not eligible for the BASE grants. April points out to the County Commissioners what money they have available and where they could reallocate some funds. She points out that there is no guarantee to get them this time but it seems the chances are better especially if we were only a point away on the H & O. Karen confirms that they didn't seem very receptive to the housing projects and more infrastructure like for the H & O but this round they are talking more about housing projects. Commissioner Vasquez asks how we can be more marketable or anything we can do to help us get more points in the this. Karen states that she is not aware of anything else we can do nor does she know who makes the decision. It seems they want to spread it around the State so resubmitting with additional information should help. Adding information such as the new County Commissioners agreed to these could add to the chances of getting them. Turnaround is quick and should know something in February.

Commissioner Warren asks if they are submitted by priority. Karen says they are just submitted and the committee makes the decision as to what they are interested in doing. April agrees that they looking at the more economic development based projects in the first round but the first turned in will automatically be pushed through for reconsideration and they might possible approve some of those housing ones now. At lease they sounded a little more promising but April gets the impression that they're going to lean more towards your economic development even though housing is totally economic development based. It is not believed that all will be given but even just a single grant for the area would be nice.

County Commissioner Fuller asks if there is a way to track where you are standing or do you just hold your breath and wait. Karen confirms there is not a way to track it but the decision will be quick. Commissioner Warren reiterates that the odds seem better than if changes are made. Not only because of the inconvenience of trying to change something but it shows we are committed. County Commissioner Carr states that the County will approve any project the City is willing to go with and put the ball in the court of the City. April explains that the County did call the special meeting with the City and if wanted to take action tonight they could. Some of the owners have been contacted and they are still wanting to move forward with their projects. The City still has a resolution which stands as is for the projects. The County makes a motion and votes to approve the backing on the BASE Grants. County Commissioners then adjourn and leave.

2. Water Project.

Pete Earles, Earles Engineering, informs the commission of the need for the water line project. He explains why it needs to be done and what we are looking at via handouts (see attached).

Many system breaks and many are caused by build up in the line since most of them are cast iron. A 4" line can be reduced to 2" with growth. It can be cleaned but then it just grows back a year or two after making it a consistent process. Replacing the main lines throughout town are better than sewer since they are only about 3' to 4' deep meaning the excavation is not as much.

Jose Rosales brings in old pieces of water line to show the commission how bad the lines get. The pipes are thin plus with growth making them weaker. Most of the old pipes throughout town wanting to get rid of the cast iron which have to be 40+ years old.

To replace them with PVC & Poly for the service lines. PVC does not get the growth and the pressure rating determines the thickness of the pipe not the diameter of the line. Pete states that you want to replace with a pipe designed for 50% more than the estimated top pressure. Friction creates a problem with less pressure. Most cities are not less than an 8" line for mains. Brad asks about the ISO rating and Pete tells him that it would help with the ISO. The lines now are susceptible to collapse from a firetruck pumper.

Handouts are reviewed:

1-5 – numerous breaks in the line. Section 29.01 existing 4" line replaced with 8" approximate cost \$380,000

2-5 – all are 2" lines. Section 32.01 replaced with 8" approximate cost \$190,000; Section 32.02 replaced with 6" approximate cost \$325,000

3-5 – all are 2" lines. Section 33.01 replaced with 6" approximate cost \$42,000; Section 33.02 replaced with 6" approximate cost \$65,000

4-5 – Section 5.01 existing 2" line replaced with 6" approximate cost \$409,000; Section 5.02 & 5.03 replace with 6" approximate cost \$180,000 each; Section 5.06 existing 2" replace with 8" approximate cost \$272,000; 5.04 existing 4" replace with 6" approximate cost \$150,000; Section 5.05 existing 4" replace with 8" approximate cost \$386,000; Section 5.07 existing 4" tied to 8" partial replaced entirely with 8" approximate cost \$540,000

5-5 – Section 4.01 8" but old replace with another 8" approximate \$740,000; Section 4.02 existing 4" replaced with 6" approximate cost \$130,000

Vice Mayor Parsons has concerns with raising the rates for water to cover the cost. People would use it less by not watering lawns and causing the city to look drab.

Rate study requirement. Commissioner Linenbroker suggests that all the commissioners learn the rates from the area to inform the public. Next step by the City is to take action with the loan documents then turn it into the State and request bids after state approval. Pete states the process takes approximately 60 days to complete. Waiting for another funding source such as KIAC - Kansas Interagency Advisory Committee, mentioned by City Manager Varnado, is not worth it since they have already stated they will not be funding any sewer or water projects at this time. In the long run, will save water by not having lines burst as often and will save money by not having to replace/repair lines as often either. Mention of loan forgiveness, which Pete explains may be up to 30% but usually only 10% in reality. No further discussion.

The meeting adjourned at 5:40 p.m.

Jose Lara, Mayor

ATTEST:

Darla Harper, Deputy City Clerk

Consent Agenda

LIBERAL HOUSING AUTHORITY

1401 N. New York Ave.

Liberal, KS 67901

(620) 624-5501

Parklane Towers, Parklane Villa and Southlawn Manor

BOARD MEMBER	SERVICE ON BOARD	MEETINGS HELD	MEETINGS ATTENDED	TERM	ATTENDANCE TODAY
Katherine Owens	04/2019 to 04/2023	40	37	1 st	No
Eric Volden	1/2018 to 12/2025	34	30	1 st	Yes
Alaina Rice	5/2022 to 4/2026	36	32	1 st	Yes
LuWanna Hershey	05/2022 to 04/2026	36	33	1 st	Yes
Bambi Fulton	6/2020 To 6/2024	26	23	1 st	Yes
Ty Lewick Agency Director					Yes

October 18, 2022– Regular Meeting – 12:04 pm

This meeting was called to order by Chair Alaina Rice, at 12:11pm. Present: Alaina Rice, Eric Volden, LuWanna Hershey, Bambi Fulton and Ty Lewick. Absent: Katherine Owens

Items from Citizens – None

Consent Agenda –

- LuWanna Hershey moved to approve the Consent Agenda. Eric Volden seconded the motion. Motion passed 4-0.

Old Business – None

New Business –

- Resolution 525-10-22 Capital Funds – KS01P07250122
 - This resolution accepts the Capital Funds provided from HUD for 2022 in the amount of \$153,304.
 - Eric Volden moved to approve Resolution 525-10-22. Bambi Fulton Seconded the Motion. Motion passed 4-0.
- Resolution 526-10-22 HUD 5077 Civil Rights Certification.

- This resolution affirms that the Liberal Housing Authority carry out the public housing program in conformity with title VI of the Civil Rights Act of 1964.
- Bambi Fulton Moved to approve Resolution 526-10-22. LuWanna Hershey seconded the motion. Motion passed 4-0.
- Resolution 527-10-22 Fair Market Rent (FMR) and Flat Rate Adjustment
 - Each year HUD publishes the FMR for the local area. The Housing Authority must then take those rents and adjust the flat rent rates to no less than 80% of the FMR.

FY 2023 FMRs by Unit Bedrooms					
Year	1-Bedroom	2-Bedroom	3-Bedroom		
FY2023 Fair Market Rent	\$713	\$939	\$1143		
80% for Flat Rate Rent	\$570	\$751	\$914		
FY 2022 FLAT RENTS	\$524	\$608	\$812		

- LuWanna Hershey moved to approve Resolution 527-10-22. Eric Volden seconded the motion. Motion passed 4-0.

Commissioner comments – None

Director Comments – None

Eric Volden made the motion to adjourn the meeting at 12:34 pm. Bambi Fulton seconded the motion. Meeting Adjourned.

The next meeting will be on Tuesday, November 15, 2022 at 12:00 pm.

Respectfully submitted.



Chairman


Secretary

LIBERAL HOUSING AUTHORITY

1401 N. New York Ave.

Liberal, KS 67901

(620) 624-5501

Parklane Towers, Parklane Villa and Southlawn Manor

BOARD MEMBER	SERVICE ON BOARD	MEETINGS HELD	MEETINGS ATTENDED	TERM	ATTENDANCE TODAY
Katherine Owens	04/2019 to 04/2023	41	38	1 st	Yes
Eric Volden	1/2018 to 12/2025	35	31	1 st	Yes
Alaina Rice	5/2022 to 4/2026	37	33	1 st	Yes
LuWanna Hershey	05/2022 to 04/2026	37	34	1 st	Yes
Bambi Fulton	6/2020 To 6/2024	27	24	1 st	Yes
Ty Lewick Agency Director					Yes

November 15, 2022– Regular Meeting – 12:04 pm

This meeting was called to order by Chair Alaina Rice, at 12:06pm. Present: Alaina Rice, Eric Volden, LuWanna Hershey, Bambi Fulton, Katherine Owens and Ty Lewick. Absent: None

Items from Citizens – None

Consent Agenda –

- LuWanna Hershey moved to approve the Consent Agenda. Katherine Owens seconded the motion. Motion passed 5-0.

Old Business – None

New Business –

- Eric Volden made the motion to award each employee of LHA a \$50 performance bonus for the previous years' work. Bambi Fulton Seconded. Motion Passed 5-0.
- The Board of Directors and employee Christmas party will be at the next board meeting on December 20, 2022. It will be catered by Brickhouse BBQ.
- The director presented his progress on updating the ACOP. There was nothing to vote on as once complete there will be a period for public comment before implementation.

Commissioner comments – None

Director Comments – None

Alaina Rice made the motion to adjourn the meeting at 12:32 pm. Katherine Owens seconded the motion. Meeting Adjourned.

The next meeting will be on Tuesday, December 20, 2022 at 12:00 pm.

Respectfully submitted.



Chairman

Secretary

A handwritten signature in blue ink, appearing to read "Katherine Owens", is written over a horizontal line.

A handwritten signature in blue ink, appearing to read "Alaina Rice", is written over a horizontal line.

LIBERAL HOUSING AUTHORITY

1401 N. New York Ave.

Liberal, KS 67901

(620) 624-5501

Parklane Towers, Parklane Villa and Southlawn Manor

BOARD MEMBER	SERVICE ON BOARD	MEETINGS HELD	MEETINGS ATTENDED	TERM	ATTENDANCE TODAY
Katherine Owens	04/2019 to 04/2023	42	39	1 st	Yes
Eric Volden	1/2018 to 12/2025	36	32	1 st	Yes
Alaina Rice	5/2022 to 4/2026	38	34	1 st	Yes
LuWanna Hershey	05/2022 to 04/2026	38	35	1 st	Yes
Bambi Parker	6/2020 To 6/2024	28	25	1 st	Yes
Ty Lewick Agency Director					Yes

December 20, 2022– Regular Meeting – 12:00 pm

This meeting was called to order by Chair Alaina Rice, at 12:07pm. Present: Alaina Rice, Eric Volden (Arrived at 12:10pm), LuWanna Hershey, Bambi Parker, Katherine Owens and Ty Lewick. Absent: None Guests: Jack Rich, Eli Lanning, Marsha Mosburg, Cody Brawner, Rickie Deardorf, Linda McMechan

Items from Citizens – None

Consent Agenda –

- Bambi Parker moved to approve the Consent Agenda. Katherine Owens seconded the motion. Motion passed 4-0.

Old Business – None

New Business –

- Bids for New Extermination Contract.
 - Currently we are having Parklane sprayed for pests on a quarterly basis and this is just not often enough to keep the pests at bay. So we reached out to 3 local providers and requested bids to have Parklane Tower and Villas sprayed on a monthly basis.
 - Plunketts bid \$4,875 per year
 - Davis Pest Control bid \$5,100 per year

- Rine Extermination bid \$10,500 per year.
- LuWanna Hershey made the motion to approve the bid from Plunkett Pest control for \$4,875 per year. Bambi Parker Seconded. Motion passed (5-0).

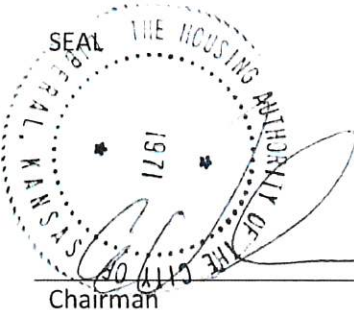
Commissioner comments – None

Director Comments – None

Alaina Rice made the motion to adjourn the meeting at 12:15 pm. Eric Volden seconded the motion. Meeting Adjourned.

The next meeting will be on Tuesday, January 17, 2023 at 12:00 pm.

Respectfully submitted.




Secretary

ORDINANCE NO. 4595

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN LIBERAL, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS PUBLIC WATER SUPPLY LOAN FUND FOR THE PURPOSE OF FINANCING A PUBLIC WATER SUPPLY PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

WHEREAS, the Safe Drinking Water Act Amendments of 1996 [PL 104-182] to the Safe Drinking Water Act (the "Federal Act") established the Drinking Water Loan Fund to assist public water supply systems in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Public Water Supply Loan Act, K.S.A. 65-163d *et seq.*, as amended (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Public Water Supply Loan Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Kansas Development Finance Authority (the "Authority") and KDHE have entered into a Pledge Agreement (the "Pledge Agreement") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public water supply projects (the "Projects") and to pledge the Loan Repayments (as defined in the Pledge Agreement) received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, Liberal, Kansas (the "Municipality") is a municipality as said term is defined in the Loan Act which operates a water system (the "System"); and

WHEREAS, the System is a Public Water Supply System, as said term is defined in the Loan Act; and

WHEREAS, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain a loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

Replace existing deteriorated public water supply waterlines.

(the "Project"); and

WHEREAS, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-15-50 through 28-15-65 (the "Regulations") applicable thereto necessary to qualify for the loan; and

WHEREAS, KDHE has informed the Municipality that it has been approved for a loan in amount not to exceed \$4,068,038.00 (the "Loan") in order to finance the Project; and

WHEREAS, the governing body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Loan and to enter into a loan agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Loan Agreement.

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

Section 1. Authorization of Loan Agreement. The Municipality is hereby authorized to accept the Loan and to enter into a certain Loan Agreement, with an effective date of April 26, 2022, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "Loan Agreement") to finance the Project Costs (as defined in the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the Mayor and the Municipality's legal counsel, the Mayor's execution of the Loan Agreement being conclusive evidence of such approval.

Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan. Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues (as defined in the Loan Agreement) sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, (c) pay all other amounts due at any time under the Loan Agreement, and (d) pay the principal of and interest on Additional Revenue Obligations (as defined in the Loan Agreement) as and when the same become due; provided, however, the pledge of the System Revenues contained herein and in the Loan Agreement (i) shall be subject to reasonable expenses of operation and maintenance of the System, and (ii) shall be junior and subordinate in all respects to the pledge of System Revenues to any Additional Revenue Obligations. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement. In accordance with the Loan Act, the obligations under the Loan and the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

Section 3. Further Authority. The Mayor, Clerk and other City officials and legal counsel are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Governing Law. The Ordinance and the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

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PASSED by the governing body of the City on January 23, 2023 and signed and **APPROVED** by the Mayor.

(SEAL)

Jose Lara, Mayor

ATTEST:

Alicia Hidalgo, City Clerk

APPROVED AS TO FORM ONLY.

Lynn Koehn, City Attorney

LOAN AGREEMENT

Between

**THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
ACTING ON BEHALF OF
THE STATE OF KANSAS**

and

THE CITY OF LIBERAL, KANSAS

KPWSLF PROJECT NO. 3077

EFFECTIVE AS OF APRIL 26, 2022

The interest of the Kansas Department of Health and Environment ("KDHE") in the Loan Repayments to be made by the Municipality and certain other revenues (the "Revenues") under this Loan Agreement have been pledged and assigned to the Kansas Development Finance Authority (the "Authority") pursuant to a Master Indenture. The interest of the Authority in the Revenues has been pledged as security for the payment of the principal of, redemption premium, if any, and interest on the Authority's State Revolving Fund Revenue Bonds, pursuant to the Master Indenture.

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RECITALS

KANSAS PUBLIC WATER SUPPLY LOAN FUND LOAN AGREEMENT

THIS LOAN AGREEMENT, effective as of April 26, 2022, by and between the KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT ("KDHE"), acting on behalf of THE STATE OF KANSAS (the "State"), and LIBERAL, KANSAS, a "Municipality" according to K.S.A. 65-163d, hereinafter referenced as the "Municipality";

WITNESSETH:

WHEREAS, the Safe Drinking Water Act Amendments of 1996 [PL 104-182] to the Safe Drinking Water Act (jointly, the "Federal Act") established the Drinking Water Loan Fund to assist public water supply systems in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Public Water Supply Loan Act, K.S.A. 65-163d *et seq.*, as amended (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Public Water Supply Loan Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary (the "Secretary") of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Secretary, Kansas Development Finance Authority (the "Authority"), and the Kansas Department of Administration (the "DOA") have entered into an Inter-Agency Agreement dated as of September 28, 2009, (jointly, the "Inter-Agency Agreement"), to define the cooperative relationship between KDHE, the DOA and the Authority to jointly administer certain provisions of the Loan Act; and

WHEREAS, the Authority and KDHE have supplemented the Inter-Agency Agreement by entering into a Master Indenture, dated as of November 1, 1997, as the same may be amended and supplemented from time to time (the "Master Indenture") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities (as defined in the Loan Act) for Public Water Supply Projects (the "Projects") and to pledge the Loan Repayments received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, the Municipality has made timely application to KDHE for a Loan to finance all or a portion of the Project Costs; and

WHEREAS, the State has approved the Municipality's application for a Loan, subject to the receipt of capitalization grants from the EPA pursuant to the Federal Act and proceeds of the Bonds when issued by the Authority.

NOW, THEREFORE, for and in consideration of the award of the Loan by KDHE, the Municipality agrees to complete its Project and to perform under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and attached hereto as a part hereof, as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

"Additional Payments" means the payments described in *Section 2.06* hereof.

"Additional Revenue Obligations" means any obligation for the payment of money undertaken by the Municipality which is payable from or secured by a pledge of, or lien upon, the System Revenues incurred after the date of execution and delivery of this Loan Agreement, and all Existing Revenue Obligations.

"Authority" means the Kansas Development Finance Authority, a public body politic and corporate and an instrumentality of the State, and its successors and assigns.

"Authorized Municipality Representative" means any person authorized pursuant to a resolution of the governing body of the Municipality to perform any act or execute any document relating to the Loan, or this Loan Agreement.

"Bonds" means the Kansas Development Finance Authority, Kansas Public Water Supply Revolving Loan Fund Revenue Bonds, issued in one or more series, pursuant to Master Bond Resolution No. 106, and supplements thereto.

"Code" means the Internal Revenue Code of 1986, and amendments thereto, and any applicable regulations thereunder promulgated by the Department of the Treasury.

"Continuing Disclosure Undertaking" means, with respect to any series of Bonds, the undertaking or agreement by KDHE and any other parties thereto with respect to continuing disclosure matters within the scope of the SEC Rule.

"Dedicated Source of Revenue" shall have the meaning ascribed thereto in *Exhibit B* attached hereto.

"EPA" means the Environmental Protection Agency of the United States, its successors and assigns.

"Event of Default" means any occurrence of the following events:

(a) failure by the Municipality to pay, or cause to be paid, any Loan Repayment required to be paid hereunder when due;

(b) failure by the Municipality to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) of this Section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Municipality by KDHE, unless KDHE shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period KDHE may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above if corrective action is instituted by the Municipality within the applicable period and diligently pursued until the Event of Default is corrected;

(c) failure by the KDHE to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Agreement which shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to KDHE by the Municipality, unless the Municipality shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period the Municipality may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above if corrective action is instituted by KDHE within the applicable period and diligently pursued until the Event of Default is corrected;

(d) any representation made by or on behalf of the Municipality contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is intentionally false or misleading in any material respect;

(e) any representation made by or on behalf of KDHE contained in this Agreement, or in any instrument furnished in compliance with or with reference to this Agreement, is intentionally false or misleading in any material respect;

(f) a petition is filed by or against the Municipality under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Municipality, such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal;

(g) the Municipality shall generally fail to pay its debts as such debts become due;

(h) failure of KDHE to promptly pay any Project Costs when reasonably requested to do so by the Municipality pursuant to *Section 2.03* hereof.

"Existing Revenue Obligation" means any obligation for the payment of money undertaken by the Municipality which is payable from or secured by a pledge of, or lien upon, the System Revenues existing or outstanding at the time of execution and delivery of this Loan Agreement by the Municipality.

"Federal Act" means the Safe Drinking Water Act, including the Safe Drinking Water Act Amendments of 1996 [PL 104-182] thereto.

"FIAC" means the Financial Integrity Assurance Conditions, attached hereto as *Exhibit I*.

"GAAP" means generally accepted accounting principles as applicable to municipal utility systems.

"Indebtedness" means any financial obligation of the Municipality evidenced by an instrument executed by the Municipality, including this Loan, Existing Revenue Obligations Additional Revenue Obligations, general obligation bonds or notes, lease or lease-purchase agreement or similar financial transactions.

"KDHE" means the Kansas Department of Health and Environment or its successors in interest.

"Loan" means the loan made by KDHE to the Municipality to finance or refinance a portion of the Project Costs pursuant to this Loan Agreement.

"Loan Act" means the Constitution and laws of the State of Kansas, including particularly K.S.A. 65-163d through 65-163u inclusive, as amended and supplemented.

"Loan Agreement" means this Loan Agreement, including the Exhibits attached hereto, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

"Loan Repayments" means the payments payable by the Municipality pursuant to *Section 2.05* of this Loan Agreement.

"Loan Terms" means the terms of this Loan Agreement provided in *Article II* hereof.

"Municipal Fiscal Year" means the twelve-month period ending on December 31 of each year.

"Municipality" means the City of Liberal, Kansas, its successors and assigns.

"Master Indenture" means the Master Indenture between the Authority and KDHE, dated as of November 1, 2010, and any agreement or agreements amendatory or supplemental thereto.

"Project" means the acquisition, design, construction, improvement, repair, rehabilitation or extension of the System described in *Exhibit A* hereto, which constitutes a project pursuant to the Loan Act for which KDHE is making a Loan to the Municipality pursuant to this Loan Agreement.

"Project Costs" means all costs or expenses which are necessary or incident to the Project and which are directly attributable thereto, including, but not limited to: (a) costs of any Loan reserves; (b) interest on the Loan during the construction of the Project; (c) principal of and interest on any temporary financing obligations issued by the Municipality to pay Project Costs incurred for contracts entered into on or after August 6, 1996; and (d) financing and administrative costs associated with the Loan Agreement.

"Public Water Supply System" means a system for the provision to the public of piped water for human consumption, if such system has at least ten (10) service connections or regularly serves an average of at least twenty-five (25) individuals daily at least sixty (60) days out of the year, and as further defined in K.S.A. 65-162a, and amendments thereto.

"Rating Agency" means Moody's Investors Service, Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Fitch Investors Service, Inc., and any other nationally recognized securities rating agency designated by the Authority.

"Regulations" means Kansas Administrative Regulations (K.A.R.) 28-15-50 to 28-15-65, and any amendments thereto promulgated by KDHE pursuant to the Loan Act.

"Revolving Fund" means the Kansas Public Water Supply Loan Fund established by the Loan Act.

"SEC Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time or such other similar rule regarding disclosure of information in securities transactions.

"Secretary" means the Secretary of KDHE

"State" means the State of Kansas, acting, unless otherwise specifically indicated, by and through KDHE, and its successors and assigns.

"System" means the water system of the Municipality, as the same may be modified or enlarged from time to time, including the Project described in *Exhibit A*, for which the Municipality is making the borrowing under this Loan Agreement, which constitutes or includes a Public Water Supply System.

"System Revenues" means all revenues derived by the Municipality from the ownership and operation of the System.

Section 1.02. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(c) All references in this Loan Agreement to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this Loan Agreement as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Loan Agreement as a whole and not to any particular Article, Section or other subdivision.

(d) The Table of Contents and the Article and Section headings of this Loan Agreement shall not be treated as a part of this Loan Agreement or as affecting the true meaning of the provisions hereof.

ARTICLE II

LOAN TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds and proceeds of Bonds, KDHE will loan an amount not to exceed \$4,068,038.00 to the Municipality to pay all or a portion of the Project Costs for the Project described in *Exhibit A* hereto. The final actual amount of the Loan may be reduced without revision of any other terms, provisions or conditions of this Loan Agreement, other than the Loan Repayment Schedule (*Exhibit B* hereto), to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality shall be responsible for any costs incurred by the Municipality in connection with the Project in excess of the amount of the Loan. Any amendment to *Exhibit B* shall be effected by written amendment to the Loan Agreement executed by all parties.

Section 2.02. Interest Rate. The gross interest rate on the loan shall be 1.45% per annum, which shall be assessed on the unpaid principal balance to be paid as set out in the Loan Repayment Schedule, *Exhibit B* hereto. This interest rate consists of a net loan interest rate, and a service fee, as described in *Exhibit B*. Any subsequent revision to the amount of the Loan or *Exhibit B* hereto shall not change the gross interest rate on the Loan.

Section 2.03. Disbursement of Loan Proceeds.

(a) Subject to the conditions described in this Section, KDHE agrees to disburse the proceeds of the Loan during the progress of the Project for Project Costs. Requests for disbursement may be submitted by the Municipality (in substantially the form attached hereto as *Exhibit E*), not more than once per month, in accordance with the procedures set forth by KDHE. Any request for disbursement must be supported by proper invoices and a certificate of the Authorized Municipality Representative to the effect that all representations made in this Loan Agreement remain true as of the date of the request and, based upon that information then available to such person, no adverse developments affecting the financial condition of the Municipality or its ability to complete the Project or to repay the Loan have occurred.

The Municipality may request disbursement for the following Project Costs:

- (1) any eligible planning/design costs incurred prior to execution of this Loan Agreement (initial disbursement request only);
- (2) disbursement for eligible Project Costs if such Project Costs have been incurred and are due and payable to Project contractors (actual payment of such Project Costs by the Municipality is not required as a condition of the payment request); or
- (3) interest becoming due on the Loan prior to the initial scheduled payment of principal;
- (4) the principal of and interest on any temporary financing obligations issued by the Municipality to pay Project Costs incurred for contracts entered into on or after August 6, 1996; and

(b) KDHE shall not be under any obligation to disburse any Loan proceeds to the Municipality under this Loan Agreement unless:

(1) there are moneys available in the Revolving Fund to fund the Loan, as determined solely by KDHE;

(2) the Municipality shall certify to KDHE that it has funds available to pay for that portion of the Project Costs not eligible (pursuant to the Loan Act or the Federal Act) to be funded under this Loan Agreement;

(3) no Event of Default by the Municipality shall have occurred and be continuing; and

(4) the Municipality continues to maintain reasonable progress towards completion of the Project.

Section 2.04. Schedule of Compliance; Completion of Project.

(a) The Municipality agrees to complete the Project in accordance with the Conditions Applicable to Construction of the Project set forth in *Exhibit C* attached hereto.

(b) The completion of the construction of the Project shall be evidenced to KDHE by a certificate signed by the Authorized Municipality Representative stating: (1) that the construction of the Project has been completed in accordance with the plans and specifications therefore; and (2) that all Project Costs have been paid, except Project Costs the payment of which is not yet due or is being retained or contested in good faith by the Municipality. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 2.05. Repayment of the Loan.

(a) *Loan Repayments.* The Municipality shall pay to KDHE, on or before the due dates, installments of principal and interest on the Loan in accordance with *Exhibit B* attached hereto, until the Loan has been paid in full. Installments of principal and interest on the Loan shall be computed and paid in accordance with the Loan Repayment Schedule on *Exhibit B* as in effect at any time under this Loan Agreement. Notwithstanding any other provision of this Loan Agreement, the first payment of principal and interest due on the Loan shall be made no more than one year after project initiation of operation. The final installment of principal under the Loan shall be fully repaid not later than 20 years after Project completion.

(b) *Prepayment of the Loan.* The Municipality may prepay the outstanding principal of the Loan, in whole, or in part, without penalty, if consent from KDHE is obtained. The municipality must provide a written request to KDHE of its desire to prepay, such request shall indicate the actual source of funds that will be used to make the prepayment (specifically proceeds from a tax-exempt bond issue, proceeds from a taxable bond issue, cash on hand, or some other instrument) and the desired date of prepayment. KDHE may require the prepayment date coincide with a scheduled repayment date. A partial prepayment may be made only if the prepayment amount is the greater of 10% of the original principal amount of the Loan or \$50,000. A new *Exhibit B* will be prepared by KDHE following receipt of any acceptable partial prepayment, reamortizing the remaining principal amount over the remaining term of the Loan.

Section 2.06. Additional Payments. The Municipality shall pay as Additional Payments the following amounts:

(a) Any amounts required to be paid by the Authority to the United States of America as arbitrage rebate, arising due to the Municipality's failure to expend proceeds of the Loan at the times certified to KDHE by the Municipality, that result in arbitrage rebate liability for the Authority, but only to the extent that the funds in the Rebate Fund established by the Master Indenture are insufficient to make such payments; and.

(b) All other payments of whatever nature which the Municipality has agreed to pay or assume hereunder.

Section 2.07. Financial Integrity Assurance Conditions. In accordance with the powers granted to the Secretary in the Loan Act, the Secretary may require at any time during the term of this Loan Agreement the requirement of FIAC for the Municipality; provided the Secretary shall not make such requirement so long as the Municipality maintains a financial rating on its general obligation bonds or Additional Revenue Obligations of not less than the lowest category of "A" from any Rating Agency. In addition, the Municipality may elect to comply with FIAC prior to the funding of the Loan or at any time during the term of this Loan Agreement. In either instance, the Municipality and the Secretary hereby agree the conditions are attached hereto as *Exhibit I*. The Municipality will cooperate fully with any recommendations and requirements imposed by the FIAC.

ARTICLE III

REPRESENTATIONS AND COVENANTS OF MUNICIPALITY

Section 3.01. Representations of the Municipality. The Municipality makes the following representations:

(a) ***Organization and Authority.***

(1) The Municipality is a municipal corporation duly created and validly existing under and pursuant to the constitution and statutes of the State.

(2) The Municipality has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain its System, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan Agreement.

(3) The Ordinance (adopted substantially in the form attached hereto as *Exhibit F*) and other proceedings of the Municipality's governing body approving this Loan Agreement and authorizing its execution, issuance and delivery on behalf of the Municipality, and authorizing the Municipality to undertake and complete the Project have been duly and lawfully adopted.

(4) This Loan Agreement has been duly authorized, executed and delivered on behalf of the Municipality, and, constitutes the legal, valid and binding obligation of the Municipality enforceable in accordance with its terms.

(b) **Full Disclosure.** To the best knowledge of the Municipality, there is no fact that the Municipality has not disclosed to KDHE in writing on the Municipality's application for the Loan or otherwise that materially adversely affects or that will materially adversely affect the properties, activities, or its System, or the ability of the Municipality to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreement under this Loan Agreement.

(c) **Non-Litigation.** There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (1) the legal organization of the Municipality; (2) its boundaries; (3) the right or title of any of its officers to their respective offices; (4) the legality of any official act taken in connection with obtaining the Loan; (5) the constitutionality or validity of the indebtedness represented by the Loan Agreement; (6) any of the proceedings had in relation to the authorization or execution of this Loan Agreement; (7) the collection of revenues of the System; (8) the levy and collection of unlimited *ad valorem* taxes to pay the principal of and interest on the Loan; or (9) the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(d) **Compliance with Existing Laws and Agreements.** To the best knowledge of the Municipality, the authorization, execution and delivery of this Loan Agreement by the Municipality, and the performance by the Municipality of its duties, covenants, obligations and agreements thereunder will not result in any breach of any existing law or agreement to which the Municipality is a party.

(e) **No Defaults.** No event has occurred and no condition exists that would constitute an Event of Default. The Municipality is not presently aware of any violation of any agreement which would materially adversely affect the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(f) **Compliance with Law.** The Municipality has, to the best of the Authorized Municipality's Representative's knowledge:

(1) complied with all laws, ordinances, governmental rules and regulations to which it is subject, including, without limitation, any public hearing or public notice requirements or environmental review requirements contained in the Loan Act, the Regulations and the Federal Act, the failure to comply with which would materially adversely affect the ability of the Municipality to conduct its activities, enter into this Loan Agreement or undertake or complete the Project; and

(2) obtained all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its property which, if not obtained, would materially adversely affect the ability of the Municipality to complete the Project or operate the Project.

(g) **Use of Loan Proceeds.** The Municipality will apply the proceeds of the Loan as described in *Exhibit D*:

(1) to finance or refinance a portion of the Project Cost; and

(2) where applicable, to reimburse the Municipality for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement by KDHE as a result of contracts entered into on or after to August 6, 1996 and is eligible for such reimbursement pursuant to the Regulations and the Code.

(h) **Project Costs.** The Municipality certifies that the Project Costs, as listed in *Exhibit D*, is a reasonable and accurate estimation and, upon direction of KDHE, will supply the same with a certificate from its consulting engineer stating that such Costs are reasonable and accurate estimations, taking into account investment income to be realized during the course of construction of the Project, if any, and other lawfully available money that would, absent the Loan, have been used to pay the Project Costs.

Section 3.02. Particular Covenants of the Municipality.

(a) **Dedicated Source of Revenue for Repayment of the Loan.** The Municipality hereby establishes the Dedicated Source of Revenue described on *Exhibit B* attached hereto, which Dedicated Source of Revenue is hereby pledged to the Loan Repayments, Additional Payments and all other obligations of the Municipality under this Loan Agreement.

(b) **Performance Under Loan Agreement.** The Municipality covenants and agrees in the performance of its obligations under this Loan Agreement:

(1) to comply with all applicable State and federal laws, rules and regulations (including, but not limited to the conditions set forth in *Exhibit C* hereto) as are applicable to this Loan Agreement; and

(2) to cooperate with KDHE in the observance and performance of the respective duties, covenants, obligations and agreements of the Municipality and KDHE under this Loan Agreement (including, without limitation the requirements contained in *Exhibit C* hereto).

(c) **Completion of Project and Provision of Moneys Therefore.** The Municipality covenants and agrees:

(1) to exercise its best efforts in accordance with prudent utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date set forth in *Exhibit C* hereto; and

(2) to provide, from its own financial resources, all moneys, in excess of the total amount of proceeds it receives under the Loan, required to complete the Project.

(d) **Delivery of Documents and Payment of Fees.** Concurrently with the delivery of this Loan Agreement and the closing of the Loan, the Municipality will cause to be delivered to KDHE:

(1) fully executed counterparts of this Loan Agreement;

(2) copies of the ordinance of the governing body of the Municipality authorizing the execution and delivery of this Loan Agreement, certified by an Authorized Municipality Representative, which shall be in substantially the form attached hereto as *Exhibit F* together with an affidavit of publication thereof in the official newspaper of the Municipality;

(3) an opinion of the Municipality's counsel substantially in the form set forth in *Exhibit G* attached hereto;

(4) FIAC, if required by the Secretary, or desired by the Municipality;

(5) such other certificates, documents, opinions and information as KDHE may reasonably require.

(e) ***Operation and Maintenance of System.*** The Municipality covenants and agrees that it shall, in accordance with prudent public water supply utility practice:

(1) at all times operate System in an efficient manner in accordance with applicable laws and regulations;

(2) maintain its System, making all necessary and proper repairs, renewals, replacements, additions, betterments and improvements necessary to maintain its System in good repair, working order and operating condition;

(3) implement any modification of the rates fees and charges for use of the System that comprise the Dedicated Source of Revenues as the Secretary may require to ensure repayment of the Loan in accordance with the provisions of the Loan Act; and

(4) take such other action as the Secretary may require in accordance with powers granted to the Secretary under the Loan Act and the Regulations.

(f) ***Disposition of System.*** The Municipality shall not sell, lease or otherwise transfer ownership of all or substantially all of its System without the consent of the Secretary. The Municipality shall provide the Secretary with ninety (90) days' prior written notice to KDHE of such sale, lease or transfer. No such sale, lease or transfer shall be effective unless compliance is with the provisions of *Section 4.02* hereof, assuming such sale, lease or transfer is deemed to be an assignment for the purposes of such Section. The provisions of this paragraph shall not be construed to prohibit the lease of portions of the System by the Municipality in connection with a lease-purchase transaction to finance improvements to the System; provided that a termination or an event of default by the Municipality under such arrangement shall not have a material adverse effect on the Municipality's Dedicated Source of Revenues.

(g) ***Records and Accounts.***

(1) The Municipality shall keep accurate records and accounts for its System (the "System Records"), separate and distinct from its other records and accounts (the "General Accounts"). Such System Records shall be audited annually by an independent certified public accountant or firm of independent certified public accountants, in accordance with generally accepted auditing standards, if municipal aggregate annual gross receipts are in excess of \$275,000 or if the municipality has outstanding debt in excess of \$275,000. Such audit may be a part of the single agency audit made in accordance with the Federal Single Audit Act of 1984, OMB Circular No. A-133, *Audits of States, Local Governments, and Non-profit Organizations* as amended in 1996 and 2003 and as may be further amended and revised. Such System Records and General Accounts shall be made available for inspection by KDHE at any reasonable time, and a copy of the Municipality's annual audit, including all written comments and recommendations of such accountant, shall be furnished to KDHE within 210 days of the close of the Municipal Fiscal Year being so audited. Such audit report shall be prepared in accordance with subsection (g)(2) hereof.

(2) The Municipality shall maintain financial statements in accordance with generally accepted government accounting standards defined in the Government Accounting, Auditing, and Financial Reporting Manual (1994 Ed.), or any revised edition, issued by the Government Finance

Officers Association. The financial information shall be prepared in accordance with generally accepted accounting principles (GAAP) for state and local governments.

(h) **Inspections.** The Municipality shall permit the EPA, KDHE and any party designated by KDHE to examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, including the System Records and General Accounts, and shall supply such reports and information as the EPA and KDHE may reasonably require in connection therewith.

(i) **Obligation to Provide Information if Notified by KDHE.** The Municipality agrees to provide to KDHE such annual financial information and operating data, together with ongoing notice of the occurrence of any "material event" (defined below), each with respect to the Municipality, as is necessary for KDHE to comply with each Continuing Disclosure Undertaking from time to time in effect. Such information, data and notices pursuant to this section will be required to be provided by the Municipality upon notice from KDHE that the Municipality is a Principal Participating Municipality (which is a borrower for which information and notices are required to be filed pursuant to a Continuing Disclosure Undertaking), as defined in a Continuing Disclosure Undertaking.

Timing. Any such financial information and operating data shall be provided by the Municipality to KDHE as soon as practicable after it is available, and any such notice of a material event shall be provided by the Municipality to KDHE promptly following the occurrence of the event. Existing Continuing Disclosure Undertakings require that any such financial information and operating data shall be filed by KDHE within 270 days after the end of the Municipal Fiscal Year, as defined in a Continuing Disclosure Undertaking, and that any such notice of a material event be filed by KDHE within 10 business days of the occurrence of the material event. The timing of such requirements may be different in a future Continuing Disclosure Undertaking, and a request by KDHE to the Municipality pursuant to this section may require that such information be provided to KDHE a reasonable period in advance of the filing dates required by a Continuing Disclosure Undertaking.

Annual Information. Any such financial information shall be accompanied by an audit report prepared in accordance with the provisions of subsection (g)(2) hereof, unless such subsection exempts the Municipality from such audit report requirement. The financial information shall be prepared in accordance with GAAP, unless the Municipality has received a waiver from such requirement as permitted by State Law, in which case it shall be prepared on such other basis of accounting that demonstrates compliance with State law. Such requirement for financial information and operating data may be satisfied by submitting the Municipality's comprehensive annual financial report (CAFR) and/or annual report of its System (if System revenues are included in the dedicated source of repayment), unless KDHE notifies the Municipality of the need for additional information. If an audit report is required to be prepared, but is not available within 270 days of the end of the Municipal Fiscal Year, un-audited financial information shall be provided to KDHE pending receipt of the audit report. If the method of preparation and the basis of accounting is changed to a basis less comprehensive than previously described, the Municipality shall provide a specific notice of such change to KDHE when the financial information is provided.

Event Notices. For purposes of this section, "material event" shall mean any event with respect to the Municipality (if it is a Principal Participating Municipality) required to be reported by KDHE pursuant to a Continuing Disclosure Undertaking. Upon a determination by KDHE that

the Municipality is a Principal Participating Municipality, KDHE will provide instructions to the Municipality identifying such events then required to be reported, and the Municipality agrees to report such events to the extent required by a Continuing Disclosure Undertaking. The existing Continuing Disclosure Undertakings require reporting by a Principal Participating Municipality of four events, relating generally to (i) bankruptcy or insolvency, (ii) merger, consolidation or acquisition, (iii) incurrence of a financial obligation or debt and (iv) default, acceleration, termination or modification of a financial obligation or debt.

(j) **Insurance.** The Municipality will carry and maintain such reasonable amount of all-risk insurance on all properties and all operations of its System as would be carried by similar municipal operators of Systems, insofar as the properties are of an insurable nature. The Municipality also will carry general liability insurance in amounts not less than the maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, or other similar future law (currently \$500,000 per occurrence).

(k) **Notice of Material Adverse Change.** The Municipality shall promptly notify KDHE of any material adverse change in the activities, prospects or condition (financial or otherwise) of the System, or in the ability of the Municipality to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(l) **Additional Covenants and Requirements.** The parties hereto acknowledge that this Loan Agreement may be assigned or pledged to secure Bonds or other financings of the Authority. Should it be necessary to modify any covenants or obtain or enhance the security of the Bonds or other financings, the parties agree to take all reasonable actions and make reasonable covenants and agreements necessary to accomplish such purpose to the extent permitted by applicable laws. The parties hereto acknowledge that in conjunction with the issuance of or providing security for any Bonds or other financings, KDHE reserves the right to obtain municipal bond insurance or any other form of credit enhancement with respect to this Loan Agreement. The Municipality acknowledges that the decision to obtain any such municipal bond insurance or other credit enhancement shall be at the sole discretion of KDHE and the Authority. The costs of obtaining such credit enhancement and related costs shall be borne by Revolving Fund. The municipality shall cooperate with KDHE, the Authority and any provider of such credit enhancement with respect to furnishing financial information required by *subsections (g) and (i)* of this section, or any other relevant information or operating data of the System reasonably necessary to obtain such credit enhancement or comply with the provisions thereof on an ongoing basis so long as this Loan Agreement is in effect.

ARTICLE IV

ASSIGNMENT

Section 4.01. Assignment and Transfer by KDHE. The Municipality hereby approves and consents to any assignment or transfer of this Loan Agreement that KDHE deems necessary in connection with the operation and administration of the Revolving Fund. The Municipality hereby specifically approves the assignment and pledging of the Loan Repayments and Additional Payments to the Authority, and the Authority's pledging of all or a portion of the same to the Bonds.

Section 4.02. Assignment by the Municipality. This Loan Agreement may not be assigned by the Municipality for any reason, unless the following conditions shall be satisfied:

- (a) KDHE and the Authority shall have approved said assignment in writing;
- (b) the assignee is a city, county, township, water district, improvement district or other political subdivision of the State or any combination thereof;
- (c) the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Municipality's duties, covenants, and obligations under this Loan Agreement; provided, however, such assignment shall not relieve the Municipality of its duties, covenants, and obligations under this Loan Agreement;
- (d) the assignment will not adversely impact KDHE's ability to meet its duties, covenants and obligations under the Authority under the Master Indenture, nor may the sale endanger the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and
- (e) the Municipality shall, at its expense, provide KDHE and the Authority with an opinion of a qualified attorney that each of the conditions set forth in *subparagraphs (b), (c), and (d)* hereof have been met.

ARTICLE V

DEFAULT AND REMEDIES

Section 5.01. Notice of Default. If an Event of Default shall occur, the non-defaulting party shall give the party in default and the Authority prompt telephonic notice of the occurrence of such Event of Default, provided the non-defaulting party has knowledge of such Event of Default. Such telephonic notice shall be immediately followed by written notice of such Event of Default given in the manner set forth in *Section 6.01* hereof.

Section 5.02. Remedies on Default. Whenever an Event of Default shall have occurred and be continuing, KDHE or the Municipality shall have the right to take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and to become due or to enforce the performance and observance of any obligation or agreement of KDHE or the Municipality (including, without limitation, withholding remaining Loan disbursements, cancellation of the Loan Agreement and acceleration of the remaining scheduled principal payments set forth on *Exhibit B*, or such other remedies provided to the Secretary in the Loan Act and the Regulations.

Section 5.03. Expenses.

(a) Upon the occurrence of an Event of Default on the part of the Municipality, and to the extent permitted by law, the Municipality shall, on demand, pay to KDHE the reasonable fees and expenses incurred by KDHE in the collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of the Municipality contained herein. Prior to incurring any such expenses, KDHE shall provide written notice to the Municipality that it intends to incur such expenses; provided, however, a failure by KDHE to give such notice shall not affect KDHE's right to receive payment for such expenses. Upon request by the Municipality, KDHE shall provide copies of statements evidencing the fees and expenses for which KDHE is requesting payment.

(b) Upon the occurrence of an Event of Default on the part of KDHE, and to the extent permitted by law and availability of appropriated funds by the Kansas Legislature, KDHE shall, on demand, pay to the Municipality the reasonable fees and expenses incurred by the in Municipality in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of KDHE contained herein. Prior to incurring any such expenses, the Municipality shall provide written notice to KDHE that it intends to incur such expenses; provided, however, a failure by the Municipality to give such notice shall not affect the Municipality's right to receive payment for such expenses. Upon request by KDHE, the Municipality shall provide copies of statements evidencing the fees and expenses for which the Municipality is requesting payment.

Section 5.04. Application of Moneys. Any moneys collected by KDHE pursuant to *Section 5.02* hereof shall be applied: (a) first, to pay interest on the Loan as the same becomes due and payable; (b) second, to pay principal due and payable on the Loan; (c) third, to pay expenses owed by the Municipality pursuant to *Section 5.03* hereof; and (d) fourth, to pay any other amounts due and payable hereunder as such amounts become due and payable.

Section 5.05. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Parties hereto is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. The parties hereto, in good faith, shall exercise such remedies with due diligence in a timely manner, however, no delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the parties hereto to exercise any remedy reserved to them in this *Article*, it shall not be necessary to give any notice, other than such notice as may be required in this *Article V*.

Section 5.06. Retention of Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the parties hereto shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the defaulting party at law or in equity, as such party may, in its discretion, deem necessary to enforce the obligations of the defaulting party pursuant to this Loan Agreement.

Section 5.07. Financial and Management Review. Upon failure of the Municipality to pay one or more installments of the Loan Repayments in a timely manner, or in the event that the Secretary deems it advisable or necessary, the Secretary, after consultation with the governing body of the Municipality, can require the Municipality to undergo a financial and management operations review or to comply with FIAC if permitted in accordance with *Section 2.07* hereof. The governing body shall correct any deficiencies noted during such review and adopt charges or surcharges as may be required by the Secretary during the term of this Loan Agreement.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when: (a) hand delivered; (b) mailed by registered or certified United States mail, postage prepaid; or (c) via telefax, with confirmation in the manner set forth in *subsection (b)*, to the parties hereinafter set forth at the following addresses:

- (1) to KDHE:

Department of Health and Environment
1000 SW Jackson - Suite 420
Topeka, Kansas 66612
Attention: Bureau of Water

- (2) with a copy to its General Counsel
to the Authority:

Kansas Development Finance Authority
534 S. Kansas Avenue, Suite 800
700 S.W. Jackson
Topeka, Kansas 66603
Attention: President,

with a copy to its General Counsel

- (3) to the Municipality:

at the address set forth on *Exhibit H*.

All notices given by telefax as aforesaid shall be deemed given as of the date of evidence of receipt thereof by the recipient. All notices given by registered or certified mail as aforesaid shall be deemed duly given as of the date they are so deposited in the United States Postal Service, if postage is prepaid. Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 6.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon KDHE and the Municipality and their respective successors and assigns.

Section 6.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Authority.

Section 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 6.06. Governing Law and Regulations. This Loan Agreement shall be governed by and construed in accordance with the laws of the State, including the Loan Act and the Regulations which Regulations are, by this reference thereto, incorporated herein as a part of this Loan Agreement.

Section 6.07. Consents and Approvals. Whenever the written consent or approval of the State shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Secretary.

Section 6.08. Further Assurances. The Municipality shall, at the request of KDHE, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be reasonably necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement.

SIGNATURE AND SEAL

IN WITNESS WHEREOF, KDHE and the Municipality have caused this Loan Agreement to be executed, sealed and delivered, effective as of the date above first written.



THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT,
acting on behalf of THE STATE OF KANSAS

By: Janet Stanek
Janet Stanek
Secretary
Kansas Department of Health and Environment

Date: 5-2-2022

THE CITY OF LIBERAL, KANSAS

(Seal)

By: _____
Jose Lara
(Printed Name)

Title: Mayor

Date: 1/23/2023

ATTEST:

By: _____
Alicia Hidalgo
(Printed Name)
Title: Clerk

EXHIBIT A

DESCRIPTION OF THE PROJECT

Replace 14 sections of old cast iron mains with 6 and 8-inch PVC in various locations throughout the city.

EXHIBIT B

DEDICATED SOURCE OF REVENUES AND LOAN REPAYMENT SCHEDULE

Dedicated Source of Revenue.

The Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, (c) pay all other amounts due at any time under the Loan Agreement, and (d) pay the principal of and interest on Additional Revenue Obligations as and when the same become due; provided, however, the pledge of the System Revenues contained herein (i) shall be subject to reasonable expenses of operation and maintenance of the System, and (ii) shall be junior and subordinate in all respects to the pledge of System Revenues to any Additional Revenue Obligations. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

Loan Repayment Schedule.

The Municipality and KDHE have agreed that interest becoming due semiannually on the Loan during the construction period for the Project may be capitalized and repaid as a part of the Loan. In this regard, KDHE shall give the Municipality written notice of each semiannual installment of interest becoming due during the construction period. At its option, the Municipality may elect to pay such amounts, and if so elected, must pay such amounts within 30 days of receipt of the notice of their becoming due. If the Municipality does not elect to pay such amounts within 30 days of receipt of such notice, the amount then due and owing as semiannual interest on the Loan shall be capitalized and added to the principal amount of the Loan and shall bear interest at the rate of interest set forth in *Section 2.02* hereof.

KANSAS PUBLIC WATER SUPPLY LOAN FUND

Preliminary Schedule for Construction Loan Agreement
Amortization of Loan Costs as of 4/26/2022

Project Principal: 4,068,038.00
Interest During Const.: 0.00
Service Fee During Const.: 0.00
Gross Loan Costs: 4,068,038.00

Prepared for:
City of Liberal, Project No. 3077

Gross Interest Rate Allocation	thru 8/1/2027	after 8/1/2027	Gross Interest Rate:	1.45%
Service Fee Rate:	1.10%	0.35%	First Payment Date:	2/1/2024
Net Loan Interest Rate:	0.35%	1.10%	Number of Payments:	40

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
1	2/1/2024	4,068,038.00	7,119.07	88,031.73	22,374.21	117,525.01	3,980,006.27
2	8/1/2024	3,980,006.27	6,965.01	88,669.97	21,890.03	117,525.01	3,891,336.30
3	2/1/2025	3,891,336.30	6,809.84	89,312.82	21,402.35	117,525.01	3,802,023.48
4	8/1/2025	3,802,023.48	6,653.54	89,960.34	20,911.13	117,525.01	3,712,063.14
5	2/1/2026	3,712,063.14	6,496.11	90,612.55	20,416.35	117,525.01	3,621,450.59
6	8/1/2026	3,621,450.59	6,337.54	91,269.49	19,917.98	117,525.01	3,530,181.10
7	2/1/2027	3,530,181.10	6,177.82	91,931.19	19,416.00	117,525.01	3,438,249.91
8	8/1/2027	3,438,249.91	6,016.94	92,597.70	18,910.37	117,525.01	3,345,652.21
9	2/1/2028	3,345,652.21	18,401.09	93,269.03	5,854.89	117,525.01	3,252,383.18
10	8/1/2028	3,252,383.18	17,888.11	93,945.23	5,691.67	117,525.01	3,158,437.95
11	2/1/2029	3,158,437.95	17,371.41	94,626.33	5,527.27	117,525.01	3,063,811.62
12	8/1/2029	3,063,811.62	16,850.96	95,312.38	5,361.67	117,525.01	2,968,499.24
13	2/1/2030	2,968,499.24	16,326.75	96,003.39	5,194.87	117,525.01	2,872,495.85
14	8/1/2030	2,872,495.85	15,798.73	96,699.41	5,026.87	117,525.01	2,775,796.44
15	2/1/2031	2,775,796.44	15,266.88	97,400.49	4,857.64	117,525.01	2,678,395.95
16	8/1/2031	2,678,395.95	14,731.18	98,106.64	4,687.19	117,525.01	2,580,289.31
17	2/1/2032	2,580,289.31	14,191.59	98,817.91	4,515.51	117,525.01	2,481,471.40
18	8/1/2032	2,481,471.40	13,648.09	99,534.35	4,342.57	117,525.01	2,381,937.05
19	2/1/2033	2,381,937.05	13,100.65	100,255.97	4,168.39	117,525.01	2,281,681.08
20	8/1/2033	2,281,681.08	12,549.25	100,982.82	3,992.94	117,525.01	2,180,698.26
21	2/1/2034	2,180,698.26	11,993.84	101,714.95	3,816.22	117,525.01	2,078,983.31
22	8/1/2034	2,078,983.31	11,434.41	102,452.38	3,638.22	117,525.01	1,976,530.93
23	2/1/2035	1,976,530.93	10,870.92	103,195.16	3,458.93	117,525.01	1,873,335.77
24	8/1/2035	1,873,335.77	10,303.35	103,943.32	3,278.34	117,525.01	1,769,392.45
25	2/1/2036	1,769,392.45	9,731.66	104,696.91	3,096.44	117,525.01	1,664,695.54
26	8/1/2036	1,664,695.54	9,155.83	105,455.96	2,913.22	117,525.01	1,559,239.58
27	2/1/2037	1,559,239.58	8,575.82	106,220.52	2,728.67	117,525.01	1,453,019.06
28	8/1/2037	1,453,019.06	7,991.60	106,990.63	2,542.78	117,525.01	1,346,028.43
29	2/1/2038	1,346,028.43	7,403.16	107,766.30	2,355.55	117,525.01	1,238,262.13
30	8/1/2038	1,238,262.13	6,810.44	108,547.61	2,166.96	117,525.01	1,129,714.52
31	2/1/2039	1,129,714.52	6,213.43	109,334.58	1,977.00	117,525.01	1,020,379.94
32	8/1/2039	1,020,379.94	5,612.09	110,127.26	1,785.66	117,525.01	910,252.68
33	2/1/2040	910,252.68	5,006.39	110,925.68	1,592.94	117,525.01	799,327.00
34	8/1/2040	799,327.00	4,396.30	111,729.89	1,398.82	117,525.01	687,597.11
35	2/1/2041	687,597.11	3,781.78	112,539.94	1,203.29	117,525.01	575,057.17
36	8/1/2041	575,057.17	3,162.81	113,355.85	1,006.35	117,525.01	461,701.32
37	2/1/2042	461,701.32	2,539.36	114,177.67	807.98	117,525.01	347,523.65
38	8/1/2042	347,523.65	1,911.38	115,005.46	608.17	117,525.01	232,518.19
39	2/1/2043	232,518.19	1,278.85	115,839.25	406.91	117,525.01	116,678.94
40	8/1/2043	116,678.94	641.73	116,678.94	204.34	117,525.01	0.00
Totals			367,515.71	4,068,038.00	265,446.69	4,701,000.40	

EXHIBIT C

CONDITIONS APPLICABLE TO CONSTRUCTION OF THE PROJECT

The standard conditions applicable to the Loan are:

- 1) Municipality agrees to expeditiously initiate and complete the Project in accordance with the following schedule:
 - a) Advertisement for bids will not be initiated without written authorization by KDHE.
 - b) Advertising for bids within 30 days of authorization to advertise.
 - c) Bid opening at least 30 days from advertisement for bids.
 - d) Notice of Award will not be issued without written authorization by KDHE.
 - e) Contract award within 60 days of bid opening.
 - f) Issuance of notice to proceed within 30 days of contract award.
 - g) Initiation of operation within 270 days of notice to proceed or no later than December 31, 2023.
 - h) Finalization of construction within 300 days of notice to proceed.
 - i) Project Performance Certification 365 days following Initiation of Operation.

KDHE must be promptly notified of any proposed changes to this schedule.

- 2) Prior to giving a notice to proceed, the Municipality must certify that all easements and rights-of-way necessary to allow construction of the Project have been obtained (*i.e.*, all real property has been acquired, bonafide options have been taken or formal condemnation proceedings have been initiated for necessary real property).
- 3) A final plan of operations shall be submitted by the Municipality for approval by KDHE at or prior to 50 percent construction completion. The plan of operation must include, but is not limited to, an overall Project completion schedule, annual operating cost projections for a minimum of five years, a description of the financial management system, and the projected revenues to operate and maintain the public water supply system. Revenue projections shall also include the Loan Repayments.
- 4) The final operations and maintenance manual must be submitted to KDHE at or prior to 90 percent construction completion. The operations and maintenance manual must include, but is not limited to, a description of the operation and managerial responsibility, detailed operation and controls, operators and personnel classification and requirements, operational testing, equipment maintenance schedule, operational records, and emergency operating and shut-down procedures.
- 5) The rates and ordinances enacting the System user charges and System use requirements shall be enacted prior to initiation of operation.
- 6) The Municipality agrees to make prompt payment to its contractor(s) of sums due for construction and to retain only such amounts as may be justified by specific circumstances and provisions of this Loan Agreement or the construction contract.

- 7) The Municipality hereby assures that the engineering firm principally responsible for supervising construction and for providing engineering services during construction will continue its relationship with the Municipality for a period of up to one year after initiation of operation of the Project. During this period, the engineering firm shall direct the operation of the Project, train operating personnel and prepare curricula and training material for operating personnel. The following specific requirements apply:
- a) The Municipality agrees the performance standards applicable to the Project are:
 - i) all construction deficiencies have been resolved.
 - ii) all testing requirements of the specifications have been performed and met.
 - b) The final plan of operation and operation and maintenance manual submitted in accordance with *Exhibit C*, Condition No. 3 and 4.
 - c) One year after completion of construction and initial operation of the Project, the Municipality shall certify to KDHE whether or not such Project meets the design specifications and requirements contained in subparagraph a. of this condition. Any statement of non-compliance must be accompanied by a corrective action report containing: an analysis of the cause of the Project's inability to meet performance standards; actions necessary to bring it into compliance, and a reasonably scheduled date for positive certification of the Project. Timely corrective action will be executed by the Municipality.
 - d) Municipality agrees to furnish KDHE with an annual report describing actions taken to date to achieve positive certification, planned future activities, the Project's status and potential for positive certifications.
- 8) If this Project is for a segment of a total project for the System, KDHE does not assume any obligation, commitment, or responsibility for funding any other anticipated steps, phases, segments or stages or any other improvements to the System not constituting the Project. The Municipality agrees to complete the total System improvements of which this Project is a part in accordance with the schedule presented in *Exhibit C (I)*, regardless of whether KDHE funding is available for the remaining System improvements.
- 9) The Municipality shall obtain any required Corps of Engineers Section 404 and/or Section 10 permit prior to awarding the construction contract.
- 10) The Municipality shall follow applicable state procurement laws and regulations.
- 11) The Municipality hereby agrees to implement measures to mitigate all known adverse environmental effects of this project. The following mitigative actions are required:
- a) proper grading, drainage and slope protection to eliminate erosion;
 - b) riparian habitat will be avoided, and disturbed areas will be reseeded with native plant species;
 - c) if any riparian trees are removed they will be replaced by pole plantings or saplings;
 - d) directional boring at all stream crossings, where practical, to minimize aquatic habitat impacts;
 - e) in the event that construction work uncovers buried archeological artifacts, the Kansas Historical Society should be contacted immediately; and
 - f) contacting KCC in the event of unexpected circumstances are encountered during construction such as the discovery of abandoned oil, gas, or exploratory holes.

- 12) The Municipality agrees and consents to KDHE's authority to monitor and enforce compliance with the mitigative measures identified in paragraph 11 above and the Loan Agreement conditions.
- 13) The Municipality further agrees that those members of the public who participate in the environmental review process shall have the right to appeal the decisions made within that process. Further, that all such appeals shall be conducted pursuant to the Kansas Administrative Procedures Act (K.S.A. 77-5501, *et seq.*) and the Act for Judicial Review (77-601, *et seq.*).
- 14) The Municipality agrees to comply with the Kansas Act Against Discrimination, K.S.A. 44-1001, *et seq.* and the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111, *et seq.* as provided by law and to include those provisions in every contract or purchase order relating to the Project so that they are binding upon such subcontractors or vendors.
- 15) In order to comply with KPWSLF wage rate requirements the Municipality shall,
 - a) insert in full in any contract funded by this loan agreement in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, wage rate contract provisions, found in 29 CFR 5.5, as indicated by EPA and US Department of Labor, generally known as Davis Bacon requirements;
 - b) while the solicitation remains open, shall monitor <https://beta.sam.gov/> on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The municipality shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the Municipality may request a finding from KDHE that there is not reasonable time to notify interested contractors of the modification of the wage determination. KDHE will provide a report of its findings to the Municipality.
 - c) incorporate any modifications or supersedes DOL makes to the wage determination contained in the solicitation if the contract is not awarded within 90 days of bid opening. Unless KDHE, at the request of the Municipality, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The Municipality shall monitor <https://beta.sam.gov/> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
 - d) review all subcontracts subject to Davis-Bacon entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
 - e) either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order, if the Department of Labor (DOL) issues a revised wage determination applicable to the contract after the award of a contract or the issuance of an ordering instrument due to a DOL determination that the municipality has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. The Municipality's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

- f) provide written confirmation in a form satisfactory to KDHE indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls;
 - g) interview a sufficient number of employees entitled to Davis Bacon Act prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 20 CFR 5.6 (a)(6), all interviews must be conducted in confidence. The Municipality must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of SF 1445 are available from EPA on request;
 - h) establish and follow an interview schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. The municipality shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
 - i) periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The municipality shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis -Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the municipality must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. The municipality must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the municipality shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
 - j) periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item (h) and (i) above.
 - k) must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact Julie Milazzo at Milazzo.Julie@epa.gov or 206-553-2429 ; and to the appropriate DOL Wage and Hour District Office listed at www.dol.gov/whd/america2.htm.
- 16) The Municipality must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements. Other civil rights laws may impose additional requirements on the Municipality. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

- 17) Municipalities that receive over \$100,000 in KPWSLF funds shall comply with the Anti-Lobbying Act, Title 40 CFR Part 34, and file an Anti-Lobbying Certification form and the Disclosure of Lobbying Activities form to KDHE when required. Furthermore, the Municipality shall require that the language of this certification be included in the award of any contracts funded by this loan.
- 18) The Municipality is prohibited from procuring goods or services from persons who have been convicted of violations of the Clean Air Act or the Clean Water act.
- 19) None of the funds made available by this loan agreement shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- 20) If project construction activities reveal the presence of lead pipes or lead appurtenances that are being used in the distribution system or used in service line assemblies up to the premise plumbing of the customer, the municipality will either replace the lead infrastructure or document the location of the lead infrastructure component and maintain such documentation for use in planning for a future removal project.

EXHIBIT D

USE OF LOAN PROCEEDS

The loan proceeds will be utilized to pay the costs of:

<u>Project Description</u>	<u>Approximate Cost</u>
1. Construction: Replace 14 sections of old cast iron mains with 6 and 8-inch PVC in various locations throughout the city.	\$3,455,038
2. Engineering: All actual costs of planning, design and construction engineering, construction inspection, final plan of operation, operation and maintenance manual, user charge and ordinance development, and project performance services.	\$603,000
3. Administration: All reasonable costs of legal and financial administrative support directly provided by the project, costs of interest during construction, emergency costs associated with the project activities during construction, and the costs associated with obtaining the necessary easements for the project.	\$10,000
<i>Total</i>	\$ 4,068,038

EXHIBIT E

INSTRUCTIONS FOR REQUESTING DISBURSEMENTS

1. All payment requests must be filed on the Outlay Report and Request for Disbursement Form and represent the actual completion level of the project at the date the request is prepared.
2. All cost entries must be based upon allowable work in place which is due and payable. This means that you may **not** request payment for:
 - a. Any work or services which have not been explicitly approved by the KDHE in the Loan Agreement or subsequent amendments.
 - b. Any work performed under a change order unless written approval of the change order has been given by the State.
 - c. Any ineligible project costs.
 - d. Any retainage which you are withholding from the construction contractor, engineer, etc.
 - e. Easements acquired through eminent domain are not eligible for funding.
 - f. Costs associated with the approval, preparation, issuance and sale of Bonds, and other costs incidental to normal operating overhead of a Municipality, whether performed by Municipal employees, the engineer, or the attorney.

It is essential that you understand the cost basis of the approved Loan amount. It is, therefore, necessary that you read the Loan Agreement (including all conditions) and its transmittal letter, any Loan amendments and Project correspondence, and that you maintain current and accurate files on all approved change orders. Failure to follow these procedures may result in your requesting and subsequently receiving overpayment of loan funds which later may, in turn, result in substantial inconvenience to you and the Municipality. This could include repayment or crediting to KDHE the interest earned on overpaid funds, and any penalties that can result from this action.

3. Submit an original signature of the form and one set of supporting documentation directly to:

Kansas Department of Health & Environment
Bureau of Water – SRF Disbursements
1000 SW Jackson Street - Suite 420
Topeka, Kansas 66612

You should retain one copy for your records.

EXHIBIT E - REQUEST FOR DISBURSEMENT FROM KDHE REVOLVING LOAN PROGRAMS

INDICATE WHICH LOAN PROGRAM THIS REQUEST IS FOR: KANSAS WATER POLLUTION CONTROL REVOLVING FUND _____ KANSAS PUBLIC WATER SUPPLY LOAN FUND _____		KDHE PROJECT NUMBER (REFER TO LOAN AGREEMENT) KWPCRF PROJECT # C20 KPWSLF PROJECT # _____	
DISBURSEMENT REQUEST FOR THIS LOAN? YES _____ NO _____	RECIPIENT INFORMATION NAME : _____ ADDRESS or PO box (include City, State, Zip) : _____		
The undersigned hereby requests that the following amounts be disbursed for the following Project Costs as defined in the loan agreement:			
Classification	Invoice amounts (invoices must be attached)	Invoiced from (list payee(s))	Description
a. Administrative expense (loan admin services, publication fees, attorney fees, etc.)			
b. Engineering services expense			
c. Land, easements (Not allowable under KWPCRF)			
d. Construction Contract Expense			
e. Equipment (by separate KDHE approved contract or procedure)			
f. Miscellaneous cost (not categorized above)			
g. Total Invoices Submitted (sum of lines a thru f)			
h. Deductions for other sources of funding used (from grants or cash on hand)			
i. Total Disbursement Requested from KDHE * (Line g minus line h)			
CERTIFICATION: I hereby state and certify that: (i) the amounts requested, are or were necessary and appropriate in connection with the purchase, construction and installation of the Project, have been properly incurred and are a proper disbursement of the proceeds of the Loan and that an inspection has been performed and all work is in accordance with the terms of the Loan; have been paid or are justly due as stated above; and have not been the basis of any previous requisition from the proceeds of the Loan; (ii) all representations made in the Agreement remain true as of the date of this request; and (iii) no adverse developments affecting the financial condition of the Recipient or its ability to complete the Project or to repay the Loan have occurred.			
RECIPIENT NAME: _____			
Signature of Authorized Certifying Official _____			
Typed or Printed Name and Title _____			
Date Signed	Telephone (Area Code, number & ext.)	Email	

EXHIBIT F

FORM OF MUNICIPALITY ORDINANCE

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF LIBERAL, KANSAS
HELD ON _____ [ORDINANCE DATE]**

The Governing Body of the City met in _____ [regular/special] session at the usual meeting place in the City, at _____ [meeting time], the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

(Other Proceedings)

Thereupon, there was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE CITY OF LIBERAL, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS PUBLIC WATER SUPPLY LOAN FUND FOR THE PURPOSE OF FINANCING A PUBLIC WATER SUPPLY PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

Thereupon, [Council member/Commissioner] _____ moved that said Ordinance be passed. The motion was seconded by [Council member/Commissioner] _____. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the Governing Body, the vote being as follows:

Yes: _____.

No: _____.

Thereupon, the Mayor declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. _____ and was signed and approved by the Mayor and attested by the Clerk. The Clerk was directed to publish the Ordinance one time in the official newspaper of the City.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

(SEAL)

_____ Clerk

(Published in [Official City Newspaper] on [publication date])

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE CITY OF LIBERAL, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS PUBLIC WATER SUPPLY LOAN FUND FOR THE PURPOSE OF FINANCING A PUBLIC WATER SUPPLY PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

WHEREAS, the Safe Drinking Water Act Amendments of 1996 [PL 104-182] to the Safe Drinking Water Act (the "Federal Act") established the Drinking Water Loan Fund to assist public water supply systems in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Public Water Supply Loan Act, K.S.A. 65-163d *et seq.*, as amended (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Public Water Supply Loan Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Kansas Development Finance Authority (the "Authority") and KDHE have entered into a Master Indenture (the "Master Indenture") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public water supply projects (the "Projects") and to pledge the Loan Repayments (as defined in the Master Indenture) received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, the City of Liberal, Kansas (the "Municipality") is a municipality as said term is defined in the Loan Act which operates a water system (the "System"); and

WHEREAS, the System is a Public Water Supply System, as said term is defined in the Loan Act; and

WHEREAS, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain a loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

Replace 14 sections of old cast iron mains with 6 and 8-inch PVC in various locations throughout the city.

(the "Project"); and

WHEREAS, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-15-50 through 28-15-65 (the "Regulations") applicable thereto necessary to qualify for the loan; and

WHEREAS, KDHE has informed the Municipality that it has been approved for a loan in amount not to exceed \$4068038 (the "Loan") in order to finance the Project; and

WHEREAS, the governing body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Loan and to enter into a loan agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Loan Agreement.

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

Section 1. Authorization of Loan Agreement. The Municipality is hereby authorized to accept the Loan and to enter into a certain Loan Agreement, with an effective date of April 26, 2022, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "Loan Agreement") to finance the Project Costs (as defined in the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the Mayor and the Municipality's legal counsel, the Mayor's execution of the Loan Agreement being conclusive evidence of such approval.

Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan. Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues (as defined in the Loan Agreement) sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, (c) pay all other amounts due at any time under the Loan Agreement, and (d) pay the principal of and interest on Additional Revenue Obligations (as defined in the Loan Agreement) as and when the same become due; provided, however, the pledge of the System Revenues contained herein and in the Loan Agreement (i) shall be subject to reasonable expenses of operation and maintenance of the System, and (ii) shall be junior and subordinate in all respects to the pledge of System Revenues to any Additional Revenue Obligations. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement. In accordance with the Loan Act, the obligations under the Loan and the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

Section 3. Further Authority. The Mayor, Clerk and other City officials and legal counsel are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Governing Law. The Ordinance and the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the governing body of the City on [Ordinance Date] and [signed][and **APPROVED**]
by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

[APPROVED AS TO FORM ONLY.

City Attorney

EXHIBIT G

FORM OF OPINION OF MUNICIPALITY'S COUNSEL

[Date]

Kansas Development Finance Authority
Topeka, Kansas

The Kansas Department of Health and
Environment, acting on behalf of
The State of Kansas
Topeka, Kansas

Re: Loan Agreement effective as of April 26, 2022, between the Kansas Department of Health and Environment ("KDHE"), acting on behalf of the State of Kansas (the "State"), and the City of Liberal, Kansas (the "Municipality")

I have acted as counsel to the Municipality in connection with the authorization, execution and delivery of the above referenced Loan Agreement (the "Loan Agreement"). In my capacity as counsel to the Municipality, I have examined original or certified copies of minutes, ordinances of the Municipality and other documents relating to the authorization of the Project, the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue (as defined in the Loan Agreement) for repayment of the Loan evidenced by the Loan Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Loan Agreement.

In this connection, I have examined the following:

- (a) an executed or certified copy of the Loan Agreement;
- (b) proceedings adopted or taken by the Municipality to authorize and approve the Project to be constructed with the proceeds of the Loan evidenced by the Loan Agreement;
- (c) Ordinance No. ____ of the Municipality (the "Ordinance") adopted on _____ [Ordinance Date], and other proceedings of the Municipality taken and adopted in connection with the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue for repayment of the Loan evidenced by the Loan Agreement; and

- (d) such other proceedings, documents and instruments as I have deemed necessary or appropriate to the rendering of the opinions expressed herein.

In this connection, I have reviewed such documents, and have made such investigations of law, as deemed relevant and necessary as the basis for the opinions hereinafter expressed.

Based upon the foregoing, it is my opinion, as of the date hereof, that:

1. The Municipality is a municipal corporation duly created, organized and existing under the laws of the State.
2. The Municipality operates a Public Water Supply System, as said term is defined in the Loan Act.
3. The Project has been duly authorized by the Municipality.
4. The Municipality has all requisite legal power and authority to, and has been duly authorized under the terms and provisions of the Ordinance to, execute and deliver, and perform its obligations under, the Loan Agreement.
5. The Loan Agreement has been duly authorized, executed and delivered by the Municipality and constitutes a valid and binding agreement of the Municipality enforceable in accordance with its terms, subject as to enforcement of remedies to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted, and subject further to the exercise of judicial discretion in accordance with general principles of equity. In rendering this opinion I have assumed due authorization, execution and delivery of the Loan Agreement by the State, acting by and through KDHE.
6. By adopting the Ordinance, the Municipality has duly authorized the Dedicated Source of Revenue for repayment of the Loan to be made pursuant to the Loan Agreement.
7. To the best of my knowledge, the execution and delivery of the Loan Agreement by the Municipality will not conflict with or result in a breach of any of the terms of, or constitute a default under, any ordinance, indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Municipality is a party or by which it or any of its property is bound or any of the rules or regulations applicable to the Municipality or its property or of any court or other governmental body.

Very truly yours,

EXHIBIT H

MUNICIPALITY'S NOTICE ADDRESS

City of Liberal
Attn: City Clerk
324 N Kansas Ave
Liberal, Kansas 67901

EXHIBIT I

FORM OF FINANCIAL INTEGRITY ASSURANCE CONDITIONS

Recitals

A. The Municipality has entered into a certain Loan Agreement (the "Loan Agreement") with KDHE, pursuant to the provisions of K.S.A. 65-165d *et seq.* (the "Loan Act") to finance improvements to the Municipality's public water supply system (the "System"), pursuant to the Program.

B. The Loan Act specifically grants to the Secretary of KDHE (the "Secretary") certain powers and remedies to enforce the Loan Agreement. The Loan Agreement permits the Secretary to require the Municipality to comply with conditions as a means of assisting the Municipality to maintain financial integrity of the System over the term of the Loan Agreement.

C. This conditions set forth KDHE's undertakings with respect to the Municipality, the Municipality's obligations to KDHE to assist in the performance of the Municipality's covenants pursuant to the Loan Agreement.

D. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

Agreements

IN ADDITION TO THE SPECIFIC COVENANTS OF THE MUNICIPALITY CONTAINED IN THE LOAN AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. **Quarterly Management Report.** The Municipality will complete a quarterly management report of financial information in the form prescribed by KDHE and review the same at the next meeting of the Municipality's governing body after completion of the report. A copy of the report as reviewed and approved by the Municipality's governing body will be retained in the official records of the Municipality and shall also be furnished to KDHE. The initial Quarterly Management Report shall be submitted to KDHE for the first full calendar quarter following execution of the loan agreement.

2. **Inspection of Books and Records.** The Municipality will make available its financial books and records for inspection by a duly authorized representative of KDHE upon reasonable written request of KDHE.

3. **Annual Budget.** Not later than the date required by statute, other legal document requirement or 120 days prior to the beginning of the Municipality's fiscal year, whichever is earlier, the Municipality's governing body will adopt a budget of anticipated receipts and expenditures of the System for the ensuing fiscal year. A copy of such adopted System budget will be retained in the official records of the Municipality and a copy shall be furnished to KDHE. The initial budget of the Municipality shall be submitted to KDHE for the fiscal year after the loan agreement is executed.

4. **Annual Audit.** If an annual financial audit is required by Section 2-92(k)(1) of the Loan Agreement, no less than 90 days prior to the end of the Municipality's fiscal year, the Municipality shall submit to KDHE a written report stating the identity of the certified public accountant that has been engaged to conduct the audit of the Municipality's financial records for the preceding fiscal year required by the Loan Agreement, and the anticipated date of receipt of the report of such audit. The Municipality shall cause an audit of its financial records, in a form required by the Loan Agreement, to be completed not less than 210 days after the end of each fiscal year or such earlier date as may be required by statute or other legal document requirement, whichever is earlier. The audit must include a calculation of the Debt Service Coverage Ratio in its notes. Copies of such audit report shall be: (a) submitted to the Municipality's governing body for review; (b) retained in the Municipality's official records; and (c) furnished to KDHE. The initial audit of the Municipality shall be submitted for the fiscal year in which the loan agreement was executed.

5. **Proposed Remediation Plan.** Within 60 days of receipt of the Municipality's audit report, KDHE shall review the same to determine compliance with the financial covenants contained in the Loan Agreement. If the Municipality is not in compliance with the financial covenants set forth in the Loan Agreement, KDHE will offer rate review services to the municipality. KDHE shall also review the audit and the quarterly management reports required by Section 1 hereof, for developing trends, which, if continued, will result in noncompliance in future years. Within 30 days after receipt of the rate review offered by KDHE, the Municipality's governing body will meet to review such recommendations and will submit to KDHE its written plan for curing the deficiencies and/or implementing the rate review recommendations.

9. **Term.** These conditions shall take effect upon signature of the loan agreement or amendment and delivery by the parties hereto, and will remain in effect until all payments to be made by the Municipality under the Loan Agreement have been paid in full.

10. **Binding Effect; Beneficiaries.** These conditions shall bind the parties hereto, their respective successors and assigns, and is made for the benefit of KDFA and KDHE, and the parties.

EXHIBIT J

FORM OF QUALIFIED USER CERTIFICATE

The undersigned is making the following representations and covenants on behalf of the City of Liberal (the "Municipality") in connection with the loan of funds to it (the "Loan") by the Kansas Department of Health and Environment ("KDHE"). The loan between KDHE and the Municipality (the "Loan Agreement") is dated April 26, 2022. The Municipality understands that all or a portion of the proceeds of its Loan may be funded with proceeds of bonds issued by Kansas Development Finance Authority ("KDFA") the interest on which is intended to be exempt from Federal income tax ("Tax-Exempt Bonds"). In the Loan Agreement the Borrower agreed that it would not use any portion of the proceeds of the Loan or the facilities financed with the proceeds of the Loan (the "Financed Facility") in a manner that could cause interest on any of the Tax-Exempt Bonds to become subject to income tax. Each of the following representations and covenants is made for the purpose of satisfying this covenant contained in the Loan Agreement.

1. In addition to the terms defined above, the following capitalized terms have the meaning set out below:

"Management or Operating Agreement" means a legal agreement with a Non-Qualified User where the Non-Qualified User provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. However, a contract for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing or similar services) is not a Management or Operating Agreement.

"Non-Qualified Use" generally means any use of the Financed Facility in a trade or business carried on by any Non-Qualified User that is different in form or substance to the use made of the Financed Facility by any other member of the general public. The rules set out in United States § 1.141-3 determine whether Bond Proceeds or the Financed Facility are "used" in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Regulations § 1.141-3.

"Non-Qualified User" means any person or entity other than a Qualified User.

"Opinion of Bond Counsel" means the written opinion of a firm of nationally recognized Bond Counsel acceptable to KDFA to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

"Qualified User" means the City, a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

2. The Municipality is the owner of the Financed Facility. As long as any portion of the Loan is unpaid the Municipality will never permit any of the Financed Facility to be used in any Non-Qualified Use without first notifying KDFA and KDHE in writing and obtaining an Opinion of Bond Counsel.

3. None of the proceeds of the Loan will be loaned directly or indirectly to any Non-Qualified User.

4. All costs previously paid by the Borrower that are to be reimbursed from the proceeds of the Loan either (1) were paid by the Borrower not more than 3 years prior to the date reimbursement is requested or (2) were for costs incurred in connection with the planning or design of the project paid prior to the date construction commenced. Loan proceeds will not be available to reimburse outstanding tax-exempt obligations of a political subdivision, except in certain limited circumstances. Should you wish to discuss applicable restrictions, please contact the KDHE Program Administrator.

5. No operating costs or expenses of the Municipality are being paid from the proceeds of the Loan.

6. The Municipality will not enter into any Management or Operating Agreement of the Financed Facility or lease any portion of the Financed Facility to any Non-Qualified User without first (1) notifying KDFA and KDHE in writing and (2) obtaining an Opinion of Bond Counsel.

7. Upon the written request of KDHE or KDFA the Municipality will provide written confirmation of compliance with each of the forgoing certifications and covenants in a form acceptable to KDHE and KDFA.

THE CITY OF LIBERAL

By: _____

Jose Lara
Printed Name

Mayor
Title

RESOLUTION NO. 2394

A RESOLUTION AUTHORIZING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF LOAN, AS EVIDENCED BY THE LOAN AGREEMENT BETWEEN THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT AND THE CITY OF LIBERAL, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LIBERAL, KANSAS:

Section 1. The City of Liberal, Kansas, has received authority to enter into a Loan Agreement with the Kansas Department of Health and Environment, which agreement was entered into on January 19, 2023, pursuant to Ordinance No. 4595.

Section 2. As a condition of receiving funds pursuant to the Loan Agreement, the City of Liberal, Kansas, is required to authorize a dedicated source of revenue for repayment of said loans.

Section 3. Any fees received by the City from any business or individual for the water services will provide a dedicated source of revenue for repayment of said loan.

Section 4. The fees and rates generated pursuant to Section 3 above will be sufficient to satisfy the terms of the above-referenced loan agreements.

Section 5. This Resolution shall be effective upon passage and adoption by the Governing Body of the City of Liberal, Kansas, and shall remain in effect until the terms of the above-referenced loan agreements are fully satisfied.

ADOPTED AND APPROVED by the Governing Body of the City of Liberal, Kansas, on the 23rd day of January, 2023.

Jose Lara, Mayor

Alicia Hidalgo, City Clerk

Earles Engineering & Inspection, Inc.

Civil & Structural Engineers · Construction Inspectors · Surveyors

116 N Augustus St.; McPherson, Kansas 67460

Phone: (785) 309-1060 Fax: (785) 309-1061

211 N. Kansas Ave.; Liberal, Kansas 67901

Phone: (620) 626 -8912 Fax: (620) 626-5408

112 W 4th St.; Pittsburg, Kansas 66762

Phone: (620) 308-5577

WOMEN OWNED MINORITY FIRM -

email: earlesinc@earleseng.com

web: earlesengineering.com

January 19, 2023

City of Liberal

324 N Kansas Ave

Liberal, Kansas 67901

Attn: Mayor & Council

RE: Engineering Plans for City of Liberal 2021 Waterline Projects

Dear Mayor & Council:

This letter is written to serve as a working agreement between City of Liberal, hereinafter referred to as the “**CLIENT**”, and Earles Engineering & Inspection, Inc. hereinafter referred to as the “**CONSULTANT**”. This contract shall include the KDHE SRF Contract Provisions for Consultant Contracts which are attached as Exhibit A and include:

- State of Kansas Act Against Discrimination
- EPA-Form 6600-06- Certification Regarding Lobbying

SCOPE OF WORK

Projects

- Golf Course (ID 29.01)
- Southlawn: Clay to Lincoln (ID 5.05)
- Virginia to Railroad; Railroad to Cedar (ID 4.01)
- Cain & Sycamore St.: from Pine St north to Walnut St (ID 5.07)
- Ziegler to Jewell (in alley) (ID 4.02)
- Calhoun St.: Lock St. north to 2nd St. (ID 5.01)
- Clay & Yale St. north to Elm Blvd. (ID 32.02)
- 3rd St.: Clay St. to Pershing Ave (ID 32.01)
- Webster St.: Ohio St. north to 2nd St. (ID 5.02)
- Prospect St.: Ohio St. north to 2nd St. (ID 5.03)
- George Ave.: US 54 north to Railroad Ave. (ID 5.04)
- Cain Ave. to Clay St. (ID 5.06)
- 9th St.: Nebraska St. to Missouri St. (ID 33.02)
- Alley at 11 St. between Kansas Ave & Washington St. (ID 33.01)

The total project cost is through a KDHE loan and is estimated at \$4,058,038.80

In order to provide for proper design of the water mains and to meet the public facility quality standards of the City of Liberal, it will be necessary to prepare detailed plans to guide construction procedures. Specific aspects of this process will include:

- I. Preliminary Design
 - A. Topographic Survey
 - B. Determine preliminary project details
 - 1) Location
 - 2) Street repairs
 - 3) Utility conflicts
 - 4) Location of existing stub out
- II. Complete Field Check Plans
 - A. Estimate of construction costs
 - B. Specifications
- III. Complete Office Check
 - A. Correct any findings from field check
 - B. Submit Office Check Plans to City review and approval
- IV. Final Design
 - A. Prepare final plans for City review
 - B. Provide final cost estimates
 - C. Submit to KDHE with permit for KDHE approval
- V. Bid Documents
 - A. Send out plans and specifications for Contractor bids
- VI. Receive Contractor Bids
 - A. Review Bids
 - B. Create contract between City and contractor
- VII. Inspection as needed (hourly)
 - A. Prepare all documentation for inspection
 - B. Be on-site as needed to provide construction review and testing
 - C. Prepare all pay vouchers for contractors
 - D. Prepare all reimbursements forms for KDHE
 - E. Prepare all documentation required by KDHE loan agreements

Printing

As part of the service contract, three (3) copies of the preliminary, three (3) copies of office check and three (3) copies of the final drawings and associated documents will be provided for review purposes.

Final materials to be delivered to the **CLIENT** at the conclusion of the project will include any maps, drawings, or other items assembled during the course of the project.

Timing and Scheduling

Earles Engineering & Inspection, Inc. can initiate work on the project within two (2) weeks of official notice-to-proceed. The proposal presented herein is oriented toward meeting the City schedule.

Fee Proposal

Based on the scope of professional services described above, the overall Lump Sum project cost will be:

- Surveying \$67,000.00
- Engineering
 - Preliminary Design
 - Field Check Plans
 - Office Check Plans
 - Final Design
 - Bid Documents
 - Contractor Contract Documents

TOTAL ENGINEERING FEE	\$230,500.00
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Construction Observation is estimated to be: \$305,500.00

Printing estimated at: \$750.00

The Client will be billed on a monthly basis, based on work completed to date.

Construction Inspection will be completed on an as needed based on hour rates and expenses with upper limits as shown above.

OTHER CONSIDERATIONS

This agreement may be extended through fee negotiation to include and additional services performed for the following reasons at any time in the future:

- A. When directed by people from your organization to perform additional services by written instructions.
- B. When subpoenaed by a litigant to make depositions or testify in any matter in which we have performed services for you. These services include preparation and research, travel, court appearances, and waiting at or in court at the request of any party to the proceedings or intended proceedings.

In recognition of the relative risks and benefits of the project to both the Client and the Design Professional, the Client agrees, to the fullest extent permitted by law, to limit the liability of the Design Professional and his or her subconsultants to the Client and to all construction contractors and subcontractors on the project for any claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Design Professional and his or her subconsultants to all those named shall not exceed the Design Professional's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

The right is reserved by the **CLIENT** to terminate this Agreement at any time, upon written notice, in the event that the project is abandoned or indefinitely postponed, or because the services of the firm are unsatisfactory or the firm fails to prosecute work with due diligence; provided, however, that in any such case the firm shall be paid the reasonable value of the services rendered up to the time of termination as mutually agreed.

The firm reserves the right to terminate this Agreement by written notice for any specific assignment whenever we believe that we cannot effectively serve you, when we have a conflict of interest, or when we cannot, for other ethical reasons, act on your behalf.

If the terms herein are satisfactory to you, would you please so indicate with the appropriate signature in the space provided at the end of this letter. Please retain one copy for your files and return the other to us.

Earles Engineering & Inspection, Inc.

Peter W Earles

Peter W. Earles, P.E.
CEO

Aurelia Patricia Earles

Aurelia Patricia Earles
President

City of Liberal

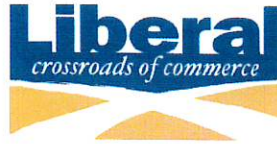
APPROVED BY:

By: _____

Title: Jose Lara, Mayor

Date: January 23, 2023

Email: jose.lara@cityofliberal.org



**CITY OF LIBERAL
CITY COMMISSION MEETING
JANUARY 23, 2023
AGENDA ITEM # 8**

To: Mayor Jose Lara
Vice Mayor Jeff Parsons
Commissioner Chris Linenbroker
Commissioner Janeth Vazquez
Commissioner Ron Warren

Date: January 17, 2023

From: Karen LaFreniere, Grant Director

SUBJ: Moderate Income Housing (MIH) Grant

**RESOLUTION NO. 2393: A RESOLUTION AUTHORIZING THE SUBMITTAL OF A
2023 KANSAS MODERATE INCOME HOUSING GRANT APPLICATION TO THE
KANSAS HOUSING RESOURCES CORPORATION**

OC Custom Homes has proposed to build approximately 19 homes at \$250,000 each plus street costs. The proposed project cost is approximately 7.5 million. The application to Kansas Housing Resources is for up to \$650,000 to offset home construction costs. Grant funds are pass through funds. The City of Liberal has no matching fund requirement for the project. A Rural Housing Incentive District application will be forthcoming.

Staff recommends approval of Resolution No. 2393 authorizing submittal of the 2023 grant application to Kansas Housing Resources Corporation.

RESOLUTION NO. 2393

**A RESOLUTION AUTHORIZING THE SUBMITTAL OF THE 2023 KANSAS
MODERATE INCOME HOUSING GRANT APPLICATION TO KANSAS
HOUSING RESOURCES CORPORATION**

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

WHEREAS, the City of Liberal is an eligible applicant for the Moderate-Income Housing Grant, as administered by Kansas Housing Resources Corporation, 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 Moderate-Income Housing grant application which if approved by KHRC, will provide up to \$650,000 for housing development for moderate income families; and

WHEREAS, the Grant, if awarded, will be used as a pass through to develop 19 single-family homes in Park Properties Fourth Addition.

WHEREAS, the City of Liberal, if awarded the 2023 Moderate Income Housing Grant will oversee and administer grant funds.

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, and authorizes the Mayor or Grant Administrator to sign all documents pertaining to the grant on behalf of the organization.

ADOPTED this 23rd day of January, 2023 by the Governing Body, City of Liberal, Kansas.

Jose Lara, Mayor

ATTEST:

Alicia Hidalgo, City Clerk



**LIBERAL POLICE DEPARTMENT
MEMORANDUM
CITY OF LIBERAL
CITY COMMISSION MEETING
January 23, 2023
AGENDA ITEM # 9**

TO: Mayor and City Commission

FROM: Chris Head

DATE: January 10, 2023

SUBJECT: 2020 Dodge Durango Patrol Vehicles

Summary

The Liberal Police Department is requesting to purchase three 2020 Dodge Durangos from the Kansas Highway Patrol. Each of the vehicles will have around 50,000 miles on them. These vehicles come equipped with emergency lights, sirens, a control panel, a push bar, and a rifle / shotgun rack. These vehicles will be used to replace vehicles that are currently on the line with nearly 100,000 miles on them. The majority of the equipment from the older vehicle can be transferred to the newer Durangos. That equipment includes the radios, MDT's and radars.

The price for each Durango is listed at \$29,600, making the total price for all three come to \$88,800.00. The Police Department budgeted a total of \$90,000.00 for vehicles in the 2023 budget.

cc: Rusty Varnado City Manager

OFFICE COPY

OFFICE USE

REQUISITION

P.O NUMBER

CITY OF LIBERAL
P.O. BOX 2199 PHONE (620-626-2273)
LIBERAL, KANSAS 67905-2199

VENDOR NUMBER

PURCHASING

☒ Regular ☐ Emergency ☐ Other

FROM: Jeffrey Wade
DEPARTMENT: Police
DIVISION: Administration

Please show both dates.

DATE ISSUED: 1/10/2023

DATE REQUIRED: 1/10/2023

QUANTITY	DESCRIPTION	ACCOUNT NUMBER	Estimated Unit Price	Estimated Total Price
3	2020 Dodge Durango VIN 1C4SDJFT5LC368424 VIN 1C4SDJFT9LC443058 VIN 1C4SDJF5LC443252	208-4210-47042 Project RS4210	\$29,600.00	\$88,800.00
1	Shipping		\$0.00	
Itemized Total				\$88,800.00
Total Requested				\$88,800.00

EXPLANATION:

The Liberal Police Department is in need of additional patrol cars to replace vehicles that are miled out. The deparment has three vehicles with 100,000 miles. The Kansas Highway Patrol has three 2020 Dodge Durango's equiped with emergency lights, sirens, a control box and a rifle/shotgun rack wach with less than 50,000 miles for the price of \$29,600 each. This money would come from the departments vehicle purchase fund.

Finance Director _____
Chris Ford
Purchasing Officer Jeffrey Wade
City Manager _____
City Manager

DATE
1-10-2023
DATE

DATE

ISSUE CHECK TO:
KHP Car Fund
930 NE Strait Ave
Topeka KS 66616
785-368-8701

I CERTIFY THAT THE SUPPLIES AND/OR SERVICES LISTED ARE PROPERLY
CHARGEABLE TO THE ABOVE ACCOUNTS (S).

[Signature]
Department Head
1/10/2023
Date

OFFICE COPY

DEPARTMENT COPY

OFFICE USE

REQUISITION

P.O NUMBER

CITY OF LIBERAL
P.O. BOX 2199 PHONE (620-626-2273)
LIBERAL, KANSAS 67905-2199

VENDOR NUMBER

PURCHASING

☒ Regular ☐ Emergency ☐ Other

FROM: Jeffrey Wade
DEPARTMENT: Police
DIVISION: Administration

Please show both dates.

DATE ISSUED: 1/10/2023

DATE REQUIRED: 1/10/2023

QUANTITY	DESCRIPTION	ACCOUNT NUMBER	Estimated Unit Price	Estimated Total Price
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1	Shipping			
Itemized Total				\$88,800.00
Total Requested				\$88,800.00

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Finance Director

Chris Ford

Purchasing Officer

Jeffrey Wade

City Manager

City Manager

DATE

1-10-23

DATE

DATE

ISSUE CHECK TO:

KHP Car Fund
930 NE Strait Ave
Topeka KS 66616
785-368-8701

I CERTIFY THAT THE SUPPLIES AND/OR SERVICES LISTED ARE PROPERLY
CHARGEABLE TO THE ABOVE ACCOUNTS (S).

Department Head

1/10/2023

Date

DEPARTMENT COPY

Kansas Highway Patrol

Fleet Sales

930 NE Strait Ave.
Topeka, KS 66616
(785) 296-8535



KANSAS HIGHWAY PATROL

Page 1 of 1

Agency	Liberal Police Department	Invoice #:	Temporary
Address	325 North Washington Ave.	Date:	1/10/2023
City	Liberal	State	KS
	Zip	67901	PO#:
			Check #:
Phone	620-626-0145	Email	jeff.wade@liberalpd.org
		Attn:	Captain Jeff Wade

Model Year	Description	Unit #	Qty	Unit Price	Total
2020	Dodge Durango Pursuit AWD 5.7 8 spd AT Remote start, Uconnect 4 Bluetooth, heated power mirrors, spotlamp & automatic temp control *Used Thunderstruck TVI Bumper *Used Lightbar *Used Siren System *Used Gun Locks Color: White VIN: 1C4SDJFT5LC368424 Mileage: 49698	20-419	1	\$27,750.00	\$27,750.00
			1	\$600.00	\$600.00
			1	\$600.00	\$600.00
			1	\$400.00	\$400.00
			2	\$125.00	\$250.00
2020	Dodge Durango Pursuit AWD 5.7 8 spd AT Remote start, Uconnect 4 Bluetooth, heated power mirrors, spotlamp & automatic temp control *Used Thunderstruck TVI Bumper *Used Interior Lights *Used Siren System *Used Gun Locks Color: White VIN: 1C4SDJFT9LC443058 Mileage: Under 50000	20-434	1	\$27,750.00	\$27,750.00
			1	\$600.00	\$600.00
			1	\$600.00	\$600.00
			1	\$400.00	\$400.00
			2	\$125.00	\$250.00
2020	Dodge Durango Pursuit AWD 5.7 8 spd AT Remote start, Uconnect 4 Bluetooth, heated power mirrors, spotlamp & automatic temp control *Used Thunderstruck TVI Bumper *Used Interior Lights *Used Siren System *Used Gun Locks Color: White VIN: 1C4SDJFT5LC443252 Mileage: Under 50000	20-961	1	\$27,750.00	\$27,750.00
			1	\$600.00	\$600.00
			1	\$600.00	\$600.00
			1	\$400.00	\$400.00
			2	\$125.00	\$250.00
Page Total					\$88,800.00

Invoice Total

\$88,800.00

Purchasers Signature

Date

Please Make Checks Payable To: Kansas Highway Patrol Car Fund

All Vehicles Must Be Picked Up In Topeka

Please pay from this invoice. No statement will be mailed



**CITY OF LIBERAL
CITY COMMISSION MEETING
January 23, 2023
AGENDA ITEM # 10**

TO: Mayor Jose Lara
Vice-Mayor Jeff Parsons
Commissioner Chris Linenbroker
Commissioner Janeth Vasquez
Commissioner Ron Warren

SUBJ: Recommendation for appointment to the Planning and Zoning Commission

FROM: Keith Bridenstine, Director of Building Services

DATE: January 13, 2023

The Planning and Zoning Commission voted at their regular scheduled meeting on January 12th 2023 to forward the application of Steve Merz to the City Commission. The Board asks the Commission to re-appoint Mr. Merz to the P/Z Commission for a term of 3 years.

RESUME FOR CITY OF LIBERAL BOARD APPOINTMENTS

Name: Steve Merz Date: 1-12-2023
Mailing Address: 1534 N Roosevelt Home Telephone: 620-482-3258
Residential Address: Same Occupation: Proj. Coordinator/Designer
Office Telephone: 620-482-3258 Office Address: Same

Board Preference(s):

1. Liberal Metropolitan Planning Commission & Board of Zoning Appeals
2. Arkalon Park
3. _____

EMPLOYMENT	JOB/TITLE	DATES OF EMPLOYMENT
<u>GBS Enterprises</u>	<u>Proj. Coordinator/Designer</u>	<u>8-2016 - Present</u>
<u>SCCC</u>	<u>Drafting Instructor</u>	<u>8-1992 - 8-2016</u>

Education, volunteer services, or other applicable experience or training:

<u>BS Degree</u>	<u>OPSU</u>	<u>Industrial Arts</u>	<u>1977</u>
<u>Kansas ICC</u>	<u>General Contractor</u>		<u>2017</u>

References:

	NAME	ADDRESS	POSITION
1.	<u>Greg Soelter</u>	<u>6926 E. Summerside Ct.</u>	<u>Bel-Aire KS Owner GBS</u>
2.	<u>Julia Parson</u>		<u>Keating Tractor</u>
3.	_____		

Signature 

Please return completed form to:
City Manager's Office
324 North Kansas Avenue, P.O. Box 2199
Liberal, KS 67905-2199
(620) 626-2202

* FOR STAFF USE ONLY *
* Appointed to: _____ *
* For a term of: _____ *



**CITY OF LIBERAL
CITY COMMISSION MEETING
January 23, 2023
AGENDA ITEM # 11**

TO: Mayor Jose Lara
Vice-Mayor Jeff Parsons
Commissioner Chris Linenbroker
Commissioner Janeth Vasquez
Commissioner Ron Warren

SUBJ: Ordinance 4593 Amendments to the zoning codes

FROM: Keith Bridenstine, Director of Building Services

DATE: January 12, 2023

Ordinance 4593 will amend the zoning codes to the city of Liberal. The amendments were approved by the Liberal Metropolitan Area Board of Zoning Appeals on January 12th, 2023 and sent to the City Commission for approval.

This is presented for consideration and review. The staff would ask for the commission to bring the matter for vote on February 28, 2023

Attached are two documents. One showing the changes: Red/lined through, to remove, green to add, and blue as notes to possible alternatives. The second document as a clean copy which has all of the changes as it would be with adoption.

ORDINANCE NO. 4593

AN ORDINANCE AMENDING THE ZONING CODE, TO THE CITY OF LIBERAL, SEWARD COUNTY, KANSAS,

WHEREAS, the Board of Zoning Appeals for the City of Liberal, Kansas held a public hearing on January 12, 2023 regarding amendments to the zoning code as described herein; and

WHEREAS, proper notices and procedures were followed by the Board of Zoning Appeals; and

WHEREAS, the Board of Zoning Appeals finds it advisable to amend the zoning code.

WHEREAS, K.S.A. 12-757, pertaining to amendments and revisions, allows for the amendments by ordinance when the City deems it advisable to do so.

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

Section 1. That pursuant to K.S.A. 12-757, the requested amendments are hereby granted for the Zoning Code to the city of Liberal:

Attachment #1 titled 2022 REVISION.

Section 2. That the City Clerk will file this ordinance in the Office of the Register of Deeds upon its passage and publication.

Section 3. That this Ordinance shall be effective upon its passage and adoption by the Governing Body of the City of Liberal, Kansas, and after its publication in the official City newspaper.

PASSED AND APPROVED by the Governing Body of the City of Liberal, Kansas, and signed by the Mayor this 14th day of February, 2023.

ATTEST:

Jose Lara, Mayor

Alicia Hidalgo CMC, City Clerk

**LIBERAL METROPOLITAN AREA PLANNING COMMISSION
AND
BOARD OF ZONING APPEALS**

Chairman:

Steve Merz

Vice Chairman:

Nick Schwindt

Commissioners:

Monalicia Arredondo

Jeff Hall

Ernesto Gotia Jr.

Jairo Vasquez

Darla Harper, Secretary (non-voting member)

City Zoning Administrator:

Keith Bridenstine

CITY COMMISSION

Mayor:

Jeff Parsons

Vice Mayor:

Chris Linenbroker

City Council:

Jose Lara

Janeth Vasquez

Ron Warren

City Manager:

Rusty Varnado

City Clerk:

Alicia Hidalgo

July 2022

City of Liberal

P. O. Box 2199

324 North Kansas Ave.

Liberal, KS 67905-2199

(620) 626-2261 FAX (620) 626-0572

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ZONING ORDINANCE

ORDINANCE NO. _____

A COMPREHENSIVE ZONING ORDINANCE REGULATING AND RESTRICTING THE USE OF LAND AND THE USE AND LOCATION OF BUILDINGS AND STRUCTURES; REGULATING AND RESTRICTING THE HEIGHT AND BULK OF BUILDINGS AND STRUCTURES AND DETERMINING THE AREA OF YARDS, COURTS AND OTHER PLACES SURROUNDING THEM; REGULATING AND RESTRICTING THE DENSITY OF POPULATION; DIVIDING THE CITY OF LIBERAL, KANSAS, AND THE ADJACENT EXTRATERRITORIAL AREA IN SEWARD COUNTY INTO DISTRICTS FOR SUCH PURPOSES; ADOPTING A MAP OF THE LIBERAL METROPOLITAN PLANNING AREA SHOWING BOUNDARIES AND THE CLASSIFICATION OF SUCH DISTRICTS; DEFINING CERTAIN OF THE TERMS USED IN SAID ORDINANCE; PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS' PROVISIONS; AMENDING SECTION 29-201 THROUGH SECTION 29-225 OF THE REVISED ORDINANCES OF THE CITY OF LIBERAL, KANSAS, 1960 AND ALL AMENDMENTS THERETO COMMONLY KNOWN AS THE "ZONING ORDINANCE" AND REPEALING SAID SECTION 29-201 THROUGH SECTION 29-225 OF THE REVISED ORDINANCES OF THE CITY OF LIBERAL, KANSAS, 1950 AND ALL AMENDMENTS THERETO, AND REPEALING ORDINANCE No. 3475 OF THE CITY OF LIBERAL, KANSAS, AND ALL AMENDMENTS THERETO.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LIBERAL:

ARTICLE 1.
TITLE, PURPOSE, AUTHORITY AND JURISDICTION

Section 1. Title. These regulations, including the zoning district maps made a part hereof, shall be known and may be cited as the “Zoning Regulations of the City of Liberal, Kansas and the Extraterritorial Area,” and shall herein after be referred to as “these regulations.”

Section 2. Purpose. These regulations are intended to serve the following purposes:

- A. To promote the public health, safety, morals, comfort and general welfare;
- B. To establish a variety of zoning district classifications according to the use of land and buildings with varying intensities of uses and standards whose interrelationships of boundary zones form a compatible pattern of land uses and buffer areas which enhance the value of each zone;
- C. To regulate and restrict the location, use and appearance of buildings, structures and land within each district and to zone for residential, commercial, industrial and other purposes including flood plains;
- D. To regulate and restrict the height, number of stories and size of buildings and structures including their distance from any street or highway; the percentage of each lot that may be occupied by buildings and other structures; and size of yards, courts and other open spaces;
- E. To protect property values and conserve energy and natural resources;
- F. To provide for adequate light and air and acceptable noise levels;
- G. To avoid the undue concentration of population and vehicular traffic and to prevent overcrowding the use of land and public facilities;
- H. To facilitate the adequate provision of transportation, water supply, sewage disposal, schools, parks and other public improvements;
- I. To provide adequate public notice on proposed changes in these regulations and zoning maps and an opportunity to be heard on such zoning matters;
- J. To establish and provide procedures for the Board of Zoning Appeals to consider appeals, variances and conditional uses as exceptions; and
- K. To implement the goals, policies and proposals of the comprehensive plan for the zoning jurisdiction.

Section 3. Authority. These regulations are adopted under authority established by K.S.A., 12-741 et seq., as amended, 12-736, 12-753 to 12-761 inclusive, 12-763, 12-764, 12-766, 12-3009 to 12-3012 inclusive, 12-3301 and 12-3302.

Section 4. Zoning Jurisdiction. These regulations shall apply to all buildings, structures and land within the corporate limits of the City of Liberal, Kansas and its Extraterritorial Area.

ARTICLE II
INTERPRETATION, CONSTRUCTION AND DEFINITIONS

Section 1. Rules of Interpretation.

- A. Minimum Requirements.** In their interpretations and application, the provisions of these regulations shall be held to be the minimum requirements for the promotion of the public health, safety, morals, comfort and general welfare.
- B. Overlapping or Contradictory Regulations.** Where the conditions imposed by the provisions of these regulations upon the use of land or structures are either more restrictive or less restrictive than comparable conditions imposed by any other provision of any other applicable law, ordinance, resolution, rule or regulations of any kind, the regulations which are more restrictive and impose higher standards or requirements shall govern.
- C. Private Agreements.** The provisions of these regulations are not intended to abrogate any valid easement, deed restriction, covenant or other private agreement of legal relationship, provided, that where the requirements of these regulations are more restrictive or impose higher standards or regulations than such private agreements, the requirements of these regulations shall govern. The City does not have a responsibility to enforce such private agreements.
- D. Unlawful Uses.** No use of land or structure which was not lawfully existing at the time of the adoption of these regulations shall become or be made lawful solely by reason of the adoption of these regulations; and to the extent that, and in any respect that, said unlawful use or structure is in conflict with the requirements of these regulations, said use or structure remains unlawful hereunder.
- E. Not a Licensing Regulation.** Nothing contained in these regulations shall be deemed to be a consent, license or permit to use any property or to locate, construct or maintain any structure or facility or to carry on any trade, industry, occupation or activity.
- F. Effect on Existing Permits.** For all purposes except single-family residential developments platted and recorded after January 1, 1992, nothing in these regulations shall be deemed to require any change in plans, construction or designated use of any land or structure in the event that: (See Art 2 Section 1-G)

1. A zoning permit for such use of land or structure was lawfully issued prior to the effective date of these regulations or the effective date of any amendment thereof; and
2. Such permit had not by its own terms expired prior to such effective date; and
3. Such permit was issued on the basis of an application showing complete plans for proposed construction and/or use; and
4. There has been a substantial change of position, substantial expenditure, substantial work performed or incurrence of substantial obligations by the permit holder in reliance on such permit other than purchase of land or preparation of design plans; and
5. Such issuance of a permit and change of position, expenditures, work or incurrence of obligations were made prior to the effective date of an amendment of these regulations which amendments would have made legal the issuance of such permit; and
6. Construction pursuant to such permit is completed prior to the expiration of such permit; and
7. When the use of land or a structure is completed under a permit to which this Section 2-100F applies, an occupancy certificate shall be issued in accordance with the zoning regulations in effect at the time the zoning permit was issued.

G. Vesting of Development Rights. For the purpose of single-family residential developments according to K.S.A. 12-764, as amended, development rights in such land use shall vest upon recording of a final plat of such land after January 1, 1992. If construction of a principle structure is not commenced on such land within five years of recording a final plat, the development rights in such land shall expire and, thus, all revisions to zoning or subdivision regulations becoming effective during the period vested shall thereafter apply to such platted land.

H. In the construction of these regulations, the provisions and rules of this Section shall be preserved and applied, except when the context clearly requires otherwise.

Section 2. Rules of Construction.

1. The singular number includes the plural and the plural the singular.

2. The present tense includes the past and future tenses and the future the present.
 3. The word “shall” is mandatory while the word “may” is permissive.
 4. The phrase “used for” shall include the phrases “arranged for,” “designed for,” “intended for” “maintained for” and “occupied for.”
 5. The person” includes an individual, firm, corporation, association, partnership, trust, governmental body and agency, and all other legal entities.
 6. The word “City” means the City of Liberal, Kansas.
 7. The words “Governing Body” mean the Mayor and Commission members of the City of Liberal, Kansas which together constitute the governing body.
 8. The word “Clerk” means the City Clerk.
 9. The words “Planning Commission” mean the Liberal Metropolitan Area Planning Commission.
 10. The words “Comprehensive Plan” mean the adopted and approved Comprehensive Development Plan for the City of Liberal, Kansas and surrounding Planning Area, which includes, among other elements, a plan for land use.
 11. The word “Board” means the Liberal Metropolitan Area Board of Zoning Appeals.
 12. The words “zoning jurisdiction” mean the area as defined in Article 1, Section 4 for which the jurisdiction of these regulations is applicable for zoning purposes.
 13. Unless otherwise specified, all distances shall be measured horizontally.
- I. Any word or phrase which is defined in this Article or elsewhere in these regulations shall have the meaning as so defined whenever used in these regulations, unless such definition is expressly limited in its meaning or scope.
- J. Words or terms not herein defined shall have their ordinary meaning in relation to the context as defined in a dictionary.

ARTICLE III RULES AND DEFINITIONS

Section 1. Rules: For the purpose of this Ordinance, the following rules shall apply:

1. Words and numbers used singularly shall include the plural. Words and numbers used plurally shall include the singular. Words used in the present tense shall include the future.
2. The word "**persons**" includes a corporation, members of a partnership or other business organization, a committee, board, trustee, receiver, agent or other representative.
3. The word "**shall**" is mandatory.
4. The word "**use**", "**used**", "**occupy**" or "**occupied**" as applied to any land or building shall be construed to include the words "**intended**", "**arranged**" or "**designed**" to be used or occupied.

Section 2. For the purpose of this Ordinance, certain terms or words used herein shall be interpreted or defined as follows, unless the context clearly indicated otherwise:

1. **ACCESSORY USE OF BUILDING:** A subordinate building located on the same lot or group of lots with the main building or a subordinate use of land, either of which is customarily incident to the main building or to the principal use of the land (including public utilities such as communication, electricity, gas, water, sewers plus their supports and incidental equipment). An accessory building shall not exceed 1,000 square feet in area and shall not exceed the height of the principal dwelling unit.
2. **AGRICULTURE:** The use of land for growing crops in the open, horticulture, nurseries, truck farms and accessory uses, including structures **not** in a designated flood plain, for carrying out agricultural operations; provided, however, such agricultural use **shall not include** the following uses: (See Section 3-100E4 for Exemptions.)
 - a. The maintenance and operation of commercial greenhouses or hydroponic farms, except in zoning districts where permitted
 - b. Retail sales as an accessory use, unless the same are otherwise permitted by these regulations.
 - c. The feeding of garbage to animals.

- d. The feeding, grazing or sheltering of domestic animals or fowl, e.g., horses, cows, swine, goats, chickens, pigeons, rabbits or fur bearing animals, but not including cats and dogs and other pets; unless such animals or fowl are otherwise permitted by City laws or regulations.
 - e. The operation or maintenance of a stockyard or commercial feed lot or a hog finishing facility.
 - f. Farm houses are considered to be single-family dwellings.
3. **ALLEY:** A public thoroughfare which provides only secondary means of access to abutting property, the right-of-way of which is twenty feet (20') or less in width.
 4. **ALTERATION:** Alteration, as applied to a building or structure, is a change or rearrangement in the structural parts of an existing building or structural. Enlargement, whether by extending a side, increasing in height, or the moving from one location or position to another shall be considered an alteration.
 5. **ANIMAL HOSPITAL OR CLINIC:** An establishment where animals are admitted principally for examination, treatment, board or care, by a Doctor of Veterinary Medicine. This does not include open kennels or runs.
 6. **APARTMENT:** (See DWELLING, MULTIPLE).
 7. **APPLICANT** The owner or duly designated representative of land proposed to be subdivided, or for which a special permit, amendment, variance, construction permit, or certificate of occupancy has been requested. Consent shall be required from the legal owner of the premises.
 8. **APPROVED PUBLIC SANITARY SEWER SYSTEM:** A sewage disposal plant, main sanitary sewer lines and other lines approved by the City Commission of Liberal, Kansas, and by the Kansas State Department of Health.
 9. **APPROVED PUBLIC WATER SYSTEM:** Water treatment plant and service lines approved by the City Commission of Liberal, Kansas, and by the Kansas State Department of Health.
 10. **ASSISTED LIVING:** Multifamily dwelling units used or designed to be used by older persons, persons with disabilities or other persons needing or desiring assistance with day-to-day living matters, but not including group homes, group housing, hospitals or convalescent care facilities.

Typical uses include retirement communities in which housekeeping services, common dining facilities and recreational and social activities are offered to residents.

11. **AUTOMOTIVE SERVICES:** Any building, structure, improvements, or land used for the repair and maintenance of automobiles, motorcycles, trucks, trailers, or similar vehicles including but not limited to body, fender, muffler or upholstery work, oil change and lubrication, painting, tire service and sales, or installation of CB radios, radios, car alarms, stereo equipment or cellular telephones.
12. **AVERAGE LOT WIDTH:** An average of the front and rear setback widths of any given lot.
13. **BASEMENT:** A story having part, but not less than one-half ($\frac{1}{2}$) of its' height below grade.
14. **BED AND BREAKFAST:** A family home, occupied as a permanent dwelling by the proprietor, in which lodging and meals are provided for time-limited durations to not more than four groups of patrons in a 24-hour period.
15. **BOARD OF ZONING APPEALS:** The board established by the city (also referred to as the BZA) to hear and determine appeals and variances. The Liberal Metropolitan Area Planning Commission is designated as the BZA.
16. **BOARDING HOUSE:** A building other than a hotel where, for compensation and by prearrangement for definite periods, meals, or lodging and meals, are provided for three (3) or more persons, but not exceeding twenty (20) persons.
17. **BUILDING:** Any structure designed, or intended for the enclosure, shelter or protection of persons, animals or property. When a structure is divided into separate parts by unpierced walls from the ground up, each part is deemed a separate building.
18. **BUILDING HEIGHT:** The vertical dimension measured from the average elevation of the finished lot grade at the front of the building to the highest point of a flat roof; to the deck line of a mansard roof; and to the average height between the plate and ridge of a gable, hip or gambrel roof.
19. **BUILDING OFFICIAL:** The person or persons designated by the Liberal City Commission to administer these regulations whether such person or persons be titled Building Official, Building Inspector, Administrative Officer or Enforcement Officer.

20. **CARPORT:** A structure intended for the storing of automobiles, consisting of a roof supported by structural members and open on all sides.
21. **CELLAR:** A story having more than one-half (1.2) of its height below grade.
22. **CHILD CARE CENTERS:** A child care facility providing care for thirteen (13) or more children which is licensed and regulated by the Seward County Health Department or the Kansas Social and Rehabilitation Services.
23. **CLINIC:** (See MEDICAL, DENTAL OR HEALTH CLINIC).
24. **COMMUNICATION TOWER:** Commercial AM/FM radio, television, microwave and cellular telephone transmission towers, electronic emission of any wave length and accessory equipment and buildings.
25. **COMPREHENSIVE PLAN:** A comprehensive plan made and adopted by the Planning Commission and co-adopted by the City Commission which, through a combination of text, charts and maps, sets forth data and establishes policies for general locations of various land uses, including streets, parks, schools, public buildings, utilities, and related uses.
26. **DAY CARE HOMES:** A facility providing care for six or less children in a residential structure as a home occupation and which is licensed and regulated by either the Seward County Health Department or the Kansas Social and Rehabilitation Services.
27. **DISTRICT:** A section or sections of the City for which the regulations governing the use of buildings and premises, the height of buildings, the size of yards and the intensity of use are uniform.
28. **DWELLING:** A building or portion thereof, but not a mobile home, designed or used for residential occupancy.
29. **DWELLING, SINGLE-FAMILY:** A building having accommodations for and occupied exclusively by one family.
30. **DWELLING, TWO-FAMILY:** A building having accommodations for and occupied exclusively by not more than two (2) families.
31. **DWELLING, MULTIPLE:** A building having accommodations for and occupied exclusively by more than two (2) families.

32. **EASEMENT:** A grant by a property owner to the public, a corporation, or a person(s) of the use of a recorded strip of land for certain specified purposes.
33. **EXTRATERRITORIAL AREA:** That area that lies outside the city limits of the City of Liberal that is defined in the Extraterritorial Map.
34. **FAÇADE:** A façade shall be considered any face of a building given special architectural treatment.
35. **FAMILY:** One or more persons occupying the premises and living as a single housekeeping unit, as distinguished from a group occupying a boarding house, fraternity or sorority house, lodging house, hotel or motel.
36. **FARM HOME AND BUILDINGS:** A dwelling and/or appurtenant structures located on land or lands on which crops or livestock are raised and predominantly support the home.
37. **FENCE:** An enclosure or barrier constructed of posts, supports, boards, wires, stakes, bricks, stones or rails that impairs the visibility and wind flow.
38. **FENCE HEIGHT:** The vertical distance measured from the side of the fence that is exterior to the property or from the lowest adjacent ground level to the top of the fence material. In the case of wire fencing, height shall be measured by the width of the material used, providing that when installed, the material is directly adjacent to the ground level.
39. **FLOOR AREA:** Floor area shall mean the gross floor area of the building.
40. **FRONTAGE:**
- a. All the property on one side of a street between two (2) intersecting streets (crossing or terminating) measured along the line of the street. Where a street is dead-ended, the frontage shall be considered as all that property abutting on one side between an intersecting street and the dead end of the street.
 - b. The width of a **lot**, measured at the front part of the **lot**
41. **GARAGE, PRIVATE:** An accessory building designed or used for the storage of not more than four (4) motor driven vehicles owned and used by the occupants of the building to which it is accessory.
42. **GARAGE, PUBLIC:** A building, or portion thereof, other than a private or storage garage, designed or used for equipping, repairing, hiring, servicing, selling or storing motor-driven vehicles.

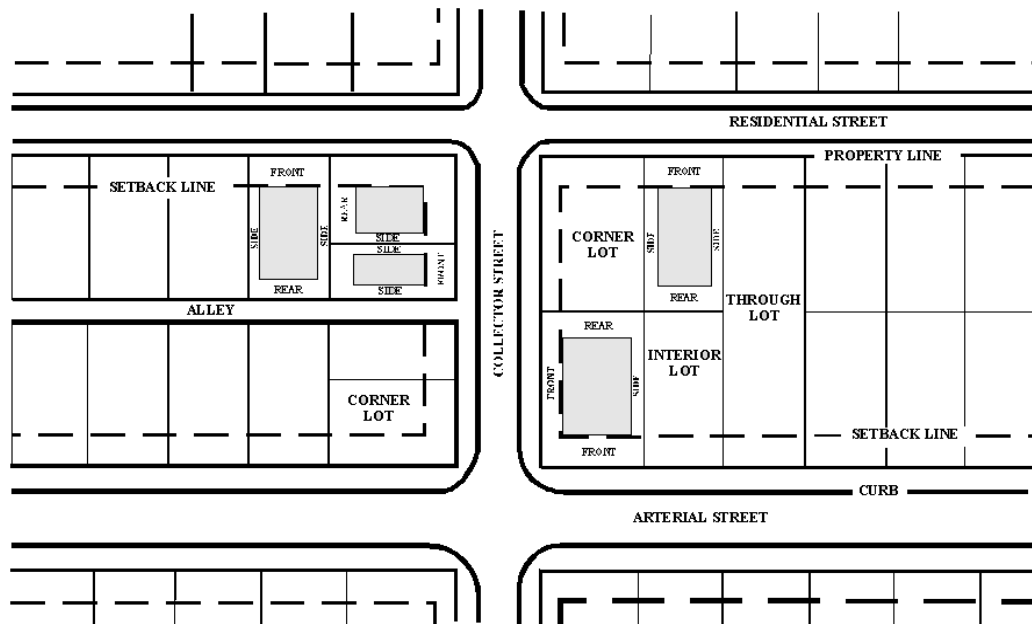
43. **GARAGE, STORAGE:** A building, or portion thereof, designed or used exclusively for housing four (4) or more motor-driven vehicles.
44. **GOVERNING BODY:** City Commission: Board of City Commissioners of the City of Liberal, Kansas
45. **GROUP DAY CARE HOMES:** A Day Care School or Nursery School providing care for a maximum of twelve (12) children in a residential structure as a home occupation and which is licensed and regulated by the Seward County Health Department or the Kansas Social and Rehabilitation Services.
46. **HOME OCCUPATION:** A Home Occupation is defined as a business, profession, occupation or trade conducted entirely within a dwelling or its' accessory building, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes, providing either a service or a product, yet does not change the character thereof, and in connection with which there is no commodity sold upon the premises except that which is produced thereon.
47. **HOTEL:** A building used as an abiding place for more than twenty (20) persons who are being lodged for compensation with or without meals.
48. **IMPERVIOUS SURFACE:** Mainly artificial structures----- such as pavements (roads, sidewalks, driveways and parking lots) that are covered by impenetrable materials such as asphalt, concrete, brick, stone----- and rooftops.
49. **INSTITUTION:** A building occupied by a non-profit organization or a non-profit establishment for public use.
50. **LIBERAL METROPOLITAN AREA PLANNING COMMISSION:** The appointed members of the commission recognized under Liberal City Code Chapter 17, Article 8.
51. **LODGING HOUSE:** A building or place where lodging is provided (or which is equipped regularly to provide lodging) by prearrangement for definite periods, for compensation, for three (3) or more persons in contradistinction to hotels open to transients.
52. **LOT OR PLOT:** A parcel of land occupied or intended for occupancy by one main building, together with its accessory buildings, including the open spaces required by this ordinance. A lot or plot may include more than one platted lot and may include parcels on separate sides of an alley or easement.

53. LOT (SOMETIMES ZONING LOT): A parcel of land lawfully platted in accordance with the Subdivision Regulations of the City of Liberal. Provided, however, that where there exists real property within the city which has not been subdivided, then Lot (sometimes Zoning Lot) shall be defined as a parcel of land under common ownership occupied or intended for occupancy by a use permitted in this ordinance, including one main building, together with its accessory buildings, the yards, parking and loading spaces required herein and having its principal frontage upon a street.

54. LOT, CORNER: A lot abutting upon two or more streets at their intersection. There shall be a setback on each street side of a corner lot no less than the front yard setback of the adjoining residential structures fronting on the same side of the street, except that the established side yard setback of the corner lot may be adjusted by application for a variance to the Board of Adjustment in cases where an unnecessary hardship is found. No accessory building shall project beyond the required or established setback line on either street.

55. LOT, DEPTH OF: The mean horizontal distance between the front and the rear lot lines.

Figure 1 - Lot Types & Setbacks



56. LOT, DOUBLE FRONTAGE: A lot having a frontage on two (2) non-intersecting streets as distinguished from a corner lot.

57. **LOT, INTERIOR:** A lot other than a corner lot.
58. **LOT OF RECORD:** A lot, which is a part of a subdivision, the plat of which has been recorded in the office of the Register of Deeds or a parcel of land, the deed of which was recorded in the office of the Register of Deeds.
59. **LOT WIDTH:** The width of a lot at the front yard line.
60. **LOT, ZONING:** A parcel or tract of land used, developed or built upon as a unit under single ownership or control. Said parcel or tract may consist of one or more lots of record, one or more portions of a lot or lots of record or any combination thereof.
61. **LOT OF RECORD:** A lot which is a part of a subdivision, the map of which has been recorded in the office of the Register of Deeds, or a lot described by metes and bounds, the description of which has been recorded in the office of the Register of Deeds. (Pertains to the Extraterritorial Area)
62. **MANUFACTURED DESIGN HOME - MOBILE HOMES:** A factory built structure or structure more than eight (8) feet in width and more than thirty-six (36) feet in length, equipped with the necessary service connections for required utilities, having the plumbing, heating, air conditioning and electrical systems contained therein and made so as to be readily movable as a unit or units on its or their own running gear and designed to be used as a dwelling unit or units without a permanent foundation. The phrase "without a permanent foundation" indicates that the support system is constructed with the intent that the mobile home placed thereon may be moved from time to time at the convenience of the owner. Any unit built prior to federal regulations that became effective July 15, 1976, will not be allowed. Mobile homes manufactured after that date must display a HUD Seal or data plate to verify their proper construction.
63. **MANUFACTURED HOME:** A structure which bears a seal indicating compliance with the federal manufactured home construction and safety standards established pursuant to 42 U.S.C. §5401, and constructed on or after June 15, 1976.
64. **MANUFACTURED HOME PARK:** Any area, piece, parcel, tract, or plot of ground equipped as required for support of manufactured homes and offered for use by the owner or representative for manufactured home park purposes and/or ground upon which three or more manufactured homes are parked, whether for compensation or not, including all accessory uses thereof. The term "manufactured home park" does not

include sales lots of which unoccupied manufactured homes are parked for the purpose of inspection and sale.

- 65. MANUFACTURED HOME RESIDENTIAL-DESIGN:** A manufactured home which is designed with the same appearance of an on-site, conventionally built, single-family dwelling and satisfies the criteria illustrated herein, and established in state statutes.

Figure 2 - Manufactured Home Residential Design



Residential Character:

Covered Entry
Front Porch
Landscaping
Pitched Roof

Architectural Details:

Window Elements

Manufactured Home Features:

Horizontal Lap Siding
Permanent Masonry foundation
Double-wide Manufactured Home

- 66. MANUFACTURED HOME SALES:** An establishment primarily engaged in the display and sale of manufactured homes.

- 67. MEDICAL, DENTAL OR HEALTH CLINIC:** Any building designed for use by one or more persons lawfully engaged in the diagnosis, care and treatment of physical or mental diseases or ailments of human beings; including, but not limited to doctors of medicine, dentists, chiropractors, osteopaths, optometrists and podiatrists; and in which no patients are lodged overnight.

- 68. MOBILE HOME:** A transportable structure larger than 320 square feet in floor area, designed to be used as a year-round residential dwelling, and built prior to the enactment of the Federal Mobile Home Construction and

Safety Act of 1974, which became effective for all mobile home construction on June 15, 1976.

69. MOBILE HOME PARK: Any park, court, camp, lot, area, piece, parcel, tract, or plot of ground upon which mobile homes are used, whether for compensation or not, including all accessory use thereof. This shall be a minimum of 5 acres of land.

70. MODULAR HOME: A dwelling structure located on a permanent foundation and permanently connected to public utilities, consisting of preselected, prefabricated units or modules, and transported to and/or assembled on the site of its permanent foundation; in contradistinction to a dwelling structure which is custom-built on the site of its permanent location; and also in contradistinction to a mobile home, either single-wide, double-wide or of multiple width, located on a permanent foundation and permanently connected to public utilities; and further, that it conforms to the present city building, housing, electrical and plumbing codes. Such conformity may be either to the adopted codes of the city or by reciprocal conformity agreement between the building inspector of the city and a similar municipal official who inspects and approved the modular home at the place of its manufacture, according to a previously and mutually agreed set of standards.

Figure 3 - Modular Home



Residential Character:

Pitched Roof
Covered Entry
Enclosed Garage

Architectural Details:

Eave Projection
Varying Depths
Ornamental Windows

Modular Features:

Modules for on-site construction

Permanent Features:

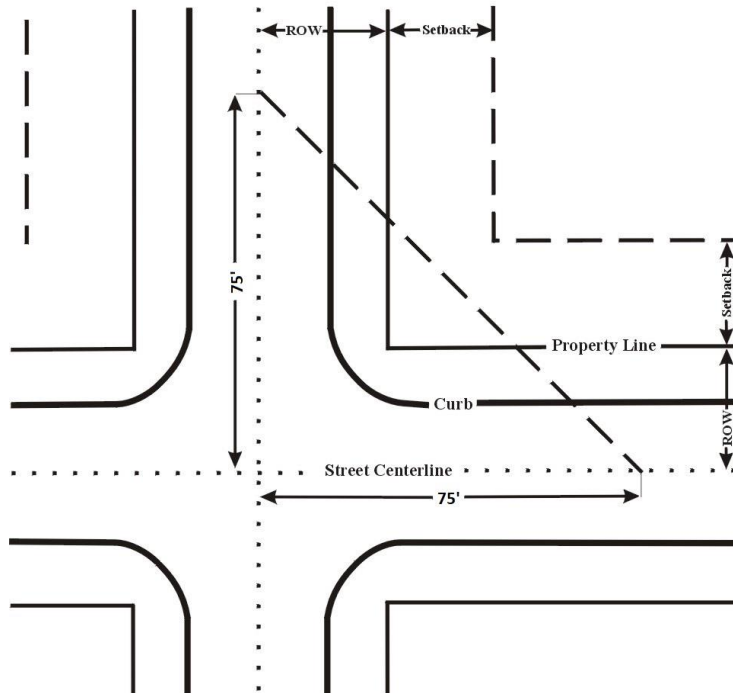
Walkway and Stairs
Formal Landscaping

71. NONCONFORMING USE: Any building or land lawfully occupied by a use, at the time of the passage of Ordinance No. 2461 or amendments hereto, which does not conform with the provisions of this ordinance or amendments hereto.

72. **NURSING HOMES:** An establishment or agency licensed by the State of Kansas, for the reception, board, care or treatment of three (3) or more unrelated elderly individuals.
73. **PARCEL:** A lot or contiguous group of lots in single ownership or under single control, usually considered a unit for purposes of development.
74. **PARKING SPACE:** An area surfaced for the purpose of storing one (1) parked automobile. For the purpose of this ordinance, one (1) parking space shall have a minimum width of nine feet (9') and a minimum length of twenty feet (20') in computing off-street parking, additional space shall be required off- street for access drives to each parking space.
75. **PERMANENT FOUNDATION:** A foundation, which is designed to properly transfer imposed load to soil. All foundations shall be of reinforced concrete meeting the standards of the Uniform Building Code.
76. **PLANNING COMMISSION:** Liberal Metropolitan Area Planning Commission.
77. **PLACE OR COURT:** An open, unoccupied space, other than a street or alley, permanently reserved as the principal means of access to abutting property.
78. **PRE-SCHOOL:** This shall include educational pre- schools, Montessori schools, church sponsored pre- schools, cooperatives, and nursery schools providing learning experiences for children in a church building, school or in a hall of a fraternal organization which is licensed and regulated by the Seward County Health Department or the Kansas Social and Rehabilitation Services.
79. **PROFESSIONAL OFFICE:** Any building or part thereof used by one (1) or more persons engaged in the practice of law, accounting, architecture, engineering or other occupation customarily considered as a profession.
80. **PUBLIC UTILITY:** Any business which furnished the general public telephone service, telegraph service, electricity, natural gas, or water, and any other business so affecting the public interest as to be subject to the supervision or regulation by an agency of the State of Kansas.
81. **RESIDENTIAL DESIGN MANUFACTURED HOME:** is a dwelling unit substantially assembled in an off-site manufacturing facility for installation or assembly at a dwelling site, bearing a label certifying that it was built in compliance with National Manufactured Home Construction and Safety Standards promulgated by the U.S. Department of Housing and Urban Development.

82. **RESTAURANT:** A public eating establishment at which the primary function is the preparation and serving of food.
83. **ROOMING HOUSE:** Any dwelling in which more than three (3) persons, either individually or as families, are housed or lodged for hire, with or without meals.
84. **SCREENING:** Screening and enclosure required for permitted outdoor storage shall be by means of a fence, wall or berm, in combination with landscaping, designed to create a minimum of seventy-five (75) percent opacity. Crates, boxes, trailers or other temporary storage facilities shall not be considered appropriate screening materials.
85. **SERVICE STATION:** A service station shall consist of a building or group of buildings and surfaced area where automotive vehicles may be fueled and serviced; such service shall not include tire recapping, body repairs or major overhaul.
86. **SETBACK:** The distance that is required by this zoning ordinance to be maintained in an unobstructed state between a structure and the property line of the lot on which the structure is located. (Note: The term “setback” refers to a required minimum area, while the term “yard” refers to the actual open area.)
87. **SIGHT-TRIANGLE:** Corner lots shall have a sight triangle within which no planting, fences or landscaping shall occur that will cause sight restrictions for vehicular traffic. A sight triangle obstruction is any shrub, bush, fence, etc., that is in the triangle measured from the center of the intersection to a point seventy-five feet (75') along the center line of the side street and the front street. (See Attachment #1)

Figure 4 - Sight Triangle Minimum Standards



88. **SIGN:** A sign shall include any sign, billboard or other device which shall display or include any letter, word, model, banner, flag pennant, insignia, device or representation used as, or which is in the nature of, an advertisement or announcement which directs attention to an object, project, place, activity, person, institution, organization or business, but shall not include any display of official flag.
- a. **Billboard:** A billboard is a board, panel or tablet used for the display of posters or printed or painted advertising matter, either illuminated or non-illuminated.
 - b. **Sign, Advertising:** A Sign which directs the attention of the public to any goods, merchandise, property, business service, entertainment, or amusement conducted or produced which is bought or sold, furnished, offered or dealt in elsewhere than on the premises where such sign is located, or to which it is affixed.
 - c. **Sign, Sandwich:** An advertising or business ground sign which is constructed in such a manner to form an "A" or a tent like shape, hinged or not hinged at the top and each angular face held at an appropriate distance by a supporting member.

- d. **Sign, Business:** A sign which directs attention to a business or profession conducted or to products, services, or entertainment sold or offered upon the premises where such sign is located, or to which it is affixed. A "For Sale" sign or a "For Rent" sign relating to the property on which it is displayed shall be deemed a business sign.
 - e. **Sign, Flashing:** Any illuminated sign on which the artificial light is not constant in intensity and color at all times. For the purpose of this Ordinance, any revolving illuminated sign shall be considered a flashing sign.
 - f. **Sign, Illuminated:** A sign designed to give forth artificial light, or designed to reflect light derived from any source.
 - g. **Sign, Portable:** An advertising device which may be illuminated and shall not exceed 40 square feet (40 sq. ft.), which may be transported, on wheels, skids or some similar conveyance by a single individual.
89. **SPOT ZONING:** Spot Zoning is zoning action by which a smaller area is singled out of a larger area and specially zoned for a use classification totally different from and inconsistent with the classification of surrounding land and is not in accordance with the comprehensive plan.
90. **STREET:** A right-of-way dedicated to the public use, which provides vehicular and pedestrian access to adjacent properties.
91. **STREET LINE:** A dividing line between a lot, tract or parcel of land and the contiguous street.
92. **STREET NETWORK:**
- a. **Expressway:** A street with divided roadways which provides fast and efficient movement of large volumes of traffic between areas and across the Liberal Metropolitan Area Planning Area, and which does not provide a land service function.
 - b. **Arterial Street:** A street which provides for through traffic movement between and around areas and across the Liberal Metropolitan Planning Area, with direct access to abutting property; subject to necessary control of entrances, exits and curb uses.
 - c. **Collector Street:** A street, which provides for traffic movement between arterial and local streets, with direct access to abutting land and for local traffic movement, whether in business, industrial or residential uses.

93. **STRUCTURE:** Anything constructed or erected, the use of which requires permanent location on the ground or attachment to something having a permanent location on the ground, but not including fences.
94. **STRUCTURAL ALTERATIONS:** Any change in the supporting members of a building, such as bearing walls or partitions, columns, beams or girders, or any complete rebuilding of the roof or the exterior walls. For the purpose of this Ordinance, the following shall not be considered alterations.
- a. Attachment of a new front where structural supports are not changed.
 - b. Addition of fire escapes where structural supports are not changed.
 - c. New windows where lintels and support walls are not materially changed.
 - d. Minor repair or replacement of non-structural members.
95. **TAVERN:** An establishment in which the primary function is the public sale and serving of malt beverages.
96. **THIS ORDINANCE:** The zoning requirements approved by ordinance for the City of Liberal by the Board of City Commissioners.
97. **TRAILER-ANY OF THE FOLLOWING:**
- a. **Travel Trailer:** A vehicular, portable structure identified from the manufacturer as a travel trailer, built on a chassis, designed to be used as a temporary dwelling for travel, recreational, and vacation uses, and when equipped for the road, having a width not exceeding eight feet (8') and a body length not exceeding thirty-six feet (36').
 - b. **Pick-up Coach:** A structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel.
 - c. **Motor Home:** A portable, temporary dwelling to be used for travel and constructed as an integral part of a self propelled vehicle.
 - d. **Camping Trailer:** A canvas, folding structure, mounted on wheels and designed for travel.
98. **TRAVEL TRAILER PARK:** A parcel of land containing not less than three (3) acres, in which five (5) or more spaces are occupied or intended for occupancy by trailer for transient dwelling purposes.
99. **TRAVEL TRAILER SPACES:** A parcel of land in a Travel Trailer Park for the placement of a single trailer and the exclusive use of its occupants.
100. **VARIANCE:** A variation from a specific requirement in this Ordinance, as applied to a specific piece of property, as distinct from rezoning.

101. **YARD:** A space on the same lot with a main building, open, unoccupied and unobstructed by buildings or structures from the ground upward.
102. **YARD, FRONT:** A yard extending across the full width of the lot, the depth of which is the least distance between the lot line and the front building line. On corner lots (lots abutting two or more streets at the intersection of those streets), the front yard shall face the shortest street dimension of the lot.
103. **YARD, REAR:** A yard extending across the full width of the lot between the rear of the main building and the rear lot line, the depth of which is the least distance between the rear lot line and the rear of such main building. Where an alley is platted at the rear of the lots, one-half the width of the alley may be included in the rear yard requirements.
104. **YARD, SIDE:** A yard between the main building and the side lot line, extending from the front yard, or front lot line where no front yard is required, to the rear yard. The width of the required side yard shall be measured horizontally, at ninety (90) degrees with the side lot line, from the nearest point of the side lot line toward the nearest part of the main building.
105. **ZONE OR DISTRICT:** A section of the Liberal Metropolitan Area Planning Commission area for which uniform regulations governing the use, height, area, size and intensity of use of buildings, land and open spaces about buildings are herein established.
106. **ZONING ADMINISTRATOR:** The person designated by the city to enforce and administer the provisions of this ordinance or their duly appointed representative(s).

Section 3. Words or terms not herein defined shall have their ordinary meaning in relation to the context.

ARTICLE IV DISTRICT AND BOUNDARIES

Section 1. District Classifications: In order to classify, regulate and restrict the location of trades and industries, and the location of buildings designed for specified uses; to regulate and limit the intensity of the use of lots; to regulate and determine the area of yards and other open spaces surrounding buildings and to regulate and restrict the density of population, the Liberal Metropolitan Area Planning Commission Area is hereby divided into districts designed as follows:

- "A-L" Agricultural District
- "R-1" Single Family Dwelling District
- "R-2" Two Family Dwelling District
- "R-3" Multiple Family Dwelling District
- "P-D" Planned Unit Development District
- "M-H" Mobile Home District
- "M-P" Mobile Home Park District
- "TT-P" Travel Trailer Park District
- "C-O" Commercial Office Building District
- "C-1" Neighborhood Shopping District
- "C-2" General Commercial District
- "C-3" Core Commercial District
- "I-P" Industrial Park District
- "I-1" Light Industrial District
- "I-2" Heavy Industrial District
- "I-2A" Heavy Industrial District

Section 2. Zoning District Map: The boundaries of the districts are shown on the map and/or sections thereof attached hereto and made a part of this Ordinance, which map is designated as the "Zoning District Map". The Zoning District Map and all the notations, references, and other information shown there were all fully set forth or described herein. Copies of the Zoning District Map are properly attested and are on file with the Clerk of the City of Liberal.

Section 3. Annexation Rule: All lands which are hereafter annexed to the City shall be in the "R-1" Single Family Dwelling District, unless said lands shall have been previously zoned a different classification by Ordinance or Resolution of the City and/or the Liberal Metropolitan Area Planning Commission, in which event the zoning previously made shall continue as to said annexed lands, until changed, in the same manner as provided herein for zoning changes. Land added to the Extraterritorial area as the result of annexation by the City, shall be classified as "A-L" Agricultural District until changed by rezoning procedures herein authorized.

Section 4. Rules Where Uncertainty May Arise: Where uncertainty exists with respect to the boundaries of the various districts as shown on the map accompanying and made a part of this Ordinance, the following rules apply:

1. The district boundaries are the centerline of either street or alleys unless otherwise shown.
2. Where the property has been or may hereafter be divided into blocks and lots, the district boundaries shall be construed to be the lot lines, and where the districts designated on the map accompanying and made a part of this Ordinance are bounded approximately by lot lines, the lot lines shall be construed to be the boundary of the district unless the boundaries are otherwise indicated on the map.
3. In unsubdivided property, the district boundary line on the map accompanying and made a part of this Ordinance shall be determined by the use of the scale appearing on the map.

ARTICLE V
"A-L" AGRICULTURAL DISTRICT

Section 1. Intent and Purpose of District: The "A-L" Agricultural District is established for the purpose of protecting agricultural uses in the county by restricting and regulating density, land coverage, and land use.

Section 2. District Regulations: In District "A-L", no building or land shall be used and no building or structure shall be erected, altered or enlarged which is arranged or designed for other than one of the uses listed in Section 3 below.

Section 3. Use Regulations:

1. General agricultural operations. This shall not include or permit:
 - (a) The spreading, accumulation, feeding or use of garbage in any form on the surface of the land.
 - (b) Any activity within three hundred feet (300') of a dwelling district which activity is noxious or offensive by reason of dust, odor or noise.
2. Single-Family Dwellings on a tract of land five (5) acres or larger.
 - (a) Residential Design Manufactured Homes placed on a permanent foundation that meets the requirements of Section 7 of this Article.
3. Churches and similar places of worship and parish houses.
4. Communication towers. (meeting the requirements of Article XX, Section 1, #11 of this code)
5. General farm operations.
6. Golf courses, except miniature golf courses and driving tees operated for commercial purposes.
7. Greenhouse and nurseries.
8. Institutions of higher learning, including dormitory accommodations when located on the same tract as the educational buildings.
9. Public parks, playgrounds, recreational areas and community buildings owned and operated by a public agency.

10. Public or parochial elementary, junior high and high schools and private schools with equivalent curriculum.
11. Stands for sale of agricultural products or commodities raised on the premises.
12. Customary accessory uses and structures located on the same tract with the principal use, including barns, sheds, tennis courts, open-air swimming pools, private garages, garden houses, barbecue ovens, fireplaces and similar uses.
13. Temporary structures incidental to construction work but only for the period of such work. Basements and cellars may not be occupied for residential purposes until the building is completed.
14. The renting of not to exceed two (2) sleeping rooms with a total occupancy not to exceed three (3) persons for whom board may be furnished but with the prohibition of separate culinary accommodations for such tenants.
15. The following uses may be allowed by special use permit when submitted:
 - a. Any public building erected or land used by any department of the City, County, State or Federal Government.
 - b. Airport or heliport.
 - c. Cemetery or crematory.
 - d. Drive-in theaters.
 - e. Mineral extraction.
 - f. Nursing homes and homes for the aged.
 - g. Seasonal or temporary uses such as recreational camps and similar activities.
 - h. Telephone exchange, electric and gas substations, and regulator stations.
 - i. Home Occupations.
 - j. Day Care Homes.
 - k. Group Day Care Homes.
 - l. Pre-Schools.

Section 4. Intensity of Use Regulations: Tracts in this district shall be Five (5) acres or larger.

Section 5. Height Regulations: Except as otherwise provided in the Airport District and the additional height, area, and use regulations of this Ordinance, no building or structure shall exceed the following height requirements.

1. When a building or structure is within one hundred fifty feet (150') of a dwelling district zone, said building or structure shall not exceed thirty-five feet (35') in height.
2. When a building or structure is more than two-hundred fifty feet (250') from a dwelling district zone, said building shall not exceed eighty feet (80') in height.

Section 6. Yard Regulations:

1. Front Yard:

- a. There shall be a front yard having a depth of not less than forty feet (40') except as required for arterial and collector streets (See additional height, area, use regulations).
 - b. Where a lot or tract has double frontage, the required front yard shall be as provided on both streets.
 - c. Where a lot or tract is located at the intersection of two (2) or more streets, there shall be a front yard on each street side of said lot or tract. No accessory building shall project beyond the front yard line on either street.
2. **Side Yard:** There shall be a side yard on each side of every building or structure and said side yard shall not be less than fifteen feet (15').
 3. **Rear Yard:** Except as hereinafter provided in the Additional Height, Area and Use Regulations of this Ordinance, there shall be a rear yard having a depth of not less than thirty feet (30').

Section 7. Residential Design Manufactured Homes:

1. A Residential Design Manufactured Home is a dwelling unit substantially assembled in an off-site manufacturing facility for installation or assembly at a dwelling site, bearing a label certifying that it was built in compliance with National Manufactured Home Construction and Safety Standards promulgated by the U.S. Department of Housing and Urban Development.
2. In addition to the HUD Construction and Safety Standards any manufactured home installed in an "A- L" Agricultural District will meet the following requirements:
 - (a) The manufactured home will have a minimum of 1040 sq. ft. of enclosed and heated living area.

- (b) The manufactured home will have a minimum width of 22 feet.
- (c) The roof will be covered with a residential type roof covering, i.e., asphalt, wood, or fiberglass shingles or any material that is commonly used in standard residential construction. The roof will have a minimum vertical rise of three feet (3') for each twelve feet (12') of horizontal run.
- (d) All manufactured homes in an "A-L" zone shall have a roof eave and overhang with a projection of at least six inches (6").
- (e) Exterior siding will consist of vinyl or metal horizontal lap siding, hardboard, wood, masonry, or siding that is comparable in composition, appearance, and durability to the exterior siding commonly used in standard residential construction.
- (f) The manufactured house must be installed in accordance with the recommended Installation procedures of the manufacturer and the standards set by the National Conference of States on Building Codes and Standards, and standards published in "Manufactured Home Installations, 1987" (NCS/BCS) (as approved by ANSI A225.1 April 26, 1989) with a continuous, permanent reinforced concrete foundation system, unpierced except for required ventilation and access shall be installed under the perimeter of the manufactured home. The home must be anchored to the foundation system as required by the Uniform Building Code, Chapter 18, upon the final placing of the home, no part of the undercarriage will be exposed to view from the outside. No crawl space access shall be on the side facing any street.
- (g) Stairs, porches, entrance platforms, ramps and other means of entrance and exit to and from the home shall be installed or constructed in accordance with acceptable residential type construction. Portable porches, portable stoops, portable steps and portable decks will not be approved.
- (h) The moving hitch, wheels and axles and transporting lights must be removed prior to the occupancy of the home.
- (i) All utilities will be connected to the home in accordance with the codes that are in effect.

ARTICLE VI RESIDENTIAL ZONING DISTRICTS

Section 1. "R-1" Single Family Dwelling District

A. Intent and Purpose of Districts: The "R-1", Single-Family District is established for the purpose of low density single-family dwelling control and to allow certain public facilities and certain special uses. It is intended that no uses be permitted in this district that will devalue property used for residential purposes or interfere with health, safety, order or general welfare for persons residing in the district. Regulations are intended to control density of population and to provide adequate open space around buildings and structures in the district to accomplish these purposes.

B. In District "R-1" no building or land shall be used and no building or structure shall be erected, altered or enlarged which is arranged or designed for other than one of the uses listed.

C. Use Regulations:

1. Single-family dwelling units
2. Residential design manufactured homes as defined in Article V, Section 7 of the Ordinance
3. Churches and similar places of worship and parish homes
4. Golf courses, except miniature golf courses and driving tees operated for commercial purposes
5. Public parks, playgrounds, recreational areas, and community buildings owned and operated by a public agency
6. Public schools and parochial or private schools with an equivalent curriculum
7. Public libraries
8. Institutions of higher learning, including dormitory accommodations when located on the same tract of land as the educational buildings
9. Customary accessory uses and structures located on the same lot or parcel of land with the principal use includes, tennis courts, open air or enclosed swimming pools, private garages, garden houses, but does not include use unrelated to the principal use of any activity commonly conducted for gain, except as provided in other sections of this Ordinance
10. Temporary structures incidental to construction work, but only for the period of such work. Camper trailers, or basements may not be occupied for residential purposes during construction
11. The renting of not to exceed two (2) sleeping rooms with a total occupancy of not to exceed three (3) persons for whom board may be furnished, but with the prohibition of separate culinary accommodations for such tenants

12. Off-street parking and loading as required by Article XVII
13. Accessory and temporary uses and home occupations as permitted by Article XX
14. Signs as permitted by Article XVI
15. **The following uses may be allowed by Special Use Permit when submitted, reviewed and approved by the Board of Zoning Appeals**
 - a. Any public building erected on land used by any department of the City, County, State or Federal Government
 - b. Communication towers. (meeting the requirements of Article XX, Section 1, #11 of this code)
 - c. Telephone exchanges, electric substations and regulator stations, or other public utilities
 - d. Home occupations

D. Intensity of Use Regulation: Every lot shall have an area of not less than eight thousand square feet (8,000') and an average width of not less than sixty feet (60'), except that if a single lot of record as of the effective date of this Ordinance, as defined in the definitions section of this Ordinance, has less area or width than herein required and its boundary lines along their entire length touched lands under other ownership on the effective date of this Ordinance and have not since been changed, such lot may be used for a single-family dwelling if the structure conforms with other yard and height requirements in this district.

Exception: The lot may be less than an average 60 feet width if it abuts a lot with a smaller width and is congruent with the neighborhood.

E. Height Regulations: No building shall exceed thirty-five feet (35') in height. A request to exceed the thirty-five feet (35') limit may be submitted for an exception to the Board of Zoning Appeals.

F. Lot Coverage: The maximum lot coverage of impervious surfaces shall not exceed **sixty (60) percent** of the lot. Not more than one single family dwelling may be placed on a lot.

G. Yard Regulations:

1. Front yard

- a. There shall be a front yard having a depth of not less than Twenty-five (25') measured at right angles from the front lot line to the nearest point of the front of the building, except as provided in other sections of this ordinance or required for arterial and collector streets.

- b. Cornices, canopies, cantilever roofs, eaves, bay windows, balconies or similar features may overhang into a required setback up to (3) feet.
- c. Porches, stoop overhangs, cornices and bay windows may project into a Front Yard setback a maximum of eight (8) feet IF the main living unit is setback at least twenty-five (25) feet from the lot line.
- d. Carports may be placed over a concrete driveway in a front yard, provided they are open on all sides and anchored correctly, and in no case closer than eight (8) feet back from the curb, but remain fully inside property lines.
- e. Where a lot is located at the intersection of two (2) or more streets there shall be a twenty-five (25) foot front yard and a side yard of twenty feet (20').
- f. Corner lots shall have a sight triangle within which no planting, landscaping or building shall occur that will impair motor vehicle driver's vision. The sight triangle is defined in Article III, Section 2-62.

2 Side yard

- a. There shall be a side yard having a width of not less than six feet (6') on each side of the principal structure measured at right angles from the nearest point on the side lot line of the lot to the nearest point of the wall or projection of the structure (whichever is closest), establishing a setback line parallel to the side lot line which extends between the front and rear setbacks
- b. Wherever a lot of record as of the effective date of this Ordinance has a lot width of fifty feet (50') or less, the side yard on each side of the principal structure may be not less than five feet (5').
- c. Whenever a side yard abuts an alley or easement the side yard shall be not less than eight (8) feet. Alleys or easements shall not be included in the setback.

2. Rear yard

- a. There shall be a rear yard of not less than thirty feet (30') measured at right angles from the nearest point on the rear lot line to the nearest point of the structure or if an alley or easement abuts the rear lot line the thirty feet (30') may be from the center of the alley

or easement providing the alley or easement is no wider than twenty feet (20').

The above setbacks are for most residential lots within the City of Liberal. Some setbacks may vary from the standard, and each will be reviewed accordingly by the Building Inspector or his or her designee. The decision of the Building Inspector or his or her designee as to the approval of setbacks that vary from the standard is final.

No structure may be built in, on or over an easement, including, any architectural features listed above.

ARTICLE VI (A)

Section 2. "R-2" Two-Family Dwelling District

A. Intent and purpose of District: The "R-2" Two-Family Dwelling District is intended for the purpose of allowing a slightly higher density than in District "R-1" yet retaining the residential qualities. This district allows duplex uses, single-family homes, certain community facilities and certain special uses.

B. District Regulations: In District "R-2", no building or land shall be used and no building structure shall be erected, altered or enlarged unless it is arranged, intended or designed for one of the uses listed in Section C below.

C. Use Regulations:

1. Any use permitted in Districts "R-1"
2. Two-Family Dwellings
3. The following uses may be allowed/permitted by special use permit
 1. **Special uses allowed in R-1**
 2. **Day Care Homes**
 3. **Group Day Care Homes**
 4. **Pre-Schools**

D. Intensity of Use Regulations: Except as herein provided all dwellings hereafter erected, enlarged, relocated or constructed shall be located on lots containing the following area:

- a. A lot on which there is erected a single family dwelling shall contain an area of not less than five thousand square feet (5,000 sq. ft.) per family
- b. A lot on which there is erected a two-family dwelling shall contain an area of not less than three thousand square feet (3,000 sq. ft.) per family.
- c. Where a single lot of record as of the effective date of this Ordinance has a width of less than fifty feet (50 ft.) or less the side yard on each side of a building may be reduced to a width of not less than four feet (4 feet)

Each lot will have an average width of not less than fifty feet (50'), except that if a single lot of record as of the effective date of this Ordinance, as defined in the definitions section of this Ordinance, has less area or width than herein required and its boundary lines along their entire length touched lands under other ownership on the effective date of this

Ordinance and have not since been changed, such lot may be used for a single-family dwelling if the structure conforms with other yard and height requirements in this district.

Exception: The lot may be less than an average 50 feet width if it abuts a lot with a smaller width and is congruent with the neighborhood.

E. Height Regulations: No building shall exceed thirty-five feet (35 ft.) in height, except as otherwise provided in the Ordinance.

F. Lot Coverage: The maximum lot coverage of impervious surfaces shall not exceed **fifty percent (50%)** of the lot.

G. Yard Requirements

1. Front Yard:

- a. There shall be a front yard of not less than twenty (20) feet measured at right angles from the front lot line to the nearest point of the front wall of the building, except as provided in other sections of this ordinance or required for arterial and collector streets.
- b. Cornices, canopies, cantilever roofs, eaves, bay windows, balconies or similar features may overhang into a required setback up to (3) feet.
- c. Porches, stoop overhangs, cornices and bay windows may project into a Front Yard setback a maximum of eight (8) feet IF the main living unit is setback at least Twenty (20) feet from the lot line.
- d. Carports may be placed over a concrete driveway in a front yard, provided they are open on all sides and anchored correctly, and in no case closer than eight (8) feet back from the curb, but remain fully inside property lines.
- e. Where lots have a double frontage, the required front yard shall be provided on both streets.

- f. Where a lot is located at an intersection of two (2) or more streets, there shall be a front yard of no less than twenty (20) feet and a side yard of twenty feet (20 ft.) or more.
- g. Corner lots shall have a sight triangle within which no planting, landscaping or building that will cause sight interference for motor vehicle drivers. The sight triangle is defined in Article III, Section 2-62. (See Attachment # 1.)

2. Side Yard:

- a. Except as provided in other sections of this Ordinance, there shall be a side yard of not less than five feet (5 ft.) in which no building may be located, measured at right angles from the nearest point on the side lot line of the lot to the nearest point of the wall or projection of the structure (whichever is closest), establishing a setback line parallel to the side lot line which extends between the front and rear setbacks.
- b. Whenever a side yard abuts an alley or easement the side yard shall be not less than eight (8) feet. Alleys or easements shall not be included in the setback.

3. Rear Yard:

- a. Except as provided in other sections of this Ordinance, there shall be a rear yard having a depth of not less than twenty-feet (20') measured at right angles from the nearest point on the rear lot line to the nearest point of the structure, or if an alley or easement abuts the rear lot line the twenty five feet (25') may be from the center of the alley or easement providing the alley or easement is no wider than twenty feet (20').

The above setbacks are for most residential lots within the City of Liberal. Some setbacks may vary from the standard, and each will be reviewed accordingly by the Building Inspector or his or her designee. The decision of the Building Inspector or his or her designee as to the approval of setbacks that vary from the standard is final.

No structure may be built in, on or over an easement, including, any architectural features listed above.

ARTICLE VI (B)

Section 3. "R-3" Multiple Family Dwelling District

- A. Intent and Purpose:** The "R-3" Multiple Family Dwelling District is intended for the purpose of allowing high residential density land use with compatible single and two family dwellings, apartments, certain home occupations, certain community facilities and certain special uses, yet retain the basic residential qualities.
- B. District Regulations:** In district "R-3", no building shall be used and no building or structure shall be erected, altered or enlarged which is arranged, intended or designed for other than one of the uses listed in Section C below.
- C. Use Regulations:**
1. Any use allowed in R-1 or R-2
 2. Multiple Family Dwellings
 3. Boarding and lodging homes
 4. Hospitals, but not animal or mental hospitals
 5. Non-profit institutions of education, philanthropic or eleemosynary nature, except penal or mental institutions
 6. Nursing homes and homes for the aged
 7. Customary accessory uses and structures located on the same lot or group of lots with the principal use, including tennis courts, open air swimming pools, private garages, garden houses, barbecue ovens and fireplaces but does not include uses unrelated to the principal use or any activity commonly conducted for gain except as provided in other sections of this Ordinance
 8. Temporary structures incidental to construction work but only for the period of such construction. Basements and cellars will not be occupied until the building is complete
 9. **The following may be allowed by Special Use Permit when submitted, reviewed and approved by the Board of Zoning Appeals**
 - a. Any special use allowed in R-1 or R-2
 - b. Cemetery or crematory
 - c. Public and private parking on lots adjacent, contiguous or across the alley from a "C-1", "C-2", or "C-3" district
 - d. Child or adult day care centers
- D. Intensity of Use Regulations:** Except as hereinafter provided, all dwellings hereafter erected, enlarged, relocated or reconstructed shall be

located upon lots containing the following areas:

1. A lot on which there is erected a single-family dwelling shall contain an area of not less than five thousand square feet (5,000 sq. ft.).
2. A lot on which there is erected a two-family dwelling shall contain an area of not less than three thousand square feet (3,000 sq. ft.) per family.
3. A lot on which there is erected a multiple-family dwelling shall contain an area of two thousand square feet (2,000 sq. ft.) per family unit.
4. Dormitories, lodging housing, nursing homes, and boarding houses shall provide one thousand square feet (1,000 sq. ft.) of lot area for each occupant.
5. Where a single lot of record as of the effective date of this Ordinance has less than five thousand square feet (5,000 sq. ft.) and its boundary lines along their entire length touched land under other ownership on the effective date of this Ordinance and have not since been changed, such lot may be used only for single-family dwelling purposes, or for other non-dwelling uses permitted in this district providing such structure does not occupy more than 40% of the lot area and providing the structure conforms with other yard and height requirements of this district.

Each lot will have an average width of not less than fifty feet (50'), except that if a single lot of record as of the effective date of this Ordinance, as defined in the definitions section of this Ordinance, has less area or width than herein required and its boundary lines along their entire length touched lands under other ownership on the effective date of this Ordinance and have not since been changed, such lot may be used for a single-family dwelling if the structure conforms with other yard and height requirements in this district.

Exception: The lot may be less than an average 50 feet width if it abuts a lot with a smaller width and is congruent with the neighborhood.

E. Height Regulations: No building shall exceed thirty-five feet (35') in height except as otherwise provided in other sections of this Ordinance.

F. Lot Coverage: The maximum lot coverage of impervious surfaces shall not exceed **fifty percent (50%)** of the lot.

G. Yard Requirements:

1. Front Yard:

- a. There shall be a front yard having a depth of not less than fifteen feet (15') measured at right angles from the front lot line to the

nearest point of the front wall of the building, except as provided in other sections of this Ordinance.

- b. Cornices, canopies, cantilever roofs, eaves, bay windows, balconies or similar features may overhang into a required setback up to (3) feet.
- c. Porches, stoop overhangs, cornices and bay windows may project into a Front Yard setback a maximum of eight (8) feet IF the main living unit is setback at least Twenty (20) feet from the lot line.
- d. Carports may be placed over a concrete driveway in a front yard, provided they are open on all sides and anchored correctly, and in no case closer than eight (8) feet back from the curb, but remain fully inside property lines.
- e. Where a lot is located at the intersection of two (2) or more streets, there shall be a front yard of twenty (20) feet and a side yard of twenty feet (20') on corner lots (lots abutting two (2) or more streets), the front yard shall be determined by the Zoning Administrator.
- f. Corner lots shall have a vision triangle within which no planting, landscaping or building shall occur that will cause sight restrictions for vehicle drivers. The sight triangle is defined in Article III, Section 2-62. (See Attachment # 1).

2. Side Yard:

- a. Except as provided in other sections of this Ordinance, there shall be a side yard having a width of not less than five feet (5') on each side yard of a building, measured at right angles from the nearest point on the side lot line of the lot to the nearest point of the wall or projection of the structure (whichever is closest), establishing a setback line parallel to the side lot line which extends between the front and rear setbacks thirty-five feet (35') or less in height, and there shall be a side yard having a width of not less than eight feet (8') on each side of a building in excess of thirty-five feet (35').
- b. Whenever a lot of record as of the effective date of this Ordinance has a width of fifty feet (50') or less, the side yard on each side of a building may be reduced to a width of not less than three feet (3') providing the height of the building does not exceed thirty-five feet (35').

- c. Whenever a side yard abuts an alley or easement the side yard shall be not less than eight (8) feet. Alleys or easements shall not be included in the setback.

3. Rear Yard:

- a. Except as provided in other sections of this Ordinance there shall be a rear yard with a depth of no less than twenty feet (20') measured at right angles from the nearest point on the rear lot line to the nearest point of the structure or if an alley or easement abuts the rear lot line the twenty (20) feet may be from the center of the alley or easement providing the alley or easement is no wider than twenty feet (20').

The above setbacks are for most residential lots within the City of Liberal. Some setbacks may vary from the standard, and each will be reviewed accordingly by the Building Inspector or his or her designee. The decision of the Building Inspector or his or her designee as to the approval of the Building Inspector or his or her designee as to the approval of setbacks that vary from the standard is final.

No structure may be built in, on or over an easement, including, any architectural features listed above.

ARTICLE VI (C)

Section 1. "PUD" Planned Unit Development District

- A. Intent and Purpose of District:** To further the public health, safety, and welfare in an urbanizing area developing housing of all types and designs, commercial, industrial and recreational, but must be in harmony and compatible with the different uses in the district and surrounding area.
- B. District Regulations:** In district "PUD", no building shall be used and no or structure shall be erected, altered or enlarged which is arranged, intended or designed for other than one of the uses listed in Section D.
- C. Definitions:** For the purpose of this Ordinance, certain words and terms used shall be defined as follows:
1. **Common Open Space:** A parcel or parcels of land or an area of water or combination of land and water within the site designated for a Planned Unit Development, designed and intended for the use of residents and owners of the Planned Unit Development.
 2. **Development Plan:** A development plan is the total site plan drawn in conformance with the requirements of this Ordinance.
 - a. **Preliminary Development Plan:** A plan prepared at a scale not smaller than one inch equals one hundred feet (1"=100'), showing areas of different density, the internal relationships between land uses and open space, the relationship of the proposed development to adjacent land, the street system, off-street parking and the proposed development phases.
 - b. **Final Development Plan:** A plan proposed at a scale not smaller than one inch equals one hundred feet (1"=100'). The final development plan shall contain all the requirements of the preliminary plan, plus additional information that is outlined in this Article. The final development plan shall meet Planning Commission & City Commission approval before development may commence.
 - c. **Development Schedule:** A development schedule is a comprehensive statement showing the type and extent of development to be completed, the order in which the development will be completed, and the time limit for each portion of the development. A development schedule shall contain an exact description of the improvements to be developed at the end of each specified time period.
 - d. **Planned Unit Development** is an area of land developed as a simple entity, or in approved stages in conformity with a final development plan by a developer or group of developers acting jointly which is planned to provide a use or a variety of residential and other compatible uses with common open space.

D. Use Regulations:

1. All residential uses as defined in other sections of this Ordinance.
2. General Non-Residential Uses: Non-residential uses of a religious, public, or semi-public, cultural, recreational, commercial or industrial character. Non-residential uses shall be compatible with adjacent land uses and shall be in compliance with the comprehensive plan.

E. General Requirements:

1. A Planned Unit Development shall not be less than one (1) acre size.
2. An applicant for a "PUD" zoning district must satisfy the Planning Commission that they have the ability to carry out the proposed plan and shall prepare and submit a schedule for the improvements and construction. The proposed improvements and construction must begin within eighteen (18) months after the development plan is approved by the Governing Body of the City of Liberal.
3. The applicant for a "PUD" zoning district shall submit a preliminary development plan showing the following:
 - a. The location and size of the site.
 - b. The density of land use to be allocated to parts of the site to be developed.
 - c. The location of any common open space and the agency proposed to own and maintain the common open space.
 - d. The proposed covenants, grants of all easements or other restrictions proposed to be imposed upon the use of the land, buildings and structures within the development.
 - e. Location of vehicle parking, access drives, and streets, alleys, and other public ways.
4. In addition to the preliminary development plan, a plat of the land meeting all the requirements of the Subdivision Regulations of the City of Liberal shall be filed and recorded in the Register of Deeds.
5. The preliminary plan shall include a development schedule containing the following information:
 - a. The date and order of construction of each phase including all common open space and complimentary building and improvements.

F. Public Hearings and Preliminary Development Plan Submitted:

1. A public hearing conforming with the amendments section of this Ordinance must be conducted prior to the approval of a preliminary plan.
2. The fee for a preliminary plan is \$100.00 plus \$2.00 per lot and shall be paid at the time the preliminary plan is submitted.

G. Final Development Plan

1. The final development plan shall be submitted to the secretary of the Planning Commission a minimum of thirty (30) days prior to the regularly scheduled Planning Commission meeting.
2. The final development plan shall include drawings, specifications, covenants, easements, and conditions as set forth in the approval of the preliminary development plan.
3. The final plan may be for all or any part of the approved preliminary plan.

H. Standards for Development: All Planned Unit Development Districts shall conform to the following minimum standards.

1. All common open space as well as public and recreational facilities shall be included in the development schedule and be constructed and completed by the developer at the same rate as the completion of residential structures.
2. If the developer elects to administer common open space through an association or non-profit corporation, said organization shall conform to the following requirements.
 - a. The agreement will be established with the non-profit corporation or other organization prior to the sale of any lots.
 - b. If the association or organization shall at any time fail to maintain the open space, the City will serve a written notice that the property is not being maintained in a reasonable manner. The written notice shall include a description of the deficiencies. If the deficiencies are not corrected within fifteen (15) days, the City will have the right to enter the property and correct deficiencies as required to bring the property into compliance with the agreement and the City Environmental Code, and all costs incurred by the City for maintenance of the property will be assessed equally against all lots in the Planned Unit Development and shall become a tax lien on said properties.

I. Building Arrangement: The size and location of all structures as shown on the final development plan will not be changed without approval of the Planning Commission. There is no minimum lot size, no maximum percentage or lot coverage, and no minimum lot width except as may be determined by the Planning Commission during review of the development plan. All single-family dwellings shall have access to a public street, court, walkway, or other area dedicated for the use of the occupants within the Final Development Plan or the public. No addition or alteration may be made to any structure within the development unless reviewed and approved by the Planning Commission.

ARTICLE VI (D)

Section 1. "MH" Manufactured Home District

A. Intent and Purpose of District: It is intended that this district be established to permit manufactured homes on approved permanent foundations where a lot or a group of lots are owned by the manufactured home owner.

B. District Regulations: In District "M-H", no building shall be used and no building or structure shall be erected, altered or enlarged, which is intended for other than one of the uses listed in Section C of this Ordinance.

C. Use Regulations:

1. Manufactured homes on permanent foundations bearing a label certifying that it was built in compliance with National Manufactured Home Construction and Safety Standards promulgated by the U. S. Department of Housing and Urban Development. Mobile homes or Manufactured Homes built prior to December 31, 1976 do not qualify.
2. Community recreation areas and buildings.
3. Schools: Public or parochial elementary, middle schools, high schools, and private with a recognized equivalent curriculum.
4. Churches and similar places of worship and parish homes.
5. Accessory uses customarily incidental to the principal use.
6. The following uses may be allowed by special use permit when submitted, reviewed and approved by the Board of Zoning Appeals.
 - a. Home Occupations
 - b. Day Care Homes

D. Intensity of Use Regulations:

1. A tract of land for a manufactured home district shall not be less than five (5) acres in area.
2. A manufactured home in a manufactured home district may be located on a lot with no less than 5,000 square feet.
3. A manufactured home and accessory uses shall not cover more than forty (40) percent of the lot.
4. No manufactured home shall exceed thirty-five (35) feet in height.
5. No accessory building shall exceed the height of the principal structure in any manufactured home district.

E. Yard Regulations:

1. Front Yard

- a. There shall be a front yard having a depth of no less than twenty-five (25) feet, except as required in other sections of this ordinance.
- b. Where lots have double frontage, the required front yard shall be on both streets.

2. Side Yard

- a. There shall be a side yard of no less than five (5) feet except, on corner lots the side yard shall be a minimum of twenty (20) feet.

3. Rear Yard:

- a. There shall be a rear yard having a depth of no less than twenty (20) feet.

ARTICLE VI (E)
"M-P" MANUFACTURED HOME PARK DISTRICT

Section 1. Intent and Purpose of District: It is the intent of the "M-P" Manufactured Home Park District to permit low-density manufactured home uses in a park-like atmosphere.

Section 2. District Regulations: In District "M-P", no building shall be used and no building shall be erected, altered or enlarged, which is arranged, intended, or designed for other than independent manufactured homes, or independent trailer house coaches, and customarily accessory service buildings.

Section 3. Definitions:

1. **Independent Manufactured Home:** A manufactured home means a factory built structure or structures more than eight feet (8') in width and more than thirty-six feet (36') in length equipped with the necessary service connections for required utilities, having the plumbing, heating, and electrical systems contained therein and made so as to be readily movable as a dwelling unit or units without a permanent foundation. The phrase without a permanent foundation indicates that the support system is constructed with the intent that the manufactured home placed thereon may be moved from time to time at the convenience of the owner.
2. **Licensee:** Any person licensed to operate and maintain a manufactured home park under the provisions of this Ordinance.
3. **Manufactured Home Space:** A plot of ground within a manufactured home park designed for the accommodation of one (1) manufactured home.
4. **Natural or Artificial Barrier:** Any river, pond, canal, railroad, levee, embankment, or major street.
5. **Permittee:** Any person to whom a permit is issued to maintain or operate a manufactured home park under the provisions of this Ordinance.
6. **Person:** Any individual, firm, trust, partnership, association or corporation.
7. **Street:** Any recognized thoroughfare in the City.

Section 4. Use Regulations:

1. Manufactured Homes.

2. The following uses may be allowed by special use permit when submitted, reviewed, and approved by the Board of Zoning Appeals.
 - a. Home Occupations
 - b. Day Care Homes

Section 5. General Requirements:

1. The tract to be used for a manufactured home park shall not be less than five (5) acres.
2. It shall be unlawful for any person to construct, alter or extend any manufactured home park within the limits of the City unless permitted by zoning regulations, and he holds a valid permit issued by the City of Liberal in the name of such person for the specific construction, alteration, or extension proposed.
3. No permit to construct, alter or expand a Manufactured Home Park shall be issued by the Building Official if the construction, alteration or expansion of the Manufactured Home Park does not comply with the final site plan approved by the Planning Commission as outlined in Section 5, 4d.
4. The application process for a Manufactured Home Park rezoning is as follows:
 - a. The applicant shall file with the Secretary of the Planning Commission a rezoning application on forms provided by the Secretary of the Planning Commission.
 - b. In addition to the rezoning application, the applicant shall also submit to the Planning Commission a preliminary site plan which shall contain the following information:
 - (1) The area and dimensions of the tract of land;
 - (2) The number, location and size of all manufactured home lots;
 - (3) The location and width of roadways and walkways;
 - (4) The location of water and sewer lines and riser pipes;
 - (5) Plans and specifications of the water supply and refuse and sewage disposal facilities;
 - (6) Plans and specifications of all buildings constructed or to be constructed within the manufactured home park;
 - (7) The location and details of lighting and electrical systems;
 - (8) Landscaping, screening and recreation area;
 - (9) The location of each manufactured home stand; and
 - (10) Drainage report.

A preliminary plat is not required for manufactured home rezoning.

- c. The Planning Commission shall review the preliminary site plan at the rezoning hearing and submit comments to the developer.
 - d. If the rezoning is approved by the Planning Commission and the Liberal City Commission, the applicant will be instructed to submit a final site plan and a final plat. The final plat will be prepared in accordance with the Liberal City Subdivision Regulations and will be filed with the Register of Deeds. The final plat shall show public easements, right-of-ways and other public property dedications. The final site plan will be approved by the Planning Commission and the City Commission and placed on file with the Building Official.
 - e. Construction permits shall be issued by the Building Official in accordance with the approved final plat and site plan.
 - f. Any amendments to the final site plan shall be submitted to the Planning Commission and City Commission before the Building Official issues a construction permit.
 - g. All preliminary plans for a Manufactured Home Park shall be accompanied by a payment of a fee of \$100.00 plus \$2.00 per manufactured home lot space.
 - h. All applications for construction permits shall be accompanied by the Payment of a fee of two dollars (\$2.00) per manufactured home space. Applications shall be on forms provided by the City.
5. The Manufactured Home Park shall conform to the following requirements:
- a. The park shall be located on a well-drained site, properly graded to insure rapid drainage and freedom from stagnant pools of water.
 - b. Manufactured Home Parks shall have a maximum density of eight (8) manufactured homes per gross acre and minimum space of thirty-two hundred square feet (3,200 sq. ft.) for each manufactured home.
 - c. Each manufactured home space shall be at least thirty- five feet (35') wide and clearly defined.
 - d. Manufactured homes shall be so located on each space that there shall be at least twenty feet (20') of clearance between manufactured homes; provided that with respect to manufactured homes parked end-to-end, the end-to-end clearance may be less than twenty feet

(20'), but shall not be less than fifteen feet (15'). No manufactured home shall be located closer than twenty-five feet (25') from any building within the park or from any property line bounding the park.

- e. All manufactured home spaces shall front upon a private roadway of not less than thirty-five feet (35') in width, which shall have unobstructed access to a public street, alley, or highway.
- f. Sidewalks shall be constructed per City specifications set forth in Article 2, Chapter 13, Code of the City of Liberal, Kansas, 2000.
- g. All roadways and walkways within the manufactured home park shall be hard surfaced and curbed and guttered.
- h. Laundry facilities for the exclusive use of the manufactured home occupants may be provided in a service building.
- i. At least one (1) electrical outlet supplying at least one hundred ten (110) volts shall be provided for each manufactured home space.
- j. Off-roadway parking shall be provided at the rate of two (2) spaces for each manufactured home space.
- k. A recreational area shall be provided at a central location in the Manufactured Home Park at the rate of two hundred square feet (200 sq. ft.) for each trailer space.
- l. A solid six-foot (6') fence or wall or a ten foot (10') landscaped buffer shall be provided around the entire boundary of the Manufactured Home Park District. The owner shall be responsible for all maintenance of the fence or wall and the landscaped buffer area.

Section 6. Water Supply: An adequate supply of pure water for drinking and domestic purposes shall be supplied by pipes to all buildings and manufactured home spaces within the park. Each manufactured home space shall be provided with a cold-water tap at least four inches (4") above the ground. An adequate supply of hot water shall be provided at all times in the service buildings for all washing and laundry facilities.

Section 7. Service Buildings:

- 1. Service buildings, housing sanitation and laundry facilities or any of such facilities, shall be permanent structures complying with all applicable codes, ordinances and statutes regulating buildings, electrical installations, and plumbing and sanitation systems.

2. All service buildings and the grounds of the park shall be maintained in a clean, sightly condition and kept free of any debris that will be a menace to the health of any occupant or the public or constitute a nuisance.

Section 8. Sewage Disposal: Each manufactured home space shall be provided with a sewer at least four inches (4") in diameter, which shall be connected to receive the waste from the shower, bathtub, flush toilet, lavatory, and kitchen sink of the manufactured home located in such space and having any or all of such facilities. The trapped sewer in each space shall be connected to discharge the manufactured home waste into a public sewer system.

Section 9. Garbage Receptacles: Each manufactured home park shall be provided with trash receptacles meeting the approval of the City of Liberal.

Section 10. Trash Burning Prohibited: The burning of trash and rubbish is prohibited in a "M-P" Manufactured Home Park District.

Section 11. Tie Down Requirements: Every manufactured home locating in a manufactured home park in the City of Liberal shall adhere to the tie down requirements as outlined in KSA 75- 1228, et. seg. as amended.

Section 12. Register of Occupants:

1. It shall be the duty of each licensee and permittee to keep a register containing a record of all manufactured home owners and occupants listed within the park. The register shall contain the following information:
 - a. The name and address of each manufactured homeowner or tenant occupying a manufactured home.
 - b. The name and address of the owner of each manufactured home.
 - c. The make, model, year and license number of each manufactured home.
 - d. The state, territory or country issuing such licenses.
 - e. The date of arrival and departure of each manufactured home.
2. The manufactured home park owners, manager or caretaker shall keep the register available for inspection at all times by law enforcement officers, health officials and other officials whose duties necessitate acquisition of the information contained in the register.

3. The register record for each occupant registered shall not be destroyed for a period of three (3) years following the date of departure of registrant from the park.

Section 13. Supervision: The licensee or permittee, or a duly authorized attendant or caretaker, shall be in charge at all times to keep the manufactured home park and its facilities and equipment, in a clean, orderly and sanitary condition. The attendant or caretaker shall be answerable, with the licensee or permittee, for the violation of any provision of the regulations in the Manufactured Home Park District.

Section 14. Inspection: Rules and regulations relating to the inspection of manufactured home parks shall be as follows:

1. The Building Official is hereby authorized and directed to inspect the manufactured home units and parks not less than annually to determine satisfactory compliance with this Article.
2. The Building Official shall have the power to enter at reasonable times upon any private or public property for the purpose of inspecting and investigating conditions relating to the enforcement of this Article.
3. The Building Official shall have the power to inspect the register containing a record of all residents of the manufactured home park.
4. It shall be the duty of the park management to give the Building Official free access to all lots at reasonable times for the purpose of inspection.
5. It shall be the duty of every occupant of a manufactured home park to give the owner thereof or his agent or employee access to any part of such repairs or alterations as are necessary to effect compliance with this Article.
6. Whenever, upon inspection of any manufactured home park, the Building Official finds that conditions or practices exist which are in violation of any provision of this Article, the Building Official shall give notice in writing in accordance with Section 15 to the person to whom the license was issued that unless such conditions or practices are corrected within a reasonable period of time specified in the notice by the Building Official, the license shall be suspended. At the end of such period, the Building Official shall reinspect such manufactured home park and if such conditions or practices have not been corrected, he shall suspend the license and give notice in writing of such suspension to the person to whom the license is issued. Upon receipt of notice of such suspension, such person shall cease operation of such manufactured home park except as provided in Section 15 of this Article.

Section 15. License and License Fee:

1. It shall be unlawful for any person to maintain or operate a manufactured home park unless he holds a valid license issued annually by the City in the name of the person for the specific manufactured home park. All applications for licenses shall be made to the City Clerk, who shall issue a license upon compliance by the applicant with provisions of this Article. No license issued hereunder shall be transferable.
2. Applications and Fees:
 - a. Applications for original license shall be in writing, signed by the applicant, accompanied by an affidavit of applicant as to the truth of the application and by payment of a fee of five dollars (\$5.00) per space, not to exceed \$50.00, and shall contain:
 - (1) The name and address of the applicant.
 - (2) The location and legal description of the manufactured home park.
 - (3) An affidavit showing the number of manufactured homes within the park.
 - b. Applications for renewals of licenses shall be made in writing by the holders of the license, shall be accompanied by payment of a fee of two and one-half dollars (\$2.50) per lot and shall contain any change in the information submitted since the original license was issued or the latest renewal granted.
 - c. All license fees shall be for the calendar year, shall not be prorated and shall expire on December 31st of each year.
3. Any person whose application for a license under this Article that has been denied may request and shall be granted a hearing on the matter before the City Commission under the procedure provided by Section 16 of this Article.
4. Every person holding a license shall give notice in writing to the City Clerk within twenty-four (24) hours after having sold, transferred, given away, or otherwise disposed of interest in or control of any manufactured home park.

Section 16. Notices, Hearings and Orders: The issuance of notices, hearings, and orders for violations of any of the provisions of this Article shall be made in the following manner:

1. Whenever the Building Official determines that there are reasonable grounds to believe that there has been a violation of any provision of this Article, the Building Official shall give notice of such alleged violation to the person to whom the permit or license was issued as hereinafter provided:
 - a. Be in writing.
 - b. Include a statement of the reasons for its issuance.
 - c. Allow a reasonable time for the performance of any act it requires.
 - d. Be served upon the owner, or his agent, as the case may require.
Provided, that such notice or order shall be deemed to have been properly served by any method authorized or required by the laws of this state.
 - e. Contain an outline of remedial action, which, if taken, will effect compliance with the provisions of this Article.
2. The owner, or tenant, affected by any notice which has been issued in connection with the enforcement of any provision of this Article may request and shall be granted a hearing on the matter before the City Commission; provided, that such person shall file in the office of the City Clerk a written petition requesting such hearing and setting forth a brief statement of the grounds therefore within ten (10) days after the notice was served. The filing of the request for a hearing shall operate as a stay of the notice and of the suspension, except in the case of an order issued under Subsection 4. Upon receipt of such petition, the City Commission shall set a time and place for such hearing and shall give the petitioner written notice thereof. At such hearing the petitioner shall be given an opportunity to be heard and to show why such notice should be modified or withdrawn.
3. After such hearing, the City Commission shall make findings as to compliance with the provisions of this Article and shall issue an order in writing sustaining, modifying or withdrawing the notice, which shall be served. Upon failure to comply with any notice of the Building Official or any order of the City Commission, sustaining or modifying a notice, the license or permit of the manufactured home park affected by the notice or order shall be revoked and the construction or operation of the manufactured home park shall be terminated on the terms and conditions then specified by the Building Official or City Commission, as the case may be.
4. Whenever the Building Official finds that an emergency exists which requires immediate action to protect the public health, he may, without notice or hearing, issue an order reciting the existence of such an emergency and requiring that such action be taken as he may deem necessary to meet the emergency, including the suspension of the permit

or license. Notwithstanding any other provision of this Article, such order shall be effective immediately. Any person to whom such an order is directed shall comply therewith immediately, but may petition in the manner provided for in Subsection 2 and 3 of this section.

Section 17. Unused Manufactured Home Park: Whenever a property zoned "M-P" ceases to be used for such purposes for a period of one (1) year, the Planning Commission shall initiate action and hold a public hearing to rezone said property back to its former zoning district.

Section 18. Signs: Only one (1) sign per entrance shall be permitted at a manufactured home park. Said sign shall display no more than the name of the manufactured home park and shall be unilluminated. Said sign shall not exceed forty- eight square feet (48 sq. ft.) in area.

ARTICLE VII TRAVEL TRAILER PARK (TT-P)

Section 1. District Regulations: In District "TT-P", no land shall be used for purposes other than a travel trailer park, and no building shall be altered, enlarged or erected, except those intended or designed for use as travel trailers, pick-up coaches, motor homes, camping trailers, and accessory service buildings and facilities for such use.

Section 2. Definitions: For the purpose of this Article, the following definitions shall apply:

1. **Dependent Trailer:** A trailer, which is dependent upon a service building for toilet and lavatory facilities.
2. **Independent Trailer:** A trailer containing a water-flushed toilet, lavatory and/or kitchen sink connected to water storage and sewage holding tank, within the trailer.
3. **Natural or Artificial Barrier:** Any river, pond, canal, railroad, levee, embankment, fence or hedge.
4. **Permittee:** Any person to whom a permit is issued to operate or maintain a travel trailer park under the provisions of this Ordinance.
5. **Trailer:** Any of the following:
 - a. **Travel Trailer:** A vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel, recreational, and vacation uses, and when equipped for the road, having a width not to exceed eight feet (8') and body length not to exceed thirty-six feet (36').
 - b. **Pick-up Coach:** A structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel.
 - c. **Motor Home:** A portable, temporary dwelling to be used for travel and constructed as an integral part of a self-propelled vehicle.
 - d. **Camping Trailer:** A canvas, folding structure, mounted on wheels and designed for travel.
 - e. **Travel Trailer Park:** A parcel of land containing not less than three (3) acres, in which five (5) or more spaces are occupied or intended for occupancy by trailers for transient dwelling purposes.

- f. **Travel Trailer Space:** A parcel of land in a Travel Trailer Park for the placement of a single trailer and the exclusive use of its occupants.

Section 3. General Requirements:

1. The applicant for a Travel Trailer Park must satisfy the Planning Commission that he is financially able to carry out the proposed play. He shall prepare and submit a schedule for construction, which shall provide for commencement of construction within a period of one (1) year following the approval of the Planning Commission and which shall be completed within a period of two (2) years.
2. The applicant for a Travel Trailer Park shall prepare or cause to be prepared, a development plan and shall present three (3) copies of said plan for review by the Planning Commission. This plot plan shall conform with the following requirements:
 - a. The Travel Trailer Park shall be located on a well-drained site that is not subject to objectionable noise, smoke, odors, or other objectionable influences. Exposed ground surfaces shall be paved, covered with stone or other solid materials capable of preventing and eliminating dust.
 - b. Travel Trailer Parks shall have a maximum density of twenty-five (25) trailer spaces per acre. A minimum of five hundred square feet (500 sq. ft.) shall be provided for each trailer space.
 - c. The horizontal distance between adjacent trailers shall be not less than ten feet (10').
 - d. Interior vehicular roads shall have minimum driving widths as follows:

(1) One way, parking prohibited.....	11 feet
(2) One way, parking on one (1) side only.....	18 feet
(3) Two way, parking prohibited.....	24 feet
(4) Two way, parking on one (1) side only.....	27 feet
(5) Two way, parking on both sides.....	34 feet
 - e. All roadways and walkways within the travel trailer park shall be paved, covered with stone or other hard surface material. Roadways shall be adequately lit.

- f. The travel trailer park shall contain at least one (1) easily accessible recreation area which shall be no less than two hundred square feet (200 sq. ft.) for each trailer space in the park or two point three percent (2.3%) of the total gross park area, whichever is greater.
- g. The travel trailer park shall contain not less than five thousand five hundred square feet (5,500 sq. ft.) of additional parking space for accessory vehicles that will be used by occupants of travel trailer spaces. This parking area shall be separated from any travel trailer spaces by not less than fifteen feet (15') of buffer area.
- h. A fence, wall, or hedge and a ten foot (10') landscaped buffer area, or both, may be required by the Planning Commission to be placed between the travel trailer park and any adjoining land zoned "R-1", "R-2", "R-3", and "M- H". The height of such fence, hedge, or wall shall be no less than three feet (3') or no greater than six feet (6').
- i. Travel trailer spaces shall be rented by the day or week only, and the occupant of a travel trailer space shall remain at the same travel trailer park no more than one hundred twenty (120) days.

Section 4. Service Buildings: A central service building containing the necessary toilet and other plumbing fixtures specified shall be provided in travel trailer park areas which provide travel trailer spaces for dependent trailers. Service buildings shall be conveniently located within a radius of three hundred feet (300') of the travel trailer spaces provided.

NUMBER OF SPACES	TOILETS		URINALS	
	<u>MEN</u>	<u>WOMEN</u>	<u>MEN</u>	
1 - 15	1	1	1	
16 - 30	1	2	1	
31 - 45	2	2	1	
46 - 60	2	3	2	
61 - 80	3	4	2	
81 - 100	3	4	2	

NUMBER OF SPACES	LAVATORIES		SHOWERS		SERVICE SINK
	<u>MEN</u>	<u>WOMEN</u>	<u>MEN</u>	<u>WOMEN</u>	
1 - 15	1	1	1	1	1
16 - 30	2	2	1	1	1
31 - 45	3	3	1	1	1
46 - 60	3	3	1	1	1
61 - 80	4	4	2	2	1
81 - 100	4	4	3	3	3

For travel trailer parks having more than one hundred (100) travel trailer spaces, there shall be provided:

One (1) additional toilet and lavatory for each sex per each additional thirty (30) Travel trailer spaces;

One (1) additional shower for each sex per each additional forty (40) travel trailer spaces; and,

One (1) additional men's urinal per each additional one hundred (100) travel trailer spaces.

Section 5. Sewage Systems: Each travel trailer space shall be equipped with a trapped sewer at least four inches (4") in diameter for conveying and disposing of all sewage. Such system shall be designed, constructed, and maintained in accordance with State law and Sewer Codes of the City of Liberal.

1. **Sanitary Stations:** A sanitary disposal station shall be provided at the rate of one (1) station for every one hundred (100)-trailer spaces. The minimum sanitary disposal station shall have a trapped, four inch (4") sewer riser pipe, shall be connected to the travel trailer park sewage system, shall be surrounded at the inlet by a concrete apron sloped to the drain, and shall be provided with a suitable hinged cover and a water outlet to permit periodic wash down of the immediate adjacent areas. Such stations shall be screened from other activities by visual barriers such as fences, walls, or natural growth and shall be separated from any trailer space by a distance of not less than fifty feet (50'). All sewage systems of pipes, riser, vents and other plumbing fixtures shall be constructed and maintained in accordance with the City of Liberal Plumbing Codes.

Section 6. Electrical Distribution: Electrical wiring shall be installed in accordance with applicable City of Liberal Electrical Codes. Main power lines not located underground shall be suspended at least eighteen feet (18') above the ground. There shall be a minimum of eight feet (8') of vertical clearance between any trailer and the overhead wiring.

Section 7. Refuse Disposal: The storage, collection, and disposal of refuse in the travel trailer park shall be connected so as to create no health pollution. All refuse shall be stored in fly tight, watertight, rodent-proof containers which shall be located not more than one hundred fifty feet (150') from any trailer space. Containers shall be provided in sufficient number and capacity to store all refuse properly. Refuse collection stands shall be designed so as to prevent containers from being tipped, to minimize spillage and container deterioration and to

facilitate cleaning around them. All refuse shall be collected at least twice weekly.

Section 8. Register of Occupants: It shall be the duty of each permittee to keep a register containing a record of all trailer owners and occupants located within the park. The register shall contain the following information:

1. The name and address of each trailer owner or tenant.
2. The name and address of each owner of a motor vehicle.
3. The date of arrival and departure of each trailer.
4. The license tag number of each vehicle.

Section 9. Permit Application and Fees:

1. The annual permit fee for each travel trailer park shall be one dollar (\$1.00) per trailer space within the park or fifty dollars (\$50.00), whichever is greater.
2. A travel trailer park permit is not transferable.
3. Expiration date of the travel trailer park permit shall be December 31st of each year.
4. Application for original permits shall be submitted containing the following items:
 - a. The name and address of the applicant.
 - b. The location and legal description of the travel trailer park site.
 - c. The name and address of the manager of the travel trailer park.
 - d. The number of travel trailer spaces the park will accommodate.
 - e. A plan showing location of all travel trailer spaces, buildings, roadways, recreational areas, off-street parking areas, electric outlets, sewer outlets, water outlets, water mains, sewer mains, and other improvements and facilities constructed in the travel trailer park. The plan shall be drawn at a scale of one-inch equals one hundred feet or larger (1" = 100 ft.).
5. Upon receipt of the completed application, plans, and filing fees, an appropriate official from the City of Liberal shall check the application for compliance with this Article and other applicable codes. If the application is found to be in compliance with this Article and other codes, and if the

site is found to be in conformance with sanitary regulations, a permit shall be issued for a travel trailer park.

Section 10. Inspection Required: Upon the issuance of the permit for a travel trailer park or at any time, the City shall have the authority to have the park inspected by the appropriate officer(s) of the City, and if it shall be found that the holder of said permit has made any false or misleading statements in his application for permit, or that said holder of said permit has violated any provisions of this Article, the Governing Body shall have the power to revoke said permit.

Section 11. Revocation and Suspension: If the City shall determine, upon proper inspection, that the sanitary condition of the travel trailer park endangers the occupants of said park or the surrounding community, or that said sanitary facilities have become inadequate to properly protect the occupants of the travel trailer park, the City Governing Body shall have the power to require the holder of the permit, within twenty (20) days, to set said travel trailer park in proper sanitary condition. If upon notice from the City, the owner or manager of said travel trailer park shall fail or refuse to place said park in proper sanitary condition, the Governing Body shall have the right to revoke said permit.

Section 12. Unused Travel Trailer Park: Whenever a property zoned "TT-P" ceases to be used for such purposes for a period of one (1) year, the Planning commission shall initiate action and hold a public hearing to rezone said property back to its former, or compatible, zoning district.

ARTICLE VIII
“C-O” COMMERCIAL OFFICE BUILDING DISTRICT

Section 1. Intent and Purpose of District: The "C-O" Commercial Office Building District is intended for the purpose of office buildings to be used only for the administrative functions of companies, corporations, social or philanthropic organizations or societies and other offices as outlined in Section 3. The use intended will utilize areas within and outside other commercial zones.

Section 2. District Regulation: In District "C-O" no building, structure, land or premises shall be used, and no building or structure shall be hereafter erected, constructed, moved or altered, except for the use outlined in Section 3.

Section 3. Use Regulations:

1. Abstractors.
2. Accountants.
3. Advertising.
4. Architects.
5. Bars and Clubs.
6. Brokers.
7. Communication towers. (meeting the requirements of Article XX, Section 1, #11 of this code)
8. Dentists.
9. Employment Agencies.
10. Engineers.
11. Government Offices.
12. Labor Organizations.
13. Lawyers.
14. Microbreweries, micro distilleries and wineries.
15. Physicians, Osteopaths, Chiropractors, Optometrists, Psychologists.
16. Real Estate and Insurance.
17. Restaurants (including the sale of alcohol for consumption).
18. Telephone Answering Service.
19. Travel Agency.
20. Radio and Television Studios.
21. Similar Office Related Uses.

Section 4. Exceptions: None.

Section 5. Intensity of Use Regulations: In District "C-O" the height of buildings, the minimum dimensions of lots and yards and the minimum lot area per family permitted on any lot shall be as indicated in other sections of this article.

Section 6. Height Regulations: No building or structure shall exceed thirty feet (30') in height.

Section 7. Yard Regulations:

1. **Front Yards:** A front yard of not less than twenty- five feet (25') shall be provided.
2. **Side Yards:** There shall be a side yard on each side of a building of ten feet (10') when a residential district abuts the building. No less than fifteen feet (15') shall be provided on the street side of a corner lot.
3. **Rear Yards:** The depth of the rear yard shall be at least twenty-five feet (25').

Section 8. Screening Regulations: The Planning Commission may require a six-foot (6') high solid wood fence adjacent to a residential district.

ARTICLE IX
"C-1", NEIGHBORHOOD SHOPPING DISTRICT

Section 1. Intent and Purpose of District: It is the intent of the "C-1" Neighborhood Shopping District to permit retail sale of convenience goods and services.

Section 2. District Regulations: In District "C-1", no building shall be used and no building or structure shall be erected, altered, or enlarged, which is arranged, intended or designed for other than one of the uses listed in Section 3 below.

Section 3. Use Regulations:

1. Any use allowed in a C-O.
2. Apartments on floors other than the ground floor.
3. Banks and other savings and lending institutions.
4. Barber shops.
5. Beauty shops.
6. Boarding and lodging houses (above ground floor).
7. Candy and ice cream stores (except drive-ins).
8. Churches.
9. Cleaning and laundry pick-up stations.
10. Custom dressmaking, furrier, millinery, tailor shops, (employing less than five (5) persons).
11. Drug stores and proprietor stores with not over two thousand five Hundred square feet (2,500 sq. ft.) of selling area.
12. Electric and telephone substations.
13. Fix-it shops (radios, television, and small appliances).
14. Flower and gift shops.
15. Food stores (grocery, meat, and delicatessen).
16. Hardware stores.
17. Hotels and Motels.
18. Laundry (self-service).
19. Key shops.
20. Medical, dental, and health clinics (for people only).
21. Newsstands.
22. Nonprofit religious, educational and philanthropic institutions, but no penal or mental institutions.
23. Office - business, professional and public.
24. Parks, playgrounds, and community buildings.
25. Parking lots (customer and private).
26. Photographers.
27. Private clubs, fraternities, sororities and lodges.
28. Service stations.
29. Shoe repair and shoeshine shops.
30. The following uses may be allowed by special use permit when

submitted, reviewed and approved by the Board of Zoning Appeals:

- a. Children's amusement parks.
- b. Drive-in theaters.
- c. Miniature golf courses.
- d. Pre-Schools.
- e. Child Care Centers.

Section 4. Intensity of Use Regulations: Area occupied by buildings in this district shall not exceed forty percent (40%) of the ground area on which the building is located.

Section 5. Height Regulations: No building shall exceed forty feet (40') in height.

Section 6. Yard Regulations:

1. Front Yard:

- a. There shall be a front yard having a depth of not less than twenty-five feet (25') except as required for arterial and collector streets. (See Additional Height, Area and Use Regulations).
- b. Where a lot or lots have double frontage, the required front yard shall be provided on both streets.
- c. Where a lot is located at the intersection to two (2) or more streets, there shall be a front yard on each street side of the lot.
- d. No accessory building shall project beyond the front yard line on either street.

2. Side Yard: There shall be a side yard on each side of a building and said side yard shall not be less than five feet (5').

3. Rear Yard: Except as otherwise provided in the Additional Height, Area and Use Regulations of this Ordinance, there shall be a rear yard for buildings in this district and said rear yard shall have a depth of not less than twenty-five feet (25').

ARTICLE X

“C-2” GENERAL COMMERCIAL DISTRICT

Section 1. Intent and Purpose of District: The "C-2" General Commercial District is intended for the purpose of allowing basic retail, service, and office uses in addition to those normally permitted in neighborhood centers. This district is also intended to provide locations for commercial activity that does not require a central location downtown, but does require a location easily accessible to the downtown shoppers. Business uses needing large floor areas, particularly those of a service nature and not compatible with Central Business District users, are included in this district.

Section 2. District Regulations: In District "C-2", no building shall be used and no building or structure shall be erected, altered, or enlarged, which is arranged, intended or designed for other than one of the uses listed in Section 3 below.

Section 3. Use Regulations:

1. Any use allowed in C-O or C-1.
2. Adding machine and other small business machine repair, sales and service shops.
3. Amusement places.
4. Animal hospitals, clinics and kennels, providing the establishment and runs are completely enclosed in a building.
5. Antique shops and stores, providing all merchandise is displayed and sold inside a building.
6. Apparel and accessory stores.
7. Armories.
8. Art and art supply stores.
9. Auditoriums and similar places of public assembly.
10. Automobile and mobile home sales and service.
11. Automobile paint and body shops, providing that such use is not noxious or offensive by reason of vibration or noise beyond the confines of the building.
12. Automobile parking lots and garages (public and private).
13. Automobile supply stores.
14. Bicycle shops.
15. Books and stationery stores.
16. Bowling alleys and recreational buildings.
17. Business and technical schools, schools for photography, music and dancing.
18. Car washing establishments.
19. Carpenter and Cabinet Shops employing ten (10) persons or less on site.
20. Churches and parish homes.
21. Cigar and tobacco stores.
22. Clothing and costume rental.

23. Commercial recreational uses.
24. Custom Dressmaking, Furrier, Millinery, Upholstery and Tailor Shops, employing ten (10) persons or less on site.
25. Delicatessens and catering establishments.
26. Department stores.
27. Drug stores and prescription shops.
28. Dry goods and notion stores.
29. Dry Cleaning and Laundry establishments employing ten (10) persons or less on site.
30. Electric repair shops (household appliances).
31. Farm Implement and Truck Sales and Service.
32. Field crops, nurseries, tree crops, and truck gardens.
33. Fire stations, police stations, and jails.
34. Furniture and home furnishing stores and warehouses.
35. Garages (public and private).
36. Golf courses (including miniature golf and driving tees).
37. Government administration buildings.
38. Hobby, stamp and coin shops.
39. Household appliance stores.
40. Interior decorator's shops.
41. Jewelry and metal craft shops.
42. Leather goods and luggage stores.
43. Libraries and museums.
44. Lumberyards.
45. Mail order catalog stores.
46. Medical and orthopedic appliance stores.
47. Meeting halls and auditoriums.
48. Musical instrument sales and service shops.
49. Musical studios, radio and television stores.
50. Newspaper offices.
51. Newsstands.
52. Office supply and office equipment stores.
53. Optician and optometrist shops.
54. Package liquor stores.
55. Paint stores.
56. Parking lots and garages (commercial).
57. Pawn shops.
58. Pet shops.
59. Photographic equipment and supply stores.
60. Picture frame shops.
61. Plumbing shops employing ten (10) persons or less.
62. Post office and court buildings.
63. Printing and publishing houses (including newspapers).
64. Private clubs, fraternities, sororities, and lodges.
65. Public and parochial schools (elementary through high school).
66. Radio and television studios.

67. Service stations with underground gas storage.
68. Self-service laundries.
69. Sewing machine stores.
70. Sheet metal shops, employing ten (10) persons or less.
71. Shoe stores.
72. Sporting and athletic goods stores (including belt shops).
73. Tailor shops, employing ten (10) persons or less.
74. Theaters.
75. Tire repair shops.
76. Tinsmith shops, employing ten (10) persons or less.
77. Toy stores.
78. Travel bureaus.
79. Underground bulk storage for oil, gasoline and other petroleum products.
80. Undertaking establishments.
81. Used car lots.
82. Utility company offices.
83. Variety stores and shops.
84. Wallpaper stores and shops.
85. Watch repair shops.
86. Accessory uses customarily incident to the above uses.

Section 4. Intensity of Use Regulations: The following uses may be allowed by special use permit when submitted, reviewed and approved by the Board of Zoning Appeals.

1. Pre-Schools
2. Child Care Centers.
3. Taverns
4. Massage parlors

Section 5. Height Regulations: No building shall exceed forth-five feet (45') in height, except as provided in the Additional Height, Area and Use Regulations.

Section 6. Yard Regulations:

1. **Front Yard:** No front yard setback is required, except as required for arterial or collector streets. (See Additional Height, Area and Use Regulations).
2. **Side Yard:** No side yard shall be required, except where such side yard is adjacent to a dwelling district zone, in which case there shall be required five feet (5') of side yard on the side of the lot which abuts the residential district zone or except where a side yard is required for fire regulations.

3. **Rear Yard:** No rear yard shall be required, except where such rear yard is adjacent to an area zoned for dwelling purposes, in which case there shall be required fifteen feet (15') of rear yard.

ARTICLE XI

“C-3” CORE COMMERCIAL DISTRICT

Section 1. Intent and Purpose of District: The "C-3" Core Commercial District is intended for the purpose of grouping retail-merchandising activities into a concentrated area serving the general shopping needs of the trade area. Principal permitted uses include department stores, apparel stores, general retail sales and services, and similar uses appropriate for comparison shopping. The grouping is intended to strengthen the business level of the central business activity.

Section 2. District Regulations: In District "C-3", no building shall be used and no building or structure altered, enlarged or erected, which is arranged, intended or designed for other than one of the uses listed in Section 3 below:

Section 3. Use Regulations:

1. Any use allowed in C-O, C-1 or C-2
2. Appliance stores.
3. Artist studios.
4. Automobile sales and service.
5. Bakery and pastry shops (retail only).
6. Chiropody, massage or similar personal services.
7. Catalog stores.
8. Cigar and tobacco stores.
9. Clothing stores.
10. Heating and air conditioning shops, providing all merchandise is located in a building.
11. Glass stores.
12. Public buildings.
13. Railway, taxi and bus passenger stations.
14. Stores and shops for the conduct of retail business similar to the uses listed in this section.
15. Tailor shops.
16. Television and radio sales and service establishments.
17. Accessory uses customarily incident to the above uses.
18. Any normally recognized commercial use, not prohibited elsewhere in code.

Section 4. Intensity of Use Regulations: The following uses may be allowed by special use permit when submitted, reviewed and approved by the Board of Zoning Appeals.

1. Apartments and apartment buildings; Lodging House; Rooming House
2. Auditoriums and similar places of public assembly;
3. Business and technical schools;

4. Churches and similar places of worship;
5. Hotels and motels;
6. Meeting halls;
7. Taverns and clubs where malt beverages are sold; and
8. Massage Parlors.

Section 5. Height Regulations: No building shall exceed sixty feet (60') in height, except as otherwise provided in the Additional Height, Area, and Use Regulations of this Ordinance.

Section 6. Yard Regulations:

1. **Front Yard:** No front yard is required for any building in the "C-3" Central Business District.
2. **Side Yard:** No side yard is required for any building in the "C-3" Central Business District.
3. **Rear Yard:** No rear yard is required for any building in the "C-3" Central Business District.

ARTICLE XII

“I-P” INDUSTRIAL PARK DISTRICT

Section 1. Intent and Purpose of District: It is the intent of the "I-P" Industrial Park District to allow certain industrial land uses in a park-like atmosphere and to control the type of use, setback, loading and unloading. It is also intended that this zone be compatible with adjoining residential and commercial land uses.

Section 2. District Regulations: The regulations set forth in this Article or set forth elsewhere in this Ordinance, when referred to in this Article are the regulations for "I-P" Industrial Park District. No building or structure shall be erected, altered or enlarged, which is arranged, intended or designed for other than one of the uses listed in Section 4 below.

Section 3. General Requirements:

1. The tract for use as an Industrial Park District shall be not less than ten (10) acres in area.
2. An applicant for a change in zoning to "I-P" must satisfy the Planning Commission that he has the ability to carry out the proposed plan and shall prepare and submit a schedule for construction. The proposed construction shall begin within a period of two (2) years following approval by the Governing Body and forty percent (40%) of the total planned construction shall be completed within a period of three (3) years following such approval.
3. Such applicant also shall prepare and submit a rezoning application and a preliminary development plan for review and approval by the Planning Commission, which shall include:
 - a. A topographic map showing contours at intervals of one foot (1').
 - b. A plot plan showing:
 - (1) Building locations on the tract to conform with the yard requirements in Section 7 below.
 - (2) Access from streets.
 - (3) Parking arrangements and number of spaces (all parking shall be off-street) to conform with Section 8 below.
 - (4) Interior drives and service areas.
 - (5) Landscaped buffer strips to conform with Section 7 below.

- c. Location map showing the development and zoning of the adjacent property within two hundred feet (200'), including the location and the type of buildings and structures thereon.
 - d. The full legal description of the boundaries of the properties to be included in the area to be zoned "I-P" Industrial Park District.
 - e. A map showing the general arrangement of streets within an area of one thousand feet (1,000') from the boundaries of the area to be zoned "I- P" Industrial Park District.
 - f. A map showing location of proposed sewer, water and other utility lines.
 - g. A description of general character of the proposed buildings.
4. Upon approval of the preliminary development plan by the Planning Commission, the applicant shall prepare and submit a final development plan, which shall incorporate any changes or alterations requested. The final development plan and the Planning Commission recommendation shall be forwarded to the Governing Body for review and final action.

Section 4. Use Regulations: The following uses may be permitted providing the entire operation is conducted within a building or an enclosed and landscaped yard. (See Section 8 for requirements for enclosures other than buildings.)

- 1. Animal hospitals or clinics, provided the establishment and runs are completely enclosed.
- 2. Bottling works.
- 3. Blacksmith shops.
- 4. Building materials, storage and sales.
- 5. Carpenter, cabinet, plumbing, and sheet metal shops.
- 6. Communication towers. (meeting the requirements of Article XX, Section 1, #11 of this code)
- 7. Contractor's office and equipment storage yard, providing the storage yard is completely enclosed with a six-foot (6') solid fence or wall.
- 8. Dry cleaning and laundry plants.
- 9. Feed and seed stores.
- 10. Frozen food lockers.
- 11. Greenhouses and nurseries.
- 12. Lumber yards.
- 13. Machinery sales and storage lots (including farm and garden machinery.)
- 14. Manufacturing or fabricating establishments which are not noxious or offensive by reason of vibration, noise, dust, fumes, gas, odor or smoke.
- 15. Motor vehicle and farm implement sales and storage.

16. Public utility and public service uses.
17. Radiator repair shops.
18. Truck and rail terminals.
19. Upholstering shops.
20. Warehouses or storage houses.
21. Wholesale houses.
22. Above ground flammable liquid storage tanks are permitted if all other requirements are met.

Section 5. Intensity of Use Regulations:

1. A building, structure or use allowed in this district may occupy all that portion of a lot except for the area required for off-street parking, off- street loading and unloading, and their access roads and as otherwise required in Sections 7 and 8 below.
2. In the case where the required off-street parking and/or loading and unloading will be provided within the building or structure, then the building or structure may cover the entire lot, except as otherwise required in Section 7 below.

Section 6. Height Regulations:

1. When a building or structure is within one hundred fifty feet (150') of a residential district zone, said building or structure shall not exceed forty-five feet (45') in height.
2. When a building or structure is more than one hundred fifty feet (150') from a residential district zone, said building or structure shall not exceed seventy-five feet (75') in height.

Section 7. Yard Regulations:

1. **Front Yard:** A front yard of thirty feet (30') shall be required for uses permitted in this district, except as provided in the Additional Height, Area and Use Regulations of this Ordinance.
2. **Side Yard and Rear Yard:** No side yard or rear yard shall be required for uses in this district except where such use abuts a residential district zone, in which case there shall be required fifteen feet (15') of side and/or rear yard on the side of the lot and/or on the rear of the lot which abuts the residential district. Said fifteen feet (15') shall contain a fence or wall and a shrub border to screen residential zoned property from the proposed use. The wall and shrub border shall be adequately maintained by the property owner.

Section 8. Enclosures Other Than Buildings:

1. Where storage of equipment or supplies is provided outside of a building, a fence or wall and a landscaped hedge shall be provided along the front building lines to screen said storage area. Where a lot fronts on more than one street, the fence or wall and hedge shall be provided along all street frontages.
2. The fence or wall and hedge shall be adequately maintained by the property owner.

ARTICLE XIII

“I-1” LIGHT INDUSTRIAL DISTRICT

Section 1. Intent and Purpose of District: The "I-1" Light Industrial District is intended for the purpose of allowing certain industrial uses which **DO NOT**:

1. Require intensive land coverage.
2. Generate large volumes of vehicular traffic.
3. Create obnoxious sounds, glare, dust or odor.

Section 2. District Regulations: In District "I-1", no building or land shall be used and no building or structure shall be erected, altered or enlarged, which is arranged, intended or designed for other than one (1) of the uses listed in Section 3 below.

Section 3. Use Regulations:

1. Any use permitted in an I-P.
2. Automobile paint and body shops, providing that such use is not noxious or offensive by reason of vibration or noise beyond the confines of the building.
3. Billboards subject to requirements outlined in Article XVI, Sign Regulations.
4. Dog kennels, providing the establishment and runs are completely enclosed.
5. Light manufacturing operations, providing that such use is not noxious or offensive by reason of vibration or noise beyond the confines of the building or emission of dust, fumes, gas, odor or smoke.
6. Monument sales.
7. Telephone exchanges, microwave towers, radio towers, television towers, telephone transmission buildings, electric power plants.
8. Sign printing and manufacturing.
9. Underground bulk storage for oil, gasoline, and other petroleum products.

Section 4. Intensity of Use Regulations:

1. A building, structure or use allowed in this district may occupy all that portion of the lot except for that area required for off-street parking and off-street loading and unloading and their access roads and as otherwise required in Section 6.
2. In the case where the required off-street parking and/or loading and unloading will be provided within the building or structure, then the

structure may cover the entire lot except as otherwise required in Section 6 below.

Section 5. Height Regulations:

1. When a building or structure is within one hundred fifty feet (150') of a residential district zone, said building or structure shall not exceed forty-five feet (45') in height.
2. When a building or structure is more than one hundred fifty feet (150') from a residential district zone, said building or structure shall not exceed seventy-five feet (75') in height.

Section 6. Yard Regulations:

1. **Front Yard:** No front yard shall be required for uses permitted in this district except as required for arterial and collector streets. (See Additional Height, Area, and Use Regulations of this Ordinance).
2. **Side Yard:** No side yard shall be required for uses in this district, except where such use abuts a residential district zone, in which case there shall be required fifteen feet (15') of side yard of the lot which abuts the residential district.
3. **Rear Yard:** No rear yard shall be required in this district, except where such rear yard abuts a residential district zone, in which case there shall be required fifteen feet (15') of rear yard.

ARTICLE XIV
"I-2" HEAVY INDUSTRIAL DISTRICT

Section 1. Intent and Purpose of District: The "I-2" Heavy Industrial District is intended for the purpose of allowing basic or primary industries, which are generally not compatible with residential and/or commercial activity. Certain extremely obnoxious or hazardous uses will require special permission to locate in this district.

Section 2. District Regulations: In District "I-2", no building or land shall be used and no building or structure shall be erected, altered or enlarged, which is arranged, intended, or designed for other than one of the uses listed in Section 3 below.

Section 3. Use Regulations:

1. Any use permitted in I-P or I-1.
2. Grain Elevators.
3. The following uses of land may be allowed in this district by special use permit when submitted, reviewed, and approved by the Board of Zoning Appeals:
 - a. Automobile wrecking yards, junk yards, and scrap processing yards, and one on site residential structure, subject however, to the restrictions in the Article on the Board of Zoning Appeals.
 - b. Petroleum refining.
 - c. Ready-mix concrete and asphalt mix plants.
 - d. Manufacturing or storage of bulk, oil, gas and explosives.
 - e. Other uses which may be noxious or offensive by reason of the emission of odor, dust, smoke, gas, noise or vibration.

Section 4. Intensity of Use Regulations:

1. A building, structure or use allowed in this district may occupy all that portion of the lot except for that area required for off-street parking and off-street loading and unloading and their access roads and as otherwise required in Section 6.
2. In the case where the required off-street parking and/or loading and unloading will be provided within the building or structure, then the structure may cover the entire lot except as otherwise required in Section 6 below.

Section 5. Height Regulations:

1. When a building or structure is within one hundred fifty feet (150') of a residential district zone, said building or structure shall not exceed forty-five feet (45') in height.
2. When a building or structure is more than one hundred fifty feet (150') from a residential district zone, said building or structure shall not exceed one hundred fifty feet (150') in height, if not in conflict with airport approach zones.

Section 6. Yard Regulations:

1. **Front Yard:** No front yard shall be required for uses permitted in this district except as required for arterial and collector streets. (See Additional Height, Area, and Use Regulations of this Ordinance).
2. **Side Yard:** No side yard shall be required for uses in this district, except where such use abuts a residential district zone, in which case there shall be required fifteen feet (15') of side yard of the lot which abuts the residential district.
3. **Rear Yard:** No rear yard shall be required in this district, except where such rear yard abuts a residential district zone, in which case there shall be required fifteen feet (15') of rear yard.

ARTICLE XV
“I-2A” HEAVY INDUSTRIAL DISTRICT

Section 1. Intent and purpose of District: The "I-2A" Heavy Industrial District is intended to allow certain use which requires large land sited, generates large volumes of auto and truck traffic, and which may create noxious sounds, fumes, gas, dust, smoke, odor and visual clutter.

Section 2. District Regulations: In District "I-2A", no buildings or land shall be used and no building or structure shall be erected, altered or enlarged, which is arranged, intended, or designed for other than one of the uses listed in Section 3 below.

Section 3. Use Regulations:

1. Any use permitted in I-P, I-1 or I-2.
2. Animal slaughtering and processing packing plants and any use incidental to their normal operation.
3. Wastewater Plant and uses incidental to its operation.
4. Sanitary Landfills that are licensed by the state.
5. The following uses of land may be allowed in this district by special use permit when submitted, reviewed, and approved by the Board of Zoning Appeals.
 - a. Automobile wrecking yards, junkyards, scrap processing yards, and recycling yards and plants; subject to conditions and restrictions placed on the operation by the Board of zoning Appeals.
 - b. Petroleum refining.
 - c. Ready-mix concrete plants and asphalt mix plants.
 - d. Manufacturing and storage of bulk, oil, gas and explosives.
 - e. Other uses which may be noxious or offensive by reason of the emissions of odor, dust, smoke, gas, noise or vibration.

Section 4. Intensity of Use Regulations:

1. A building, structure or use allowed in this district may occupy all that portion of a lot except for the area required for off-street parking, off- street loading and unloading, and their access roads and as otherwise required in Section 6.
2. In the case where the required off-street parking and/or loading and unloading will be provided within the building or structure, then the building or structure may cover the entire lot except as otherwise required in Section 6 below.

Section 5. Height Regulations:

1. When a building or structure is within one hundred and fifty feet (150') of a residential district zone, said building or structure shall not exceed forty-five feet (45') in height.
2. When a building or structure is more than one hundred and fifty feet (150') from a residential zone, said building or structure shall not exceed one hundred and fifty feet (150') in height, if not in conflict with airport approach zones.

Section 6. Yard Regulations:

1. **Front yard:** No front yard shall be required for uses permitted in this district, except as required for arterial and collector streets. (see additional height, area, and use regulations of this ordinance).
2. **Side Yard:** No side yard shall be required for uses in this district, except where such use abuts a residential zone, in which case there shall be a minimum of fifty feet (50') of side yard on the side of the lot which abuts the residential district.
3. **Rear Yard:** No rear yard shall be required in this district, except where such rear yard abuts a residential zone in which case there shall be a required fifty feet (50') of rear yard.

ARTICLE XVI SIGN REGULATIONS

1. **Intent and Purpose:** It is the intent and purpose of these sign regulations to qualify, supplement or define the allowable uses of the several types of signs allowed in the district regulations appearing elsewhere in this regulation.
2. **Applicability:** Any freestanding sign shall, by definition, be a structure. No land, personal property or structure shall be used for sign purposes except as specified herein. All signs legally existing at the time of passage of these regulations may remain in use under the conditions of legal nonconformance. Signs in legal nonconformance shall not be enlarged, moved, lighted, or reconstruct; however, the change of the advertising display shall not be restricted except as previously stated. No sign shall be erected, enlarged, constructed or otherwise installed without first obtaining a sign permit, and a sign permit shall be legally issued only when in compliance with this sign regulation. All signs shall be constructed in such a manner and of such material that they shall be safe and substantial.
3. **Submission Requirements:** A complete application for a Sign Permit shall be submitted to the Building Inspector in a form established by the City, along with pictures or drawings showing the proposed signs.
4. **Review and Action:** The Building Inspector shall review the sign permit application in detail for the purpose of determining whether the proposed sign complies with all the applicable sign regulations of this Article, if applicable. After the submission of the completed application for a Sign Permit, the Building Inspector shall either:
 - A. Issue the Sign Permit, if the sign complies in every respect with the standards of this Article, if applicable; or
 - B. Deny the Sign Permit if the sign fails in any way to comply with the standards of this Article. If denied, the Building Inspector shall specify all reasons for the denial.
5. **Classification of Signs:**
 - A. Functional Types:
 - (1) **Bulletin Board Sign:** A sign that indicates the name of an institution or organization on whose premises it is located and which contains the name of the institution or organization, the name or names of persons connected with it, and announcement of persons, events or activities occurring at the institution. Such sign may also present a greeting or similar message.

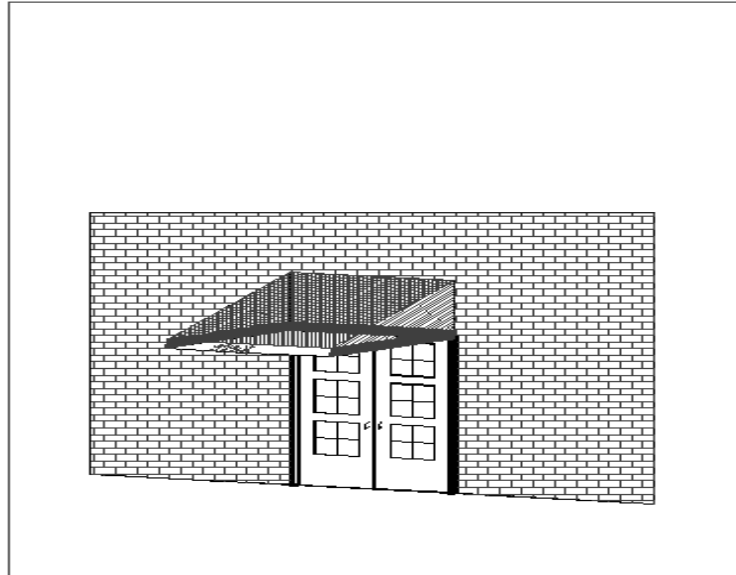
- (2) Business Sign: A sign which directs attention to a business or profession conducted, or to products, services or entertainment sold or offered upon the premises where such sign is located, or to which it is affixed.
- (3) Identification Sign: A sign giving only the name and address of a structure, business, development or establishment. Such signs may be wholly or partly devoted to a readily recognized symbol.
- (4) Memorial Sign: A sign, monument or statue serving to help people remember some person or event.
- (5) Name Plate Sign: A sign giving the name and/or address of the owner or occupant of a structure or premises on which it is located and, where applicable, a professional status.
- (6) Temporary Portable Display Sign: Any movable display structure, capable of relocation, under its own power, or towed by a motor vehicle. The display message of the sign may be painted or non-painted and capable of being readily altered. Portable display signs may be with or without electrical illumination and power, and with or without wheels.
- (7) Temporary Sign: A display sign as listed below that is limited in time that such sign may remain in use either by the limitations of these regulations or the conditions of a sign permit.
 - (a) Real Estate Sign: A sign pertaining to the sale or lease of a lot or tract of land on which the sign is located, or to the sale or lease of one or more structures, or a portion thereof on which the sign is located.
 - (b) Development Project (Construction) Sign: A sign indicating the names of the architects, engineers, landscape architects, contractors and similar artisans involved in the design and construction of a structure, complex or project only during the construction period and only on the premises on which the construction is taking place.
 - (c) Political Campaign Signs: A sign relating to a candidate, political party, ballot issue or other issue to be voted upon in any public election.
- (8) Electronic Message Centers: Freestanding and wall signs are allowed by permit with the following restrictions:

- (a) Freestanding and wall signs, which function as an electronic message centers shall not exceed a total display area as listed. Along US 54 and the 83 By Pass 150 square feet, Commercial and Industrial Districts 100 square feet, and signs that are used by schools or churches in Residential Districts 50 square feet. This display area will be subtracted from the total display area allowed;
- (b) No electronic message center shall be erected without a light detector/photocell, or a scheduled dimming timer by which the sign's brightness shall be dimmed when the ambient light condition darkens. Electronic message center signs shall not display an illuminative brightness exceeding (400) NITs at any time between one-half (1/2) hour after sunset until one-half (1/2) hour before sunrise or five thousand (5,000) NITs between one-half (1/2) hour before sunrise until one-half (1/2) hour after sunset.
- (c) Electronic message centers are permitted to utilize the static display with "fade" or "dissolve" transitions and frame effect. Electronic message center may be changed at periodic intervals by said entry and exit effects provided that the minimum message time for a message shall be three (3) seconds. Transition time between frames shall not exceed two (2) seconds nor be less than a minimum of 0.3 seconds;
- (d) Electronic message centers shall be turned off no later than 10:00 PM if located within one hundred (100) feet of a residentially zoned district;

B. Structural Types:

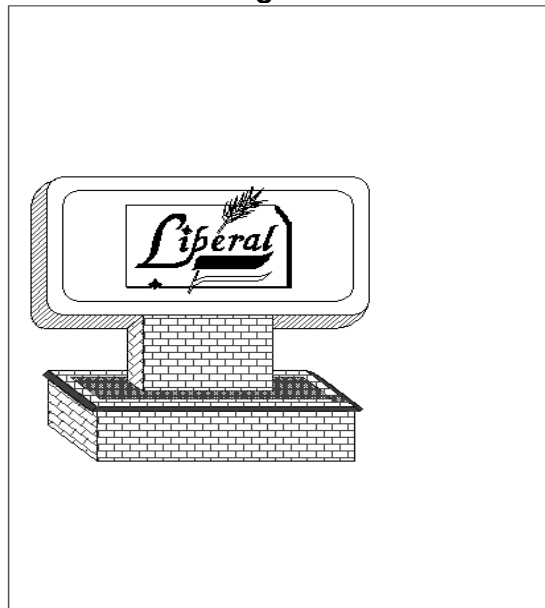
- (1) Advertising Signs: (Billboards) A sign which directs the attention of the public to any goods, merchandise, property, business, service, entertainment or amusement conducted or produced which is bought or sold, furnished, offered or dealt in elsewhere than on the premises where such sign is located or to which it is affixed.
- (2) Awning, Canopy or Marquee Sign: A sign that is mounted on, painted on, or attached to, an awning, canopy or marquee. No such signs shall project above, below or beyond the awning, canopy or marquee.

Figure 3
Canopy Sign



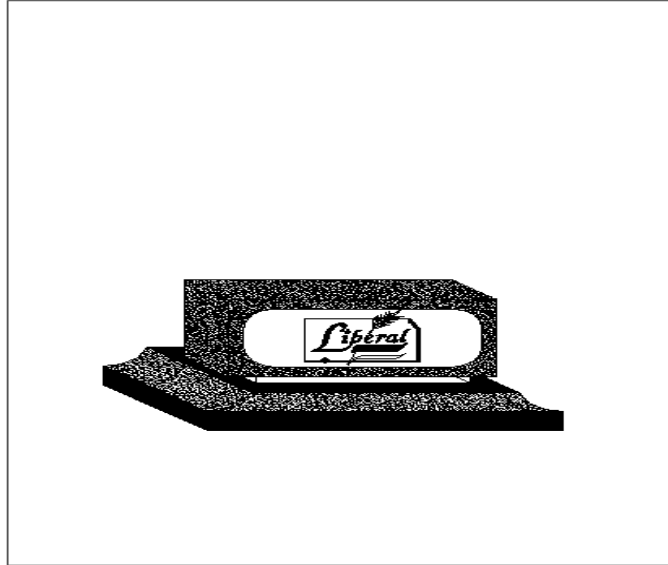
- (3) Ground Sign: Any sign placed upon, or supported by, the ground independent of the principal structure on the property, where the bottom edge of the sign is less than six feet above the ground, and the base is no less than 50 percent of the width of the face of the sign, presenting a monolithic structure.

Figure 4
Ground Sign



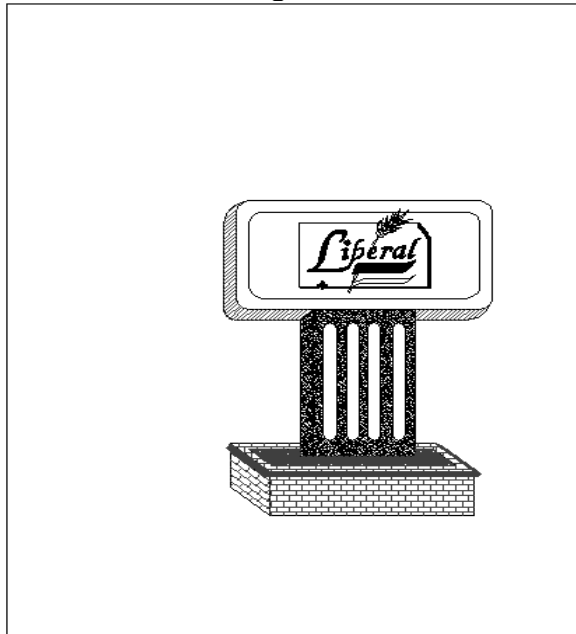
- (4) Monument Sign: Any sign whose base is greater in width than the face of the sign, and whose height is no greater than 6 feet.

Figure 5
Monument Sign



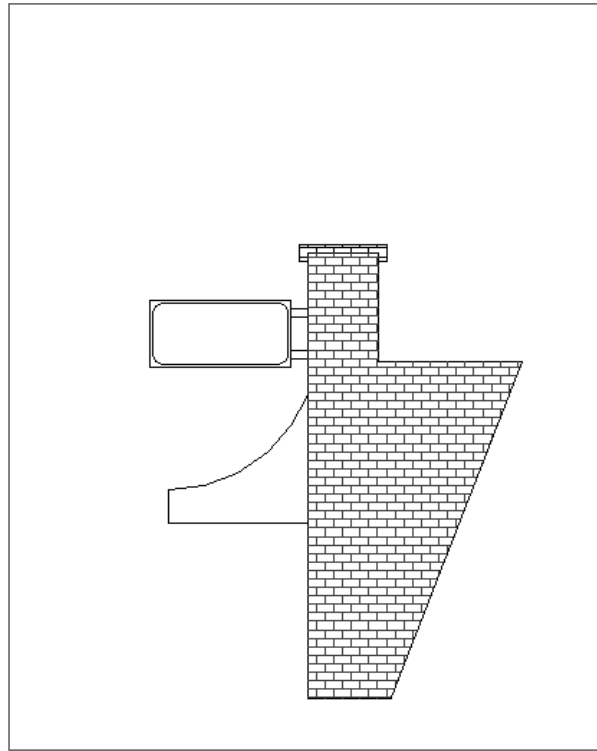
- (5) Elevated Sign: Any sign placed upon, or supported by, the ground independent of the principal structure on the property where the bottom edge of the sign is ten feet or more above the ground level.

Figure 6
Elevated Sign



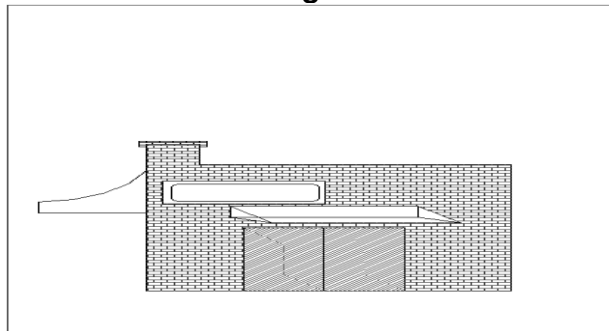
- (6) Projecting Sign: A sign that is wholly or partly dependent upon a structure for support and which projects more than 12 inches from such structure.

Figure 7
Projecting Sign



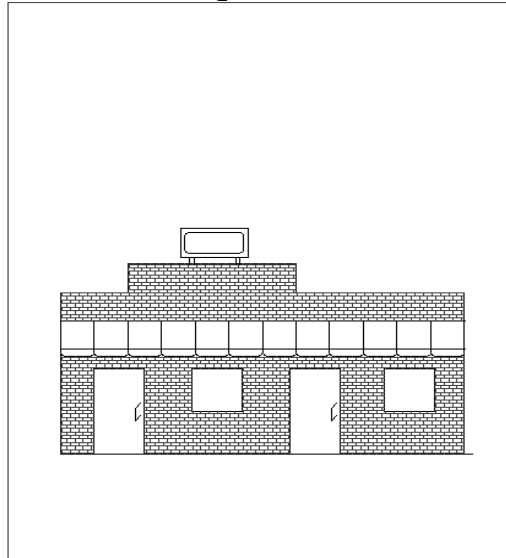
- (7) Wall Sign: A sign fastened to or painted on a wall of a structure in such a manner that the wall becomes merely the supporting structure or forms the background surface, and which does not project more than 12 inches from such structure.

Figure 8
Wall Sign



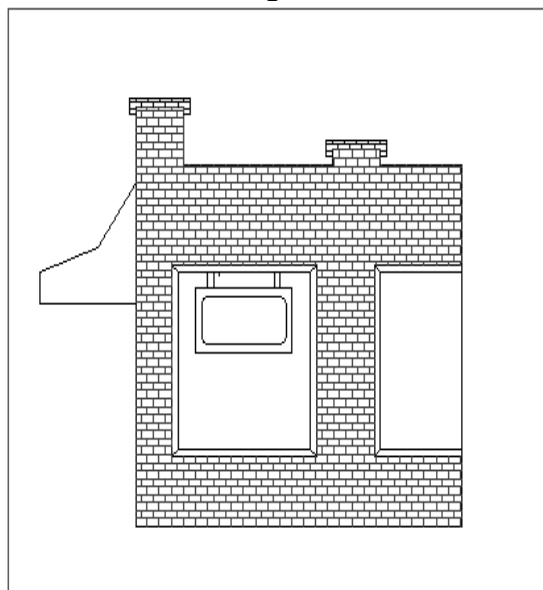
- (8) Roof Sign: A sign primarily supported on the roof of a structure. Roof signs shall not project more than 12 inches beyond the face of the structure.

**Figure 9
Roof Sign**



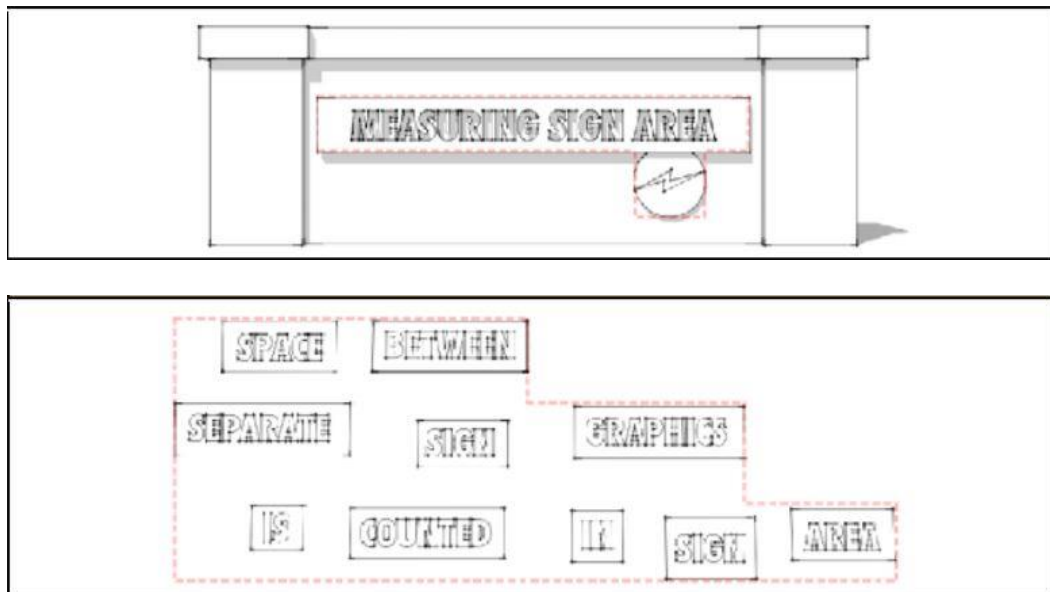
- (9) Window Display Sign: Any sign, pictures, symbol, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale, or service that is placed inside a window or upon the windowpanes or glass and is visible from the exterior of the window.

**Figure 10
Window Sign**



General Standards:

- A. Gross Service Area of Sign:** Gross service area shall be calculated as the area within a continuous perimeter with up to eight straight sides and 90 degree corners, that encloses the limits of text and graphics of a sign, together with any frame or other material or color forming an integral part of the display or used to differentiate the sign's message from the background against which it is placed (unless the structure is an integral part of the display or used to differentiate it), but includes any open space contained within the outer limits of the display face of a sign, or between any component, panel strip, or figure of any kind composing the display face, whether this open space is enclosed by a frame or border or not.. If more than one side of a sign is utilized as a sign, then only the largest side shall be computed and shall be counted as a portion of the gross service area.



- B. Sign Height:** Sign height shall be measured from the ground elevation at the base of the sign to the highest element of the sign.
- C. Sign Spacing:** No pole, ground, or interstate service sign shall be authorized within fifty (50) feet of another such sign on the same side of any one street, and no advertising sign shall be authorized except as follows:
- (1) **Minimum Spacing for Advertising Signs:** The spacing of Advertising Signs shall be in accordance with the state of Kansas at K.S.A. 68-2331, *et. seq.*; except that, no advertising sign shall be closer than 660 feet from another advertising sign on either side of the road, measured

along the center line of the pavement between points directly adjacent to each respective Advertising Sign.

- (2) Maximum Size: Advertising Signs shall meet size requirements of the state of Kansas.
- (3) Maximum Height: Advertising Signs shall meet height requirements of the state of Kansas.
- (4) Required Setback: Advertising signs shall meet setback requirements of the state of Kansas.
- (5) Location: Advertising signs shall not be located within the corporate limits of the City of Liberal, and shall be restricted to the extraterritorial areas of the city regulatory jurisdiction.

D. Illumination Sign: A sign designed to give forth-artificial light or designed to reflect light derived from any source.

- (1) Illuminated signs shall be designed as to reflect or direct light away from any residential dwelling district. Any illuminated sign located on a lot adjacent to, in front of or across the street from any residential district, which sign is visible from such residential district, shall be illuminated only during business hours or between the hours of 7:00 A.M. and 11:00 P.M.
- (2) Illuminated signs in direct vision of a traffic signal shall not be in red, amber or green illumination.
- (3) Gooseneck reflectors and lights shall be permitted on ground, wall and painted signs. The reflectors shall be provided with proper glass lenses concentrating the illumination upon the area of the sign so as to prevent glass upon the street or adjacent property.

E. Flashing or Moving: Any illuminated sign on which the artificial light is not constant in intensity and color at all times. For the purpose of this regulation, any sign that is revolving, rotating, moving, animated, has moving lights or creates the illusion of movement shall be considered a moving sign.

- (1) A sign, which displays the current time and/or temperature by use of intermittent lighting shall not be deemed a flashing sign if the lighting changes are limited to text indicating time, temperature or other public messages.

- (2) A sign that utilizes a screen for the display of an electronically generated image or message via either internal illumination of the screen or external projection onto the screen, such as but not limited to Light Emitting Diodes (LED) or other digital or electronic technology that allows intermittent change of the message or animated display by electronic signal shall be considered an Electronic Sign.
- (3) The required setbacks for Electronic Message Boards using (LED) Light Emitting Diodes for displays is none, and shall not be within the line of sight of any traffic signal control device. The bottom edge shall be a minimum height of (10') ten feet from grade as set forth in Article Sixteen (16) "Sign Regulations" of the Zoning Ordinance.
- (4) Flashing, Moving or Electronic Signs in direct vision of a traffic signal shall not be in red, amber or green illumination.

F. Obstruction to Doors, Windows or Fire Escapes or other Access Way: No sign shall be created, relocated, or maintained so as to prevent free ingress to or egress from any door, window, or fire escape or other access way. No sign of any kind shall be attached to a standpipe or fire escape.

G. Signs on Trees or Utility Poles: No sign shall be attached to any utility pole or tree.

H. Traffic Safety:

- (1) No sign shall be maintained at any location where by reason of its position, size, shape or color, may obstruct, impair, obscure, interfere with the view of, or be confused with any traffic or railroad control sign, signal or device, or where it may interfere with, mislead, or confuse traffic; or which makes use of the words "Stop," "Look," "Drive-In," "Danger" or any other word, phrase, symbol or character in such a manner as to interfere with, mislead or confuse traffic.
- (2) Any sign located within three (3) feet of a driveway or within a parking area shall have its lowest elevation at least ten feet above the curb level; however, in no event shall any sign be placed so as to project over any public right-of-way.
- (3) Under no circumstances shall any sign other than traffic or public regulatory signs as exempted in Section 7 (a)(2) be placed in the sight triangle as defined by this regulation.

I. Lineal Street Frontage: In those districts where gross sign area is allocated based on lineal street frontage and the tract or parcel is adjacent

to more than one street, the lineal street frontage shall be computed as follows:

- (1) For those tracts or parcels other than commercial development located on major streets as designated in the Major Street Plan of the Comprehensive Plan, the lineal street frontage shall be the distance of that property line abutting the major street.
- (2) For those tracts or parcels other than commercial development not located on a major street, the lineal street frontage shall be one-half the sum of all the street frontages.
- (3) As it pertains to single occupancy commercial development, the lineal street frontage shall be the distance of the property line abutting the streets.
- (4) As it pertains to commercial multiple occupancy centers, the frontage shall be determined as the greater of lineal street frontage or lineal building frontage. Lineal building frontage shall be determined by the sum of the sides where principal public entrance is made. No street frontage or building frontage shall be counted on sides where public access is not normally maintained.

J. Landscaping: Ground signs, monument signs and elevated signs shall be landscaped. The landscaping shall extend no less than three feet from the base of the sign, and in the case of ground signs and monument signs, shall be incorporated within a decorative planter.

K. Scale and Context: Signs shall be in scale with the site or structure where located and in context with the site, structure and service offered.

- (1) Scale includes both human scale and proportion. Signs shall be proportional to the element they are attached to and the facade as a whole.
- (2) Context includes form, style, color, balance and structure lines:
 - (a) **Form:** Sign shape and its relationship to the structure or service offered.
 - (b) **Style:** Historical, eclectic, modern or contemporary shapes, texts and colors.
 - (c) **Color:** Analogous or complementary in relation to site or structure.

(d) **Balance:** Location of sign in structure element relating to balance through location, mass and color.

(e) **Structure Lines:** Major lines of building elements and compatibility to outlines, horizontal and vertical lines such as roof line, ground line, window lines, etc.

L. All signs must be constructed of permanent all-weather materials.

M. Permit Required: No sign may be erected or altered until a sign permit has been issued by the Building Inspector.

(1) **Application:** Application for permits required under this Article shall be made on forms provided by the Building Inspector and accompanied by the following, if required by the Building Inspector or if required by the provisions hereof:

(a) Plans and specifications of the proposed sign; and engineer's certificate certifying the proposed sign and its construction to be of safe design; the right to inspect all permanent signs and marquees prior to their installation and erection and prior to the issuance of a permit.

(2) **Permit Fees:** Every application before being granted a permit hereunder, shall pay to the Building Inspection Department the following permit fee for each such sign or other advertising structure regulated by this Article:

(a) All signs requiring a permit, other than temporary, are \$10.00 up to the first \$1,000.00 then \$1.50 for each additional \$1,000.00 thereafter.

(b) Temporary Signs - \$10.00 when required.

(3) **Inspection:** As soon as a sign has been erected, the permittee shall notify the Building Inspector who shall inspect such sign and approve the same if it is in compliance with the provisions of the Article. The Building Inspector may, from time to time, as he deems necessary, inspect all signs or other advertising structure regulated by this Article for the purpose of ascertaining whether the same is secure or insecure or whether it is in need of removal or repair.

(4) **Permit Revocable At Any Time:** All rights and privileges acquired under the provisions of this Article or any amendment thereto, are mere licenses revocable at any time by the Building Inspector; and all such permits shall contain this provision.

N. Façade: A façade shall be considered any face of a building given special architectural treatment.

7. Exemptions:

A. Total Exemptions: The following signs shall be exempt from the requirements of this Article, except for the provisions of Sections 6.A through 6.I above.

- (1) Flags or emblems of a government or of a political, civic, philanthropic, educational or religious organization, displayed on private property.
- (2) Signs of a duly constituted governmental body, including traffic or similar regulatory signs, legal notices, warnings at railroad crossings and other instructional or regulatory signs having to do with health, safety, parking, swimming, dumping, etc.
- (3) Memorial signs and tables displayed on public or private property.
- (4) Small signs, not exceeding five square feet in area, displayed on private property for the convenience of the public, including signs to identify entrance and exit drives, parking area, one-way drives, restrooms, freight entrances, and other similar signs; except that such signs shall not display logos or other business advertisements.
- (5) Scoreboards in athletic stadiums.
- (6) Temporary signs for the sale of household goods at a residence (for example, garage sales or auctions) for a period not to exceed five (5) days.
- (7) Bulletin board signs not exceeding 12 square feet in gross service area accessory to a church, school or public or nonprofit institution.
- (8) Holiday decorations displayed on a temporary basis which are primarily of a decorative nature and clearly associated with any national, state, local, or religious holiday.
- (9) Interior signs located within a building interior, an enclosed lobby, or building courtyard, or signs located on the interior of a parcel that is not normally viewed from public right-of-ways (such as signs on stadium walls within ball parks) provided they meet the structural, electrical, and material specifications in this code.

B. Exemptions from Sign Permit: The following signs are exempt from the sign permit section of this Article, but shall comply with all of the other regulations imposed by this Article:

(1) Non-illuminated name plate signs showing only the name and/or address of the occupant, fastened flat against the wall and not exceeding six (6) square feet in gross service area.

(2) Bulletin board signs not exceeding 100 square feet in gross area accessory to a church, school or public or nonprofit institution.

(3) Business signs when located on property used for agricultural purposes and pertaining to the sale of agricultural products produced on the premises.

(4) Temporary Signs:

(a) Real estate signs not exceeding six (6) square feet in area for residentially zoned properties and up to thirty-two (32) square feet in area for all other properties.

(b) Development Project (Construction) signs.

(c) Political campaign signs.

(5) Window display signs not exceeding 25% of the window surface in commercial and industrial districts.

8. Prohibited Signs:

A. Signs on Public Property: Any sign installed or placed on public property, except in conformance with the requirements, shall be forfeited to the public and subject to confiscation, except that logo signs on public athletic fields shall be allowed. In addition to other remedies hereunder, the City shall have the right to recover from the owner or person placing such a sign the full costs of removal and disposal of such sign.

B. Obscene or Indecent Advertisement: No person shall display upon any sign or other advertising structure any obscene, indecent or immoral matter.

C. Roof signs mounted or projecting above the highest roof line.

- D. Elevated signs located higher or projecting above the highest roof line on that property or adjacent properties if no structure exists on the property where the sign is located.
 - E. Projected signs.
 - F. Any sign located on public right-of-way except those signs required by governmental authority or political signs as may be permitted.
 - G. Any wood pole mounted “billboard” sign. (Exception: wood post or steel base permanent all-weather construction.)
 - H. Flashing or moving signs.
9. **Temporary Portable Display Signs, with or Without Wheels Attached:**
No portable sign shall be permitted to be placed on display, at the same business location, for longer than a period of thirty (30) days. Additionally, a thirty (30) day waiting period must lapse prior to issuance of another permit for a thirty (30) day period.
- A. Area. Temporary portable signs shall not exceed thirty-two (32) square feet in area.
 - B. Public Right-of-Way. Temporary portable signs shall not be placed within or project over the public right-of-way.
 - C. Other Signs. Temporary portable signs shall not be placed within twenty (20) feet of any ground sign or another temporary portable sign which pertains to another commercial or industrial property.
 - D. Safety. Temporary portable signs shall be of rigid construction and anchored or weighted to prevent movement and overturning by the wind.
 - E. Electricity. Electrical lines shall not lie on the ground where vehicular or pedestrian traffic is permitted. Use of ungrounded extension cords is prohibited. In addition, the sign must be protected by a ground fault circuit interrupter in accordance with the requirements of the National Electrical Code.
 - F. Commercial Multiple Occupancy Centers. Commercial multiple occupancy centers are to be allowed one sign per street frontage for the entire center and each tenant is to be allowed to display a temporary portable sign for the allotted time period.

G. **Flashing Lights.** Any light not constant in intensity and color at all times shall not be permitted on a temporary portable sign.

10. **Temporary Signs:** Temporary signs shall be erected and maintained in a safe and attractive manner and shall be subject to applicable regulations except as specifically modified herein.

A. **Real Estate Signs:** Real Estate Signs shall be removed within one week of the date of sale, rental, or lease.

B. **Development Project Signs:** Development project (construction) signs shall be thirty-two (32) square feet or less. Such signs are subject to yard area requirements and may be erected at the start of construction and shall be removed upon project completion.

C. **Political Campaign Signs:** Political campaign signs in residential zones shall not exceed six (6) square feet in area. In other zones, signs shall not be larger than thirty-two (32) square feet. Permission should be granted from the property owner prior to placement of a sign and must not be placed on a corner lot where it would impair the line of sight for vehicular traffic. No signs may be placed on any utility, street or traffic sign post or pole on or on any City or public right-of-way. Such signs shall be removed within seventy-two (72) hours following the election to which the sign relates. Any portable sign will follow the Portable Sign regulations.

11. **Maintenance:**

A. All signs within the City shall be maintained in a safe condition and in such a manner that they shall not become a visual detriment to the community at large. The Building Inspector shall be charged with the responsibility and authority to inspect all signs within the City and direct the maintenance of said signs. Maintenance of signs is defined as keeping sign structures in a safe condition, free of rust, with broken glass or plastic replaced, electrical lights and other electrical operations in operable condition, letters and other sign components in the equivalent condition as on the sign permit or as approved.

B. Should the Building Inspector find a non-maintained sign as defined above, it shall cause the owner of said sign to be notified as to the deficiency and the corrective action that needs to be taken.

C. Should the owner fail to exhibit evidence of compliance within 30 days after the mailing of the letter of notification, the Building Inspector shall cause the owner to be cited for violation of this regulation.

- D. Painted Sign Maintenance: The owner of any sign as defined and regulated by this Regulation shall be required to have properly painted at least once every two (2) years all parts and supports of the sign, unless the same are galvanized or otherwise treated to prevent rust.
12. **Unsafe and Unlawful Signs:** If the building inspector shall find that any sign or other advertising structure regulated herein is unsafe or insecure or is a menace to the public or has been constructed or erected or is being maintained in violation of this Article, he shall give written notice to the permittee thereof to remove or alter the structure so as to comply with the standard herein set forth within ten (10) days after such notice.
- A. Construction and Stability: Signs shall be constructed to withstand a wind pressure of at least forty (40) pounds per square foot of surface and shall be structurally safe and securely anchored so that they will not be a menace to persons or property, and rigidly mounted so as not to swing. Building mounted signs shall be adequately grounded where exposed to lightning. Flat mounted wall signs may exceed twenty-four (24) square feet only if made of noncombustible materials or approved combustible plastics as defined in Standard A60.1-1975 of the American National Standards Institute. Wooden supporting members shall be treated to prevent decomposition wherever they contact the ground. All display signs and the premises surrounding them shall be maintained and be kept free of noxious weeds and rubbish.
- B. Removal of Certain Signs. Any sign now or hereafter existing which no longer advertises a bona fide business conducted, or a product sold shall be taken down and removed by the owner, agent, or person having the beneficial use of the building or structure upon which such sign may be found within ten (10) days after written notification from the Building Inspector.
13. **Nonconforming Signs:** Every sign or other advertising structure lawfully in existence on the adoption of this code shall not be altered or moved unless it be made to comply with the provisions of this Article, except as otherwise provided for herein.
14. **Removal of Nonconforming Signs:** Should any nonconforming sign be damaged by any means to an extent of more than 50 percent of its replacement cost at the time of damage, it shall not be reconstructed except in conformity with the provisions of these regulations.
- A. Removal of On-Site Nonconforming Signs: All on-site nonconforming signs not otherwise prohibited by the provisions of these regulations shall be removed or shall be altered to conform to the provisions of this regulation (a) when the nature of the business conducted on the

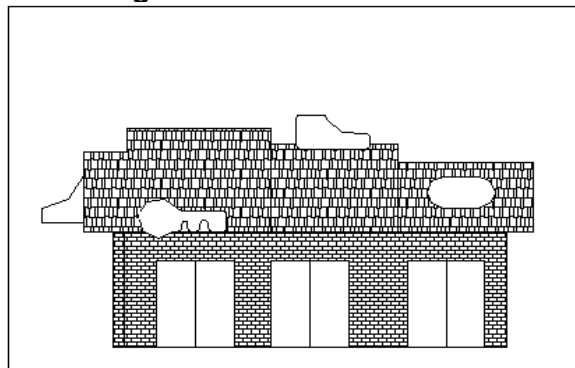
premises changes and the sign is changed or modified either in shape, size or legend, or (b) when the name of the business changes and the sign is changed or modified either in shape, size or legend.

- B. Removal of signs upon destruction of principal structures: When a principal structure is destroyed or removed due to natural or manmade circumstances, all signs on the property shall be removed within 90 days, unless a building permit has been issued to replace the structure within said time period.

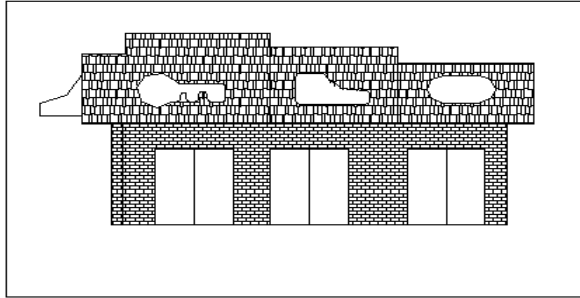
15. Office Parks, Shopping Centers and Planned Districts: In the case of a proposed office park, shopping center, or other grouping of three or more tenants or establishments (new or remodeled), the developer shall prepare and submit to the Board of Zoning Appeals a master signage plan for all permanent exterior signs. Such plan shall set standards, which shall run with all leases or sales of portions of the development. A full and accurate description of all signs shall be included indicating location, placement, materials, graphic design styles, type of illumination, etc. Final development plans shall not be approved until the Board of Zoning Appeals has approved the sign standards. For purposes of this section the terms “shopping center, office park, or their groupings,” shall mean a project of one or more buildings that has been planned as an integrated unit or cluster of units on property under unified control or ownership. The sale, subdivision, or other partition of the site does not exempt the project or portions thereof from complying with these regulations.

- A. In the case of a “shopping center, office park or other grouping” which is occupied by more than one tenant, one (1) monument sign or ground sign may be permitted in addition to the wall mounted signs, which sign shall depict only the name of the center or grouping of shops or offices.

**Figure 12
Sign Pattern**

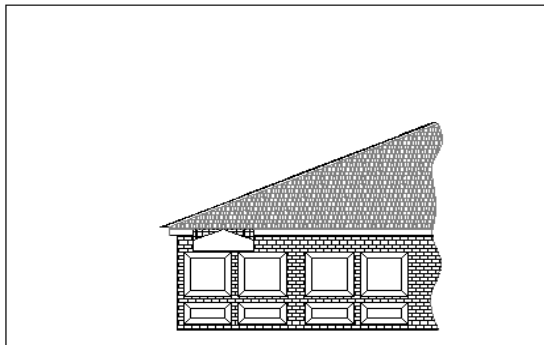


*Inconsistent sign patterns create confusion.
Signs within or above roof area are prohibited.



*Employ a consistent sign pattern.

Figure 13
Sign Scale and Character



*Sign is in scale and character with building articulation.



*Sign is out of scale and character with building.

ZONING DISTRICT

AG- R-S	R-1	R-2	R-3	M-H M-P	C-1	C-2	C-3	I-1	I-2
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STANDARDS	A	A	A	A	B	C	C	D	D
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FUNCTIONAL SIGN TYPES

Bulletin Board	P	P	P	P	P	P	P	P	P
Business Sign	P	P	P	P	P	P	P	P	P
Construction Sign	P	P	P	P	P	P	P	P	P
Identification Sign	P	P	P	P	P	P	P	P	P
Name Plate Sign	P	P	P	P	P	P	P	P	P
Portable Display Sign								S	S
Real Estate Sign	P	P	P	P	P	P	P	P	P
STRUCTURAL SIGN TYPES									
Advertising Sign									
Awning, Canopy or Marquee Sign									
Ground Sign	P	P	P	P	P	P		P	P
Monument Sign					P	P		P	P
Elevated Sign						P		P	P
Projecting Sign					P	P		P	P
Wall Sign	P	P	P	P	P	P	P	P	P
Roof Sign									P
Window Sign					P	P	P	P	P

P – Permitted

S – Special Use

16. Sign Standards:

- A. R-S Single-family Suburban District, R-1 Single-family Dwelling District, R-2 Two-family Dwelling District, R-3 Multi-family Dwelling District, M-H Mobile Home Subdivision District, and M-P Mobile Home Park District:

Residential Uses:

- (1) Number of Signs Permitted: One (1) sign per zoning lot.
- (2) Maximum Gross Surface Area:
 - (a) Business signs: 4 square feet.
 - (b) Bulletin board and identification signs: 50 square feet.
 - (c) Construction signs: 20 square feet.
 - (d) Name plate signs: 4 square feet.
 - (e) Real estate signs: 9 square feet, provided that one sign is not more than 100 square feet in area announcing the sale of lots and/or houses in a subdivision may be located on said development. Said sign shall be removed at the end of three years or when 75 percent of the lots have been sold, whichever occurs sooner.
- (3) Maximum Height: 6 feet.
- (4) Required Setback: No sign shall be placed closer to the front property line than one-half the distance of the front yard; except that real estate signs shall be exempt from setback requirements.
- (5) Illumination: Bulletin board signs may be indirectly illuminated with incandescent or fluorescent lighting.

Non-Residential Uses, Complying with Zoning:

- (1) Shall comply with C-O sign requirements and all other applicable requirements of Ordinance #4357.

B. C-O Commercial Office District:

- (1) Number of Signs Permitted:
 - (a) Awning, canopy or marquee signs and wall signs: One per facade.
 - (b) Ground, monument, elevated, or projecting signs: One per zoning lot.

(2) General: Two (2) square feet for each lineal foot of store frontage; provided no single sign shall exceed a gross surface area of 250 square feet.

(3) Maximum Height: All signs twenty-five (25).

(4) Required Setback: Extend to all property lines.

(5) Illumination: Illuminated signs shall be permitted.

C. C-1 Neighborhood Business District, C-2 General Business District, and C-3 Central Business District:

(1) Number of Signs Permitted:

(a) General:

Awning, canopy or marquee signs and wall signs: One per facade.

Ground, monument, elevated, or projecting signs: One per zoning lot.

Exception: Any lot with street frontage on multiple sides, may have an additional sign along another street frontage provided there is room on said lot to separate the signs by no less than 150 feet.

(b) Commercial multiple-occupancy centers:

Awning, canopy or marquee signs and wall signs: One per façade of each business.

Ground, monument, elevated, or projecting signs: One per building.

Exception: Any lot with street frontage on multiple sides, may have an additional sign along another street frontage provided there is room on said lot to separate the signs by no less than 150 feet.

(2) Maximum Gross Surface Area:

(a) General: Same as C-O

- (b) Commercial multiple-occupancy centers: Twenty (20) square feet maximum for business with no exterior frontage in a commercial multiple-occupancy center. Businesses with exterior frontage shall be allowed a maximum square footage as determined in Section (a) above.
- (3) Maximum Height: All signs in a C-1 and C-3 Zones Thirty (30) feet, and signs in C-2 Fifty (50) feet.
- (4) Required Setback: Same as C-O
- (5) Illumination: Same as C-O
- (6) Elevated Signs:
 - (a) One elevated sign shall be permitted on the premises of any business located on a platted lot in a C-2.
 - (b) The height of the elevated sign shall in a C-2 District be no greater than 50 feet above the surface of the ground, or 10 feet above the highest elevation of the finished grade of the access road, highway or interchange, whichever is less.
 - (c) The gross surface area of the face of the sign shall not exceed 400 square feet.

D. I-1 Light Industrial District, and I-2 General Industrial District:

- (1) Number of Signs Permitted: Same as C-O, except as modified by Advertising Signs in sub-section D.6 below.
- (2) Maximum Gross Surface Area: 4 square feet per lineal foot of street frontage, provided no single sign exceeds a gross surface area of 300 square feet, except as modified by Advertising Signs in sub-section D.6 below.
- (3) Maximum Height: Twenty-five (25) feet above highest point for roof and wall signs and 35 feet for all others, except as modified by Advertising Signs in sub-section D.6 below.
- (4) Required Setback: Same as C-O
- (5) Illumination: Same as C-O, except as modified by Advertising Signs in sub-section D.6 below.

(6) Advertising Signs (Billboards): Advertising signs (billboards) may be established in the I-2 zoning district, provided that they meet the conditions in this Article, Subsection 6, "General Standards."

ARTICLE XVII PARKING REGULATIONS

Section 1. Off-Street Parking. In any applicable zoning district, all structures built and all uses established hereafter shall provide accessory off-street parking in accordance with the following regulations. When an existing structure or use is expanded, accessory off-street parking shall be provided in accordance with the following regulations for the area or capacity of such expansion. Plans showing the layout and design of all off-street parking spaces and loading areas must be submitted and approved by the Zoning Administrator before a zoning permit and/or occupancy certificate is issued for such spaces or areas.

Applicability: Off-street parking and loading space, as required in this article, shall be provided for all new structures, and for alterations and additions to existing structures. Off-street parking and loading space shall be required for any existing structure or structure which is altered in any manner so as to enlarge or increase capacity by adding or creating dwelling units, guest rooms, floor area or seats. Existing parking areas previously required shall not be used to satisfy required off-street parking for any new structures, alterations, or additions to existing structures or uses of land. Such existing parking space shall be maintained and shall not be reduced so long as the main structure or use remains, unless an equivalent number of such spaces are provided elsewhere as provided in this article; except that no off-street parking or loading space shall be required for any use located in the “C-3” Central Business District, unless the Board of Zoning Appeals requires parking as a condition of special use permit approval.

A. General Provisions.

1. Utilization: Required accessory off-street parking facilities provided for the uses hereinafter listed shall be solely for the parking of motor vehicles in operating condition of patrons, occupants, or employees of such uses; and shall be expanded, removed, or added only upon approval of the City.
2. Front Yard Setbacks: Unless excepted by site-plan review, off-street parking of heavy-haul commercial trucks and vehicles of similar bulk shall be provided in other than the established front yard in all residential districts.
3. Licensing: All vehicles parked off-street and on-street that are required to be licensed shall be current.
4. Accessory Use: Off-street parking shall be considered as an accessory use of the use for which the parking is provided. Parking not located on the same tract on which the main use is located must be

located within the zoning district in which parking or storage lots are permitted as a main use; or be located in accordance with the provisions of this article relating to off-street parking exceptions. In no instance shall off-street parking required by this article be located more than 300 feet (as measured along lines of public access) from the use that it serves.

5. **Repair Service:** No motor vehicle repair work or service of any kind shall be permitted in association with any off-street parking facilities.
6. **Mixed Uses:** When a structure or development contains mixed uses, the off-street parking requirements shall be calculated for each individual use and the total parking requirement shall be the sum of individual parking requirements.
7. **Carport Plans:** Engineered drawings shall be submitted for a proposed carport either sealed by an architect or engineer, or sufficiently detailed to assure proper design and installation to meet building codes and manufacturer's specifications.
8. **Impervious Surface Ratios:** A surface that has been paved or compacted to the extent that it is highly resistant to absorption of water is considered an impervious surface. The ratio of impervious surfaces to pervious surface shall be sufficient to meet the no-net run-off requirements of storm water management standards; or, the site shall be improved with storm water detention facilities to achieve the same objective. For multifamily residential development, the ratio shall not exceed 80/20 impervious to pervious.

B. Design and Maintenance:

1. **Parking space dimension:** an off-street parking space shall be at least eight feet six inches (8'6") in width and at least nineteen feet (19') in length, exclusive of access drives or aisles, ramps or columns, unless special parking is designated for variable sizes of vehicles.
2. **Access:** Each off-street parking space shall open directly upon an aisle or driveway of such width and design as to provide safe and efficient means of vehicular access to such parking space. No parking space shall be designed to exit or back directly onto a public street or use the public right-of-way for parking space, unless specifically approved by the Governing Body. Such arrangements are to be discouraged, except in unusual circumstances wherein the traffic safety of the public can still be protected.

3. **Design:** Off-street parking spaces shall comply with such design standards relating to curb cuts and curb length, stall depth, driveway width, island width, barriers, and the location of ingress and egress as may be established from time to time by the City. Off-street parking spaces may be open to the sky or enclosed in a building or structure. Parking on driveways for single and two-family dwellings and all types of manufactured and mobile homes is considered to be permitted parking. **All parking spaces must be in an identifiable area where all spaces are contained thereon.**
4. **Surfacing:** All open off-street parking spaces, whether required spaces or not, and driveways shall be graded and paved with an asphalt, asphaltic concrete, concrete or other comparable hard-surfaced, all weather, dustless material which shall be maintained in good condition; provided, however, graveled parking areas are permitted in the industrial districts.
5. **Plans and approval required:** Plans showing the layout and design of all off-street parking spaces and loading areas, whether required spaces or not, shall be submitted and approved by the Zoning Administrator prior to issuance of a zoning permit and/or occupancy certificate for the parking lot itself or as part of an application for a larger related project. Before approving any parking layout, the zoning Administrator shall determine that the spaces provided are usable and meet standard design criteria as well as all parking requirements of these regulations. Parking spaces shall be clearly indicated or otherwise marked to designate the individual spaces.
6. **Screening:** Screening for parking spaces and loading areas is incorporated into the general screening and landscaping provisions of Article XXI, Section 5.
7. **Lighting:** Any lighting used to illuminate off-street parking spaces shall be shaded so that direct light is not cast upon property located in a residential district and so that glare is not a problem to traffic on any public street.
8. **Repair and service:** No motor vehicle repair work or service of any kind shall be permitted in association with any off-street parking spaces or structures, except as incidental repairs to a personal vehicle.
9. **Computation:** When determination of the number of off-street parking spaces required by these regulations results in a requirement of a fractional space, the fraction of one-half or less may be disregarded, and a fraction in excess of one-half shall be counted as one parking space.

10. **Collective provisions:** Off-street parking facilities for separate uses may be provided collectively if the total number of spaces so furnished is not less than the sum of the separate requirements for each such use; provided, that wherever there is a common plan of parking for land in single ownership that such space whenever large places of assembly are present which vary in their times of use and season of the year to the end that all parking is contained on the site or on accessory parking lots except for infrequent periods of peak use. The off-street parking spaces required by Article XVII, Section 1 may be increases; however, where it is anticipated that peak parking periods will be a consistently recurring problem. All regulations must be adhered to which cover the location of accessory parking spaces in relation to the use served.
11. **Location:** All parking spaces required to serve structures or uses shall be located on the same zoning lot as the structure or use served unless a conditional use permit is obtained under Article XVII, Section 3.
12. **Employee parking:** Parking spaces required on an employee basis shall be based on the maximum number of employees on duty or residing, or both, on the premises at any one time.
13. **Handicapped parking:** Parking spaces according to the number of spaces and their designated signage shall be provided for persons with a disability in conformance to the standards of the federal Americans with Disabilities Act of 1990 as incorporated into state statutes. (See K.S.A. 8-1128 and 42 USCA 12101 et seq.)
14. **Curbing:** The perimeter of all multifamily off-street parking and loading areas and their access drives shall be curbed; except that, off-street parking facilities adjacent to industrial and commercial districts shall not require curbs. Curbs shall also protect landscape islands and other interior parking features in commercial districts. Curbs shall meet the City minimum construction standards.
15. **Residential Development Standards:** Hard surfacing shall consist of a minimum of four (4) inches of asphaltic concrete on compacted subgrade as required by city engineering standards customary to the site, or as otherwise approved by the City Engineer.

Residential development on a legal lot of record consisting of two (2) acres or greater shall only be required to hard surface the drive approach from the edge of the public travel way to a distance

measured seventy-five (75) feet beyond the abutting public right-of-way.

- 16. Loading and Unloading Regulations:** Loading and unloading space shall be provided off-street and on the same premises with every structure or part thereof, hereafter erected, established or enlarged and occupied for goods display, retail operation, department store, market, hotel, mortuary, laundry, dry cleaning, office uses or warehouses, manufacturing or other uses, involving the receipt or distribution of materials or merchandise by motor vehicles. The loading and unloading space or spaces shall be so located to avoid undue interference with public use of streets, alleys and walkways.

A. Spaces Required:

- (1) For all uses in the Central Business District, loading facilities shall be provided in accordance with the following table:

Gross Floor Area of Establishments <u>in Thousands of Sq. Ft.</u>	Required Number and <u>Size of Loading</u>
<u>Berths</u>	
1 - 10	1 - (10' x 25')
10 - 25	2 - (10' x 25' each)
25 - 40	2 - (10' x 70' each)
40 - 100	3 - (10' x 70' each)

- (2) For all uses in the "I-1" and "I-2" Districts, loading facilities shall be provided in accordance with the following table:

Gross Floor Area of Establishments in <u>Thousands of Sq. Ft.</u>	Required Number and <u>Size of Loading</u>
<u>Berths</u>	
1 - 10	1 - (10' x 25')
10 - 40	1 - (10' x 70')
40 - 100	2 - (10' x 70' each)

For each additional 100,000 square feet of gross floor area or any fraction thereof over 100,000 square feet of gross floor area, one additional berth shall be provided. Each such additional berth shall be at least 10 feet in width by 60 feet in length

Section 2. Required Parking Spaces. Off-street parking spaces accessory to the uses hereinafter designated shall be provided as follows, except no such spaces shall be required in the "C-3", Central Business District unless the Board of Zoning Appeals requires parking as a special use.

A. Dwelling and Lodging Uses.

1. Single and two-family dwellings, residential-designed manufactured homes and manufactured/mobile homes: At least one parking space for each dwelling unit.
2. Multiple-family dwellings: At least one and one-half parking spaces per unit, except in housing for the elderly, one space for two units.
3. Boarding or rooming houses: One parking space for each two rooms.
4. Dormitories, fraternities, sororities and similar lodging facilities: At least two parking spaces for each three occupants.
5. Hotels, motels and bed and breakfast homes and inns: One parking space for each rental unit, plus such additional spaces as are required for restaurants, assembly rooms and affiliated facilities.

B. Business and Industrial Uses.

1. Automobile, truck, trailer and manufactured/mobile home sales and rental lots: One parking space for each 3,000 square feet of open sales lot area devoted to the sale, display and rental of such vehicles, plus one parking space for each service bay and employee.
2. Business and professional offices: One parking space for each 300 square feet of floor area, not including meeting rooms.
3. Bowling alleys: Four parking spaces for each lane.
4. Cartage, express, parcel delivery and freight terminal establishments: One parking space for each two employees.
5. Car washes: Two holding spaces for each car washing stall, plus one drying space for each car washing stall.
6. Funeral homes and mortuaries: One parking space for each four seats based upon the designed maximum capacity of the parlor, plus one additional parking space for each employee and each vehicle maintained on the property.

7. Furniture or appliances stores and service or repair shops: One parking space for each 400 square feet of floor area.
8. Manufacturing, production, processing, assembly, disassembly, cleaning, servicing, testing, or repairing of goods, materials or products: One parking space per two employees.
9. Medical and dental clinics or offices: One and one-half parking spaces for each examining or treatment room, plus one for each doctor and employee.
10. Restaurants, private clubs and taverns: One parking space for each 2.5 seats based on the maximum designed seating capacity; provided, however, that drive-in restaurants shall have a minimum of least 10 parking spaces.
11. Retail stores and financial institutions: One space per 250 square feet of floor area, not including meeting rooms. (See Article XVII, Section 2.B.13 for places of assembly.)
12. Service stations: One parking space for each employee, plus two spaces for each service bay.
13. Theaters, auditoriums and places of assembly: One space for each four seats. (See Article XVII, Section 1.A.4.G for collective provisions.)
14. Warehouses, storage and wholesale establishments: One parking space for each two employees.

C. Other Uses.

1. Churches: One parking space for each 5 seats based upon the maximum designed seating capacity in the main worship area, including choir lofts.
2. Elementary, junior high and equivalent parochial and private schools: One space for each faculty and staff person plus places of assembly. Regular parking spaces must be provided off the street for all buses serving the school. (See Article XVII, Section 1.A.4.G for collective provisions.)
3. Secondary schools: One parking space for every four persons based on the maximum design capacity for pupils, faculty and staff, plus places of assembly. Regular parking spaces must be provided off the street for all buses serving the school. (See Article XVII, Section 1.A.4.G for collective provisions.)

4. Hospitals: One parking space for each two beds, plus one parking space for each resident or staff doctor and one space for each two employees.
5. Child care centers and preschools: One parking space for each employee.
6. Nursing homes, convalescent homes and retirement centers: One parking space per each five beds based on the maximum designed capacity of the building, plus one parking space for each employee.
7. Private social and hobby clubs, associations and lodges: One parking space for each three seats based upon the maximum designed seating capacity.
8. Trade and commercial schools: Two parking spaces for each three students, plus one for each employee based on full-time equivalency.

Parking spaces for other permitted uses not listed above shall be provided in accordance with the determination of the Zoning Administrator with respect to the number of spaces that are required to serve employees and/or the visiting public at each such use. Parking for special and conditional uses may be established as part of processing their application or when issuing the zoning permit.

Section 3. Conditional Use for Parking. In order to provide off-premises required or additional off-street parking areas, the Board of Zoning Appeals may grant as a conditional use for the establishment of parking areas in any zoning district under the following provisions:

1. Location. The nearest access to the parking area provided under this section must be within 300 feet (along line of public access) from the boundary of the nearest entrance to the structure for which the parking is provided.
2. Use. The parking area shall be used for passenger vehicles only, and in no case shall it be used for sales, repair work, storage, dismantling or servicing of any vehicles, equipment, materials or supplies. Only such signs as are necessary for the property operation of the parking lot shall be permitted.
3. Improvements.
 - a. Parking spaces and driveways on private property providing ingress and egress to parking areas shall be surfaced with concrete, asphaltic concrete, asphalt or any other comparable surfacing which meets the

approval of the Board and shall be maintained in good condition and free of weeds, dust, trash and other debris.

- b. Parking areas shall have adequate guards to prevent extension or the overhanging of vehicles beyond property lines or parking spaces. Such areas shall have adequate markings for channelization and movement of vehicles.
- c. If lighting facilities are provided, they shall be so arranged as to deflect or direct light away from any adjacent dwelling or residential district.
- d. A fence (such as solid-wall masonry, wood, louvered/wood, metal or other similar materials) not less than six feet high, may be required to be erected along any property line adjacent to or adjoining any residential district to reduce noise, eliminate the passage of light from vehicles and prevent the flowing of debris. Whenever a fence shall be required along a front yard, which includes a driveway area, such fence shall not be higher than four feet.
- e. When located in a residential district, **NO** parking will be allowed on unimproved surfacing (Article XVII, Section 1.A.4.b) in the front yard other than the required parking for Dwelling and Lodging Uses (Article XVII, Section 2.A). The use of non-conforming unimproved parking spaces for the minimum set forth in Article XVII, Section 2.A will be permitted.
- f. The Board shall determine the necessity of additional improvements in order to protect adjacent property owners and the public interest. Such improvements shall include, but not be limited to proper drainage, setbacks, screening, grass, shrubs, trees and the maintenance thereof, and the extent of access permitted to public streets and alleys.

Section 4. Off-Street Loading and Unloading. In all zoning districts except the "C-3" Central Business District, loading and unloading space shall be provided off-street and on the same premises with every building, structure or part thereof, hereafter erected, established, or enlarged and occupied which requires the receipt or distribution of materials or merchandise by motor vehicle. The loading and unloading space shall be so located as to avoid undue interference with public use of streets, alleys and walkways. Such vehicular access shall be maintained in good condition and surfaced in such manner as required in Section 1.A.4.B for parking spaces. When off-street parking space is used to fulfill this loading and unloading requirement, the latter shall be scheduled so as not to interfere with meeting the parking needs.

**ARTICLE XVIII
BUILDINGS AND USES AFFECTED**

Section 1. Minimum Building Requirements: No building or structure shall be erected, enlarged, reconstructed or moved in the planning area with less than the following:

1. Dwelling units:

- a. All dwelling units shall provide a minimum floor area, exclusive of porches, breezeways and garages, as follows:

<u>TYPE OF DWELLING UNIT</u>	<u>MINIMUM AREA</u>
Single-family	Six hundred square feet (600 sq. ft.)
Two-family	Six hundred square feet (600 sq. ft.)
Multiple-family	Four hundred eighty square feet (480 sq. ft.) Per unit

- b. Every dwelling unit shall be provided with at least one (1) water closet, which water closet shall be located within the dwelling and in a room which affords privacy.
- c. Every dwelling unit shall contain a kitchen sink, which is connected to running water and an approved sewer system.
- d. Every dwelling unit shall be enclosed with an exterior wall surface, other than tarpaper or corrugated metal.
- e. No basement or cellar shall be occupied for residential purposes until the main portion above ground is completed.

2. **Mobile Home or Trailer Houses:** No mobile home or trailer house may be used or occupied for residential purposes unless said mobile home or trailer house is located in a mobile home park or travel trailer park.

3. **Motels:**

- a. The number of motel units permitted on a tract of land shall not exceed the number obtained by dividing the total square feet of area of the site by one thousand five hundred (1,500).

- b. Motels shall be served with an approved public water supply and approved public sanitary sewer system.
 - c. Each motel unit shall contain not less than two hundred square feet (200 sq. ft.) of floor area.
4. **Tents:** No tent, except play tents for children, shall be used for any purpose, except those authorized by the Governing Body.

Section 2. Buildings and Structures Moved In: Buildings and structures may be moved to various districts providing:

- 1. The proposed use conforms with the district zoning regulations of the district into which it is to be moved.
- 2. The building or structure meets building, fire, safety and health regulations.
- 3. The Board of Zoning Appeals finds that the building or structure will not devalue properties in the area where the structure is proposed to be moved.

Section 3. Elevation: Unless otherwise directed by the Building Official, the first floor elevation of a building or group of buildings shall be at least eighteen inches (18") above the grade of the highest point of the curb abutting the lot (where no curb and gutter exists, the highest point of the street or roadway).

ARTICLE XIX AIRPORT REGULATIONS

Section 1. Intent and Purpose of District: These regulations are intended for the purpose of restricting height of buildings, structures and objects of natural growth in the vicinity of the Municipal Airport.

Section 2. Airport Hazard: It is hereby found that an airport hazard endangers the lives and property of users of the Municipal Airport and occupants of land in its vicinity and also, if the obstruction type, in effect reduces the size of the area available for landing, take-off and maneuvering of aircraft thus tending to destroy or impair the utility of the Airport and the public investment therein. Accordingly, it is declared that:

1. The creation or establishment of an airport hazard is a public nuisance and an injury to the region served by the Municipal Airport.
2. It is necessary in the interest of the public health, public safety and general welfare that the creation or establishment of airport hazards be prevented.
3. The prevention of theses hazards should be accomplished to the legal extent possible, by the exercise of the police power without compensation.
4. It is further declared that the prevention of the creation or establishment of airport hazards and the elimination, removal, alteration, migration or marking and lighting of existing airport hazards are public purposes for which the City Governing Body may raise and expend public funds and acquire land or interest in land.

Section 3. Definitions: For the purpose of this Ordinance, certain terms or words used herein shall be interpreted or defined as follow, unless the context clearly indicated otherwise:

1. Airport: The Liberal Municipal Airport.
2. Airport Elevation: The highest point of an airport's usable land area measured in feet from mean sea level.
3. Airport Hazard: Any structure or object of natural growth located on or in the vicinity of a public airport, or any use of land near such airport, which obstructs the airspace required for the flight of aircraft in landing or takeoff at such airport or is otherwise hazardous to such landing or takeoff of aircraft.

4. Structure: An object constructed or installed by man, including but without limitation, buildings, towers, smokestacks, earth formation, and overhead transmission lines.
5. Tree: Any object of natural growth.
6. Nonconforming Use: Any pre-existing structure, object of natural growth, or use of land, which is inconsistent with the provisions of this Ordinance or an amendment thereto.
7. Height: For the purpose of determining the height limits in all zones set forth in this Ordinance and shown on the zoning map, the datum shall be mean sea level elevation unless otherwise specified.
8. Person: An individual, firm, partnership, corporation, company, association, joint stock association or governmental entity. It includes a trustee, receiver, assignee or similar representative of any of them.
9. Runway: A defined area on an airport prepared for landing and takeoff of aircraft along its length.
10. Visual Runway: A runway intended solely for the operation of aircraft using visual approach procedures with no straight-in instrument approach procedure and no instrument designation indicated on an FAA approved airport layout plan, a military service's approved military airport, layout plan, or by any planning documents submitted to the FAA by competent authority.
11. Non-Precision Instrument Runway: A runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in non-precision instrument approach procedure has been approved or planned, and for which no precision approach facilities are planned or indicated on an FAA planning document or military service's military airport planning document.
12. Precision Instrument Runway: A runway having an existing instrument approach procedure utilizing an Instrument Landing System (ILS) or a Precision Approach Radar (PAR). It also means a runway for which a precision approach system is planned and is so indicated on an FAA approved airport layout plan, a military service's approved military airport layout plan, any other FAA planning document, or military service's military airport planning document.
13. Primary Surface: A surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary surface

extends two hundred feet (200') beyond each end of that runway; but when the runway has no specially prepared hard surface, or planned hard surface, the primary surface ends at each end of that runway. The width prescribed in part 77 of the Federal Aviation Regulations (FAR) for the most precise approach existing or planned for either end of that runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline.

14. Approach, Transitional, Horizontal and Conical zones: These zones apply to the area under the approach, transitional, horizontal and conical surfaces defined below.

Section 4. Zones: In order to carry out the provisions of this Ordinance, there are hereby created and established certain zones which include all of the land lying within the approach zone, transitional zones, horizontal zones, and conical zones as they apply to the Liberal Municipal Airport. Such zones are shown on the Liberal Municipal Zoning Map attached to and made a part of this Ordinance. An area located in more than one (1) of the following zones is considered to be only in the zone with the more restrictive height limitations. The various zones are hereby established and defined as follows:

1. Runway Larger Than Utility Visual Approach Zone: The inner edge of this approach One coincides with the width of the primary surface and is five hundred feet (500') wide. The approach zone expands outward uniformly to a width of one thousand five hundred feet (1,500') at a horizontal distance of five thousand feet (5,000') from the primary surface. Its centerline being the continuation of the centerline of the runway.
2. Runway Larger Than Utility with a Visibility Minimum Greater Than Three-Quarter (3/4) Mile Non-Precision Instrument Approach Zone: The inner edge of this approach zone coincides with the width of the primary surface and is five hundred feet (500') wide. The approach zone expands outward uniformly to a width of three thousand five hundred feet (3,500') at a horizontal distance of ten thousand feet (10,000') from the primary surface. Its centerline being the continuation of the centerline of the runway.
3. Precision Instrument Runway Approach Zone: The inner edge of this approach zone coincides with the width of the primary surface and is one thousand feet (1,000') wide. The approach zone expands outward uniformly to a width of sixteen thousand feet (16,000') at a horizontal distance of fifty thousand feet (50,000') from the primary surface. Its centerline being the continuation of the centerline of the runway.
4. Transitional Zones: These zones are hereby established as the area beneath the transitional surfaces. These surfaces extend outward and

upward at ninety-degree (90) angles to the runway centerline and the runway centerline extended at a slope of seven feet (7') horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal and conical surfaces. Transitional zones for those portions of the precision approach zones, which project through and beyond the limits of the conical surface, extend a distance of five thousand feet (5,000') measured horizontally from the edge of the approach zones and at ninety-degree (90) angles to the extended runway centerline.

5. Horizontal Zone: The horizontal zone is hereby established by swinging arcs of ten thousand feet (10,000') radii from the center of each end of the primary surface of each runway larger than utility, and connecting the adjacent arcs by drawing lines tangent to those arcs. The horizontal zone does not include the approach and transitional zones.
6. Conical Zone: The conical zone is hereby established as the area that commences at the periphery of the horizontal zone and extends outward there from a horizontal distance of four thousand feet (4,000'). The conical zone does not include the precision instrument approach zones and the transitional zones.

Section 5. Airport Zone Height Limitations: Except as otherwise provided in this Ordinance, no structure or tree shall be erected, altered, allowed to grow or be maintained in any zone created by this Ordinance to a height in excess of the applicable height limit herein established for such zone. Such applicable height limitations are hereby established for each of the zones in question as follows:

1. Runway Larger Than Utility Visual Approach Zone: Slopes upward twenty feet (20') horizontally for each foot vertically beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of five thousand feet (5,000') along the extended runway centerline.
2. Runway Larger Than Utility with a Visibility Minimum Greater Than Three-Quarter (3/4) Mile Non-Precision Instrument Approach Zone: Slopes upward thirty-four feet (34') horizontally for each foot vertically beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of ten thousand feet (10,000') along the extended runway centerline.
3. Precision Instrument Runway Approach Zone: Slopes upward fifty feet (50') horizontally for each foot vertically beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of ten thousand feet (10,000') along the extended runway centerline; thence slopes upward forty feet (40') horizontally for each foot

vertically to an additional horizontal distance of forty thousand feet (40,000') along the extended runway centerline.

4. Transitional Zones: Slopes upward and outward seven feet (7') horizontally for each foot vertically beginning at the sides of and at the same elevation as the primary surface and the approach zones, and extending to a height of one hundred fifty feet (150') above the airport elevation which is three thousand and thirty-three feet (3,033') above mean sea level. In addition to the foregoing, there are established height limits sloping upward and outward seven feet (7') horizontally for each foot vertically beginning at the sides of and at the same elevation as the approach zones, and extending to where they intersect the conical surface. Where the precision instrument runway approach zone projects beyond the conical zone, height limits sloping upward and outward seven feet (7') horizontally for each foot vertically shall be maintained beginning at the sides of and at the same elevation as precision instrument runway approach surface and extending to a horizontal distance of five thousand feet (5,000') measured at ninety degree (90°) angles to the extended runway centerline.
5. Horizontal Zone: One hundred fifty feet (150') above the airport elevation or a height of three thousand thirty-three feet (3,033') above mean sea level.
6. Conical Zone: Slopes upward and outward twenty feet (20') horizontally for each foot vertically beginning at the periphery of the horizontal zone and at one hundred fifty feet (150') above the airport elevation and extending to a height of three hundred fifty feet (350') above the airport elevation.
7. Excepted Height Limitations: Nothing in this Ordinance shall be construed as prohibiting the growth, construction or maintenance of any tree or structure to a height up to fifty feet (50') above the surface of the land.

Where an area is covered by more than one (1) height limitation, the more restrictive limitation shall prevail.

ARTICLE XX

ADDITIONAL HEIGHT, AREA & USE REGULATIONS

Section 1. Qualifications and Supplementations to District Regulations: The regulations hereinafter set forth in this section qualify or supplement, as the case may be, the district regulations appearing elsewhere in this Ordinance.

1. In districts where public building, semi-public buildings, public service buildings, hospitals, institutional buildings, and churches and similar places of worship are permitted, one foot (1') of additional height will be permitted for each one foot (1') of additional building setback provided.
2. Chimneys, cooling towers, elevator head houses, fire towers, grain elevators, monuments, stacks stage towers or scenery lofts, tanks, water towers, ornamental towers and spires, church steeples, or necessary mechanical appurtenances which do not conflict with airport approach zones, may be erected to a height not to exceed one hundred fifty feet (150').
3. Accessory buildings can be built in a rear yard only, but such accessory building shall not be closer than ten feet (10') from the main building or any other accessory building. An accessory building may be constructed on the rear property line if adjacent to a dedicated alley or easement, except when a garage is entered from the rear property line, a setback of ten feet (10') shall be required. If the rear property line is not adjacent to an alley or easement then an accessory building may be constructed no closer than the required side yard.

No accessory building in excess of one hundred (100) square feet may have metal exterior.

EXCEPTION: In the use of a pre-engineered wood frame structure with metal exterior covering the following shall apply:

- a) With minimum of 12-inch overhangs on the roofs with enclosed soffits.
- b) Residential type doors and windows.
- c) A wainscot around the perimeter of the entire building to break-up the appearance of the continuous vertical siding, using a complementing color.
- d) The exterior wall coverings and roof to match the color of the main residential structure upon the lot that the accessory building is located.
- e) Gutters and down spouts provided.

4. No accessory building shall be constructed upon a lot until the construction of the main building has been actually commenced, and no accessory building shall be used for dwelling purposes.
5. The setback line shall be determined by measuring the horizontal distance from the Lot line to the nearest architectural projection of the building (porches and stoops are included).
6. Open lattice-enclosed fire escapes, fireproof outside stairways and balconies opening upon fire towers, and the ordinary projections of chimneys and flues into the rear yard may be permitted by the Zoning Administrator for a distance of not more than three and one-half feet (3 ½') and where the same are so placed as not to obstruct light and ventilation.
7. For the purpose of the side yard regulations, a two-family dwelling, or a multiple family dwelling shall be considered as one (1) building occupying one (1) lot.
8. Temporary building and temporary signs that are used in conjunction with construction work may be permitted in any district during the period that the building is being constructed, but such temporary building and/or sign shall be removed upon completion of the construction work or not more than thirty (30) days thereafter.
9. When a lot of tract is used for nonresidential purposes, more than one (1) principal use may be located upon the lot or tract but only when the building or buildings conform to all yard and open space requirements for the district in which the lot or tract is located.
10. No side yards are required where dwelling units are erected above commercial and industrial structures.
11. Radio, television and communication towers in any permitted zone shall be placed so the height of said radio or television tower does not conflict with any airport approach or landing zone or with any other ordinance and said radio or television tower is not closer than one and a half times the tower height from any residential dwelling.
12. No portion of open air swimming pool outside a building shall be located at a distance less than six feet (6') from the side yard property line, three feet (3') from the rear yard property line and a setback from the main structure is not required.
13. If forty percent (40%) or more of the existing buildings are less than the required setback, a builder may line up with the existing building line, provided that it is not less than one-half (1/2) of the required setback.

14. On lots where mobile homes are located, the minimum side lot width required shall be ten feet (10').

15. The Planning Commission may require a six foot (6') high solid wood fence or similar screening device.

Section 2. Fences: Except as otherwise provided in this Ordinance, fences may be permitted in any required yard after a permit has been obtained from the building department.

1. District "R-1" to "I-2A" inclusive: All fencing shall be constructed of brick, wood, metal, concrete block, chain link, vinyl, or other material normally intended to be used for Residential fencing. Prohibited fencing materials include Electric, or any fencing material with sharp points.
2. Barbed wire fences are prohibited in all **residential** districts.
3. Height of the fence shall not exceed six feet (6') along the rear lot line and the side lot line. In any required front yard, the height of the fence shall not exceed four feet (4') from the adjacent grade or the top of the curb as designated by the Building Inspector. However, the fence may be uniformly tapered from six feet (6') at the end of the side yard, to the front yard property line.
4. **In commercial and industrial districts**, for security purposes only, barbed wire fencing may be used. The barbed wire shall be at least six (6) feet above grade, and not to exceed seven (7) feet from the immediate adjacent grade, and shall not project beyond the property line.
5. No fence shall be constructed on any street right-of-way or in such a manner as to be hazardous or dangerous to persons or animals or adversely affect the public health, safety and welfare. (Prohibited materials include barbed wire, sharp points on wrought iron fences, and electrical fences)
6. No fence or other visual barrier shall be so located and placed that it obstructs the vision of a motor vehicle driver approaching any street or intersection. (Line of sight at intersections shall conform to the sight triangle of the City of Liberal Ordinance.)
7. No fence shall be erected or maintained which will materially damage the adjacent property by obstructing the view, shut out sunlight or hinder ventilation of the adjoining property owner.

8. No fence shall be constructed until a "no fee" permit has been obtained from the Building Department.

Section 3. Building Setback Lines: Building setback lines are hereby established for all arterial and collector streets, as shown on the approved Major Street Plan. The setback lines as established in this section, shall be held to the minimum for the purpose of promoting the public health, safety, morals, order, convenience, and economy in the process of development and shall conform with the following requirements:

1. **Arterial Streets:** No building or structure which fronts or sides on an arterial street shall be located nearer to the right-of-way line of the arterial street than the sum of the required front yard in feet plus fifty feet (50').
2. **Collector Streets:** No building or structure which fronts or sides a collector street shall be located nearer to the right-of-way line of the collector street than the sum of the required front yard in feet plus forty feet (40').

Section 4. Lots of Record: A lot or group of lots which were platted and recorded in the office of the Register of Deeds prior to the Effective date of this Ordinance may be used for any purpose permitted in the district in which it is located; provided, that no residential building permit shall be issued for the construction of a residential structure on a lot or group of lots that do not conform with the minimum yard and height requirements unless specifically authorized by the Board of Zoning Appeals.

Section 5. Canopy and Marquee: A canopy or marquee may be permitted to "overhang a public way" in District "C-3" providing:

1. The canopy or marquee is constructed and maintained in accordance with the City Building Code and other codes, ordinances and resolutions.
2. No portion of the canopy or marquee shall be less than eight feet (8') above the level of the sidewalk or other public way.
3. The canopy or marquee shall not extend beyond a point two feet (2') inside the curb line of a public street.

Section 6. Plans and Approval Required:

1. Plans showing layout and design of all curb cuts, driveways and off-street parking areas shall be submitted and approved by the City Engineer prior to a permit being issued.

2. Before approving the parking layout, the City Engineer shall satisfy himself that the spaces provided are usable and meet standard design criteria. All required off-street parking areas, including access drives, shall be improved with asphalt, concrete or similar dust free surface and all parking spaces shall be clearly marked and provide safety barriers.

Section 7. Sidewalks:

1. No building or structure shall hereafter be constructed or relocated within the City of Liberal, Kansas, unless said application and permit required herein for said building or structure shall include the construction of sidewalks per City specifications set forth in Article 3, Chapter 15 of this Code of Ordinances.
2. Sidewalk construction shall hereafter be and is a part of all building or structure construction or relocation permits.
3. All plans, designs and specifications for sidewalks shall conform to existing sidewalks in any given block. The City Engineer shall review the plans and determine the type of sidewalk and the grade that is to be constructed.

Section 8. Home Occupations.

1. Any home occupation that is customarily incidental to the principal use of a building as a dwelling or its' accessory building, shall be considered a special use in any residential or agricultural district. The applicant for a home occupation must make application to the Board of Zoning Appeals, as provided in Article XXIII, Section 6 of the Zoning Regulations. In addition to the requirements set forth in Article XXIII, notices shall be mailed not less than twenty (20) days prior to the date of the meeting to owners of property within a radius of two hundred feet (200') of the external boundaries of the property described in the application using for this purpose the name and address of such owners as are shown on the latest official tax roll of the County of Seward. Such notice shall contain all pertinent data related to the case.
2. A home occupation is defined as a business, profession, occupation or trade conducted entirely within a dwelling or its' accessory building, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes, providing either a service or a product, yet does not change the character thereof, and in connection with which there is no commodity sold upon the premises except that which is produced thereon. The home occupation shall not involve the use of commercial vehicles for delivery of materials to and from the premises.

3. In addition to all of the Use Limitations applicable to the district in which it is located, no home occupations may be permitted unless it complies with the following restrictions:
 - a. The primary use of the building or structure in which the occupation is situated is clearly the dwelling or its' accessory building used by the person as his or her private residence.
 - b. No alteration of the exterior of the principal structure shall be made which changes the character thereof as a residence or its' accessory building.
 - c. There shall be no use of utilities or community facilities beyond what normal to the use of the property for residential purposes.
 - d. No inventory or storage, other than immediate samples, are stored on the premises. All storage of immediate samples must be in an enclosed area concealed from public view.
 - e. No more than one (1) person other than a member of the immediate family occupying such dwelling shall be employed.
 - f. The home occupation shall not involve the use of advertising signs on the premises or any other local advertising media which calls attention to the fact that the home is being used for business purposes, telephone number listing expected.
 - g. No equipment or machinery is used in such activities that is perceptible off the premises by reason of noise, smoke, odor, dust, radiation, electrical interference or vibration.
 - h. Parking shall be handled in such a manner as not to impede or hinder traffic on any public right- of-way. Parking must be provided on the property used for the home occupation. No public right-of-way shall be used for Home Occupation parking other than the right-of-way adjacent to the parking being utilized.
4. Customary home occupations include, but are not limited, to the following list of occupations. However, each listed occupation must also fulfill the requirements of Section 8-3.
 - a. Accountant.
 - b. Architect and Engineer.
 - c. Artist.
 - d. Author or Writer.
 - e. Clergyman.

- f. Contractor's Office only.
 - g. Cosmetologist.
 - h. Home Crafts (not to include hobby shops)
 - i. Lawyer.
 - j. Photographer.
 - k. Salesman selling no merchandise on premises.
 - l. Seamstress.
 - m. Secretary-Typist.
 - n. Music Teacher.
 - o. Stables and Kennels (permitted in "A-L" District only).
 - p. Upholstery Shops.
 - q. Small Appliance Repair.
 - r. Bed & Breakfast
5. Home Occupations shall not include any of the following uses:
- a. Dancing Schools.
 - b. Funeral Homes.
 - c. Restaurants.
 - d. Tourist Homes and Boarding Homes.
 - e. Renting of Trailers.
 - f. Medical or Dental Offices, Clinics or Hospitals.
 - g. Animal Hospitals.
 - h. Antiques - Retail.
 - i. Auto Body Work.
 - j. Metal Welding Shops.
6. All persons engaged in the operation of a home occupation as of May 3, 1983, may continue such use provided said usage complied with the definition of "Home Occupation" as defined in Ordinance No. 3475, Article III, Rules and Regulations, item No. 29. Said Ordinance No. 3475 being adopted on the 21st day of July, 1980.
7. The Board of Zoning Appeals may void any Home Occupation for noncompliance with the conditions set forth in approving the permit.

Section 9. Child Care Facilities.

- 1. The following are definitions of day care facilities broken down as to licensing requirements and number of children under an individual's care.
 - a. **Day Care Home.** A facility providing care for six or less children in a residential structure as a home occupation and which is licensed and regulated by either the Seward County Health Department or the Kansas Social and Rehabilitation Services.

- b. **Group Day Care Home.** A Day Care School or Nursery School providing care for a maximum of twelve (12) children in a residential structure as a home occupation and which is licensed and regulated by the Seward County Health Department or the Kansas Social and Rehabilitation Services.
 - c. **Child Care Center.** A Child Care facility providing care for thirteen (13) or more children which is licensed and regulated by the Seward County Health Department or the Kansas Social and Rehabilitation Services.
 - d. **Pre-School.** This shall include educational pre- schools, Montessori Schools, Church sponsored pre-schools, cooperatives and nursery schools providing learning experiences for children in a church building, school or in a hall of a fraternal organization which is licensed and regulated by the Seward County Health Department or the Kansas Social and Rehabilitation Services.
- 2.
 - a. Day Care Homes are conditional uses in Districts "A-L", "R-1", "R-2", "R-3".
 - b. Group Day Care Homes are conditional uses in Districts "A-L", "R-1", "R-2", "R-3".
 - c. Child Care Centers are conditional uses in Districts "R-3", "C-1", "C-2" and "I-P".
 - d. Pre-Schools are conditional uses in Districts "A-L", "R-1", "R-2", "R-3", "C-1", "C-2".
 - 3. All persons now engaged in the operation of a Day Care Home and Group Child Day Care Center and Pre-Schools as of May 2, 1983, shall be exempt from the provisions of this Ordinance as long as that activity is continued by the same operator in the same premises and continues to be licensed and regulated by the Seward County Health Department or the Kansas Social and Rehabilitation Services.

ARTICLE XXI LANDSCAPING REGULATIONS

1. Intent Of Landscape Review Guidelines and Standards: The City of Liberal has adopted a landscaping review process for building sites, fences, walls and other exterior aspects of private development. The process is designed to integrate architectural elements with the surrounding neighborhood and to visually screen undesirable elements of private developments and provide for appropriate barriers against traffic, noise, heat, glare and dust. The purpose of such landscaping is to provide greenery to visually soften paved areas and buildings, provide shade, give maximum absorption of surface water and generally enhance the quality and appearance over the entire area of the project.

2. Landscape Review As Pre-Requisite To Issuance Of Building Permit: All applications for permits for the construction of any building or structure within any "C-O", "C-1" (where less than one hundred percent (100%) of the property is covered by a building), "C-2", "C-3", "R-2" (duplex only), "R-3", "I-P", and "PUD" Zoning Districts within the city shall be accompanied by two (2) copies of the landscape plans. Single-family residential structures are exempt from this process. The plans shall depict the elevations of all proposed buildings or structures and the proposed landscaping or other treatment of grounds, adjacent thereto. Within twenty (20) days after the receipt thereof, the Planning and Zoning Department Director shall review said landscape plans, shall either approve, modify or disapprove them. The Planning and Zoning Department Director may impose reasonable conditions upon any approval and such conditions shall be complied with.

No permit for the construction of any building or structure shall be issued in any case hereinafter mentioned unless such landscaping plans, drawings or sketches have been approved by the Planning and Zoning Department Director or the Planning Commission, as the case may be. All additions to buildings or structures in the zoning district that are of five hundred square feet (500 sq. ft.) or greater shall invoke the stipulations of this Article. The applicant can defer the installation of plantings for a period of six (6) months by submitting a bid from an area nursery made out to both the applicant and the City of Liberal for the amount of the cost and installation of said plantings. Said bid shall be accompanied by a bond for the same amount made out to the City of Liberal and shall be valid for seven (7) months. Upon the expiration of the six (6) month period, and the applicant has not conformed with the approved landscape plan, the bond shall be forfeited and the City of Liberal shall then order the installation of said improvements to the bid.

3. Issuance Of Occupancy Permit: No occupancy permit shall be issued until the landscape requirements have been complied with, with the exception of those portions, which have been deferred, by either the Planning and Zoning

Department Director or the Planning Commission. In general, landscaping will not be advisable during June – September of each calendar year.

4. Appeal To The Planning Commission: In the event the applicant, any interested person or the City of Liberal is aggrieved by the decision of the Planning and Zoning Department Director, the party may, within ten (10) days appeal to the Board of Zoning Appeals. The Board may affirm, modify, or reverse the decision of the Planning and Zoning Department Director within thirty (30) days following the filing of such appeals. Action of the Board shall be final.

5. Landscaping and Buffering: This section sets out the minimum landscaping and buffering requirements for new development within the City of Liberal. Three different types of landscaping/buffering are described in this section: Open Space Landscaping, Parking Lot Landscaping and Right-of-Way, and Transition Buffers. All new development shall blend with the existing character of the corridor and shall contain, as an integral component of the site design, the preservation of existing agricultural open space and/or the reintroduction of native prairie grass and other natural vegetation.

Exemptions: The following shall be exempt from the standards of this section:

- A. Single-Family; Single-Family dwelling (attached or detached) on its own lot.
- B. Downtown Development Landscaping: exempt from immediate compliance; rather, a two-year grace period granted, after which the developer makes improvements or grants access to the city, which may make improvements and assess costs against the property.
- C. Existing Development; Changes in Use. Improvements or repairs to existing development that do not result in an increase in floor area and changes in use that do not result in an increase in intensity.

Open Space Landscaping: The Open Space Landscaping standards are encouraged to be installed for all development.

- A. Plant Units Required. At least three plant units shall be provided for each 1,000 square feet of lot area or fraction thereof.
- B. Location of Plant Units. Plant units required pursuant to this section shall be installed in required front and street side yard setback areas to the maximum extent possible.

C. Limit on Plant Units Required for Residential Development. In no case shall more than 45 plant units be required to be installed on any single-family or duplex lot.

D. Easements. Established landscaping easements shall be preserved.

Parking Lot Landscaping: These Parking Lot Landscaping standards shall apply to all off-street parking areas containing more than five off-street parking spaces. They shall not apply to Vehicle/Equipment Storage lots, Vehicle and Equipment Sales lots or multi-level parking structures.

A. Parking Area Screening. Off-street parking areas shall be screened from view of the public right-of-way and from adjacent lots zoned residential. Screening shall be accomplished by shrubs, earthen berms, walls or any combination of such materials. Required screens shall be located within a landscape buffer strip with a minimum width of five feet. At least 60 plant units shall be provided within the required buffer strip for each 100 linear feet of buffer strip. Plant units shall not be required if an earthen berm or wall design is approved. Parking area screening shall be designed to obscure views of parked cars from off-site. Landscaping provided to satisfy Right-of-Way and Transition Buffer standards shall count toward satisfy these Parking Area Screening standards.

B. Interior Area. The following requirements shall apply to the interior of off-street parking areas. Landscaping provided to meet the Open Space, Parking Area Screening, Right-of-Way and Transition Buffer or other landscaping standards of this section shall not be counted towards meeting a project's Parking Lot (Interior Area) Landscaping requirements.

- 1) Benefits of interior landscaping include the addition of color and interest, relief from rows of parked cars and asphalt, shade and windbreaks, and assist with vehicular circulation.
- 2) Parking lot perimeters are not included in the calculations of the interior planting. The required amount of landscaping is determined by the table, shown below. Landscaped areas outside the parking lot (ex. highway setback, pad sites, etc.) may not be used to meet the interior planting requirements.

Landscaping Required
by Percent of Total Area

	Total Site Area (in square feet)		
	7,000 to 49,000	50,000 to 149,000	150,000 and over
Percent to be Landscaped	5%	8%	10%

- i. The percentage shown may be accomplished through planting islands, buffering adjacent to the building, and/or an addition to the setback.
- ii. The use of planting islands every other aisle of parking will create an environmentally comfortable parking area. The islands are required to be a minimum of 10 feet wide.
- iii. A deciduous tree is recommended for every 300 square feet of planting area. For purpose of safety and visibility, trees must have a clear trunk of at least 6 feet above finish grade. Deciduous trees with low evergreen shrubs below is recommended.
- iv. Buffering adjacent to the building is required at a minimum of 10 feet deep.
- v. All plant material used in this section must be from the list of plants provided or be approved by the Plan Commission.
- vi. Landscaping that extends beyond the 20 foot setback must meet the requirements established for the original median and setback.
- vii. Location. Parking Lot Landscaping shall be reasonably dispersed throughout off-street parking areas.
- viii. Planting Areas. The interior dimensions of any planting area used to satisfy Parking Lot Landscaping standards shall be sufficient to protect plant materials and to ensure proper growth. Planting areas that contain trees shall be at least seven feet wide, and all planting areas shall be protected by raised curbs or wheel stops to prevent damage by vehicles and vehicle overhang.

Right-of-Way and Transition Buffers: The Right-of-Way and Transition Buffer standards of this section require landscape buffers to be provided and maintained when certain land uses are adjacent to one another or when adjacent to certain roadway types. The standards are intended to help ease the land use transition between areas of varying development intensity; to ensure land use compatibility; and preserve the appearance of roadway areas.

- A. Exemption for Integrated Site Plans on Large Parcels. Uses in the Mixed-Use Office and Neighborhood Services district, developed as an integrated mixed land use on a parcel greater than 20 acres, and approved with an integrated landscape plan, shall be exempt from the Right-of-Way and Transition Buffer standards.
- B. Determination of Right-of-Way and Transition Buffer Requirements. The following procedure shall be followed in determining the type of buffer required.
 - ii. Identify the minimum zoning classification required to accommodate the proposed use. This is the “Proposed Development/Zoning” classification of Column 1.
 - iii. Identify the actual zoning classification of the abutting site(s). This is the “Adjacent Development/Zoning” classification.
 - iv. Identify the classification of the roadway adjacent to the site of the proposed development. This is the “Adjacent Street” classification.
 - v. Determine the type of buffer required on each building site boundary (or portion thereof) by referring to the Right-of-Way and Transition Buffer Table.
 - vi. Refer to Description of Buffer Types and Options and select the desired landscaped buffer option from those set forth in that section. Any of the listed options, at the option of applicant, may be used to satisfy Right-of-Way and Transition Buffer requirements.

Proposed Development Zoning	ADJACENT DEVELOPMENT/ZONING						Kansas Avenue	Pancake Boulevard
	AG, R-1	Mod Den	C-O, C-1	C-2, I-P	I-1, I-2	C-3		
R-2	---	A	B	C	C	C	D	C
Mod Density R-3, PD, M-H, M-P	A	---	A	B	C	C	C	B
C-O, C-1	B	A	---	A	C	C	B	B
C-2, I-P	C	B	A	---	B	C	B	B
I-1, I-2	C	C	C	B	--	D	B	B
Downtown C-3	B	C	C	B	--	--	A*	NA

* Required if lot area facing Kansas Avenue is available given building setbacks; otherwise, no transition buffer landscaping required in the C-3 Downtown along Kansas Avenue.

C. Description of Buffer Types and Options

Buffer Type "A"

Width (feet)	Plant Units (per 100 feet of buffer length)	Primary Plant Material
7	60	Small Evergreen Trees
15	40	Conifers/Evergreens/Evergreen Shrubs

Buffer Type "B"

Width (feet)	Plant Units (per 100 feet of buffer length)	Primary Plant Material
15	120	Small Evergreen Trees
25	100	Conifers/Evergreens/Evergreen Shrubs

Buffer Type "C"

Width (feet)	Plant Units (per 100 feet of buffer length)	Primary Plant Material
25	160	Large Deciduous/ Evergreen Trees
35	140	Conifers/Evergreens/Evergreen Shrubs

Buffer Type "D"

Width (feet)	Plant Units (per 100 feet of buffer length)	Primary Plant Material
35	240	Fence/Wall or Berm + Large Deciduous
45	200	Large Deciduous/Evergreen Trees

- D. Location of Buffers. Right-of-Way and Transition Buffers may be required to be located along those portions of a site that are adjacent to public rights-of-way and along those portions adjoining lots with a different zoning classification. In the case of modifications or additions to an existing building or site, buffers shall only be required along those portions of the site that are directly affected by the proposed improvements, as determined by the City.
- E. Use of Buffers. Required buffers shall be reserved solely for screening and landscaping. No proposed building addition, structure, parking area or any other type of physical land improvement shall be located in a required buffer, provided that driveways or roads may cross required

buffer if necessary to provide access to the building site. Sidewalks and pedestrian paths may also be located within required buffers.

- F. **Responsibility for Installing Buffers.** The developing property shall always be responsible for providing required buffers; except that, Downtown buffer installation shall be exempt from immediate compliance; rather, a two-year grace period may be granted, after which the developer shall make improvements or grant access to the city, which may make improvements and assess costs against the property. If any developing site is adjacent to an undeveloped site and has a less intensive zoning classification than the adjacent, undeveloped site, the developing site shall have the option of merely setting aside the required land area for the buffer. Then, when the adjacent site develops, it shall be responsible for installing the required plant material.

Dumpster Screening: Dumpsters located in commercial districts shall be completely screened from view of roadways and adjacent sites by fences, walls or vegetative screens. The screen shall provide complete visual screening of the dumpster and be compatible in material and color with the principal structure on the lot.

Landscape Material Standards: The following standards shall be considered the minimum required planting standards for all trees and landscape material.

- A. **Plant Units.** Many of the landscaping standards of this section are expressed in terms of the number of “plant units” required. The following table provides a breakdown of plant unit equivalencies.

Type of Plant Material	Equivalent Plant Units
Medium or Large Deciduous Tree	10
Small Deciduous or Ornamental Tree	5
Conifer or Upright Evergreen	7
Shrub	1

- B. **Plant Quality.** Plants installed to satisfy the requirements of this shall conform to or exceed the plant quality standards of the most recent edition of American Standard for Nursery Stock, published by the American Association of Nurserymen. Plants shall be nursery grown and adapted to the local area.

- C. **Artificial Plants.** No artificial plants or vegetation shall be used to meet any standards of this section.
- D. **Trees Recommended.** Where required or permitted, trees should be of ornamental, evergreen, or of the large deciduous types, such as oak, maple, ash, hickory, or thornless honey locust.
- E. **Species Mix.** When more than ten trees are required to be planted to meet the standards of this section, a mix of species shall be provided. The number of species to be planted shall vary according to the overall number of trees required to be planted in accordance with the following requirements:

Required Number of Trees	Minimum Number of Species
11-20	2
21-30	3
31-40	4
41+	5

- F. **Sizes.**
- i. **Medium and Large Deciduous Trees.** Medium and large deciduous trees planted to satisfy the standards of this section shall have a minimum caliper (diameter) of two inches, measured at a point that is at least six inches above ground level.
 - ii. **Small Deciduous or Ornamental Trees.** Small deciduous and ornamental trees planted to satisfy the standards of this section shall have a minimum height of four feet.
 - iii. **Conifers.** Conifers planted to satisfy the standards of this section shall have a minimum height of five feet.
 - iv. **Upright Evergreens.** Upright evergreens planted to satisfy the standards of this section shall have a minimum height of four feet.
 - v. **Shrubs (Deciduous and Conifer).** Shrubs may be of a size determined by the applicant, unless otherwise indicated by other sections of this development code.

- vi. Ground Treatment. The ground area within required landscape areas shall receive appropriate landscape treatment and present a finished appearance and reasonably complete coverage upon planting. The following standards shall apply to the design of ground treatment:
 - G. Ground Cover. Ground cover appropriate for the area may be planted in lieu of turf grass. Ground cover shall be of a size and spacing to provide a minimum of 50 percent coverage after the first full growing season and complete coverage at maturity. Edging shall be provided for all ground cover.
 - H. Mulch. Mulch shall be installed and maintained at a minimum depth of two inches on all planted areas except where ground cover plants are fully established. Mulch may be used as a permanent ground treatment in those landscape designs where ground cover or grass is inappropriate.
 - I. Grass Seed and Sod. Turf areas shall be planted with species suitable as permanent lawns in Liberal. Where grass seed is used, maintenance shall be provided until coverage is complete, and complete coverage shall be provided after the first full growing season.
 - J. Use of Existing Plant Material. Vegetation and plant material that exists on a site prior to its development may be used to satisfy the landscaping standards of this section provided that it meets the size, variety and locational requirements of this section.

Installation and Maintenance

- A. Installation. All landscaping shall be installed according to sound nursery practices in a manner designed to encourage vigorous growth. All landscape material, living and non-living, shall be healthy and in place prior to issuance of final Occupancy Certificate. A temporary Occupancy Certificate may be issued prior to installation of required landscaping if written assurances and financial guarantees are submitted ensuring that planting will take place when planting season arrives.
- B. Maintenance. Trees, shrubs, fences, walls and other landscape features depicted on plans approved by the City shall be considered as elements of the project in the same manner as parking, building materials and other details are elements of the plan.
- C. The land owner, or successors in interest, or agent, if any, shall be jointly and severally responsible for the following:

- 1) Regular maintenance of all landscaping in good condition and in a way that presents a healthy, neat, and orderly appearance. All landscaping shall be maintained free from disease, pests, weeds and litter, including picking up sacks along Kansas Avenue, given its high visibility in the community. This maintenance shall include weeding, watering, fertilizing, pruning, mowing, edging, mulching or other maintenance, as needed and in accordance with acceptable horticultural practices;
 - 2) The repair or replacement of required landscape structures (e.g., walls, fences) to a structurally sound condition;
 - 3) The regular maintenance, repair, or replacement, where necessary, of any screening or buffering required by this section; and
 - 4) Continuous maintenance of the site.
- D. Replacement. Required landscaping shall be replaced with equivalent landscaping if it is not living within one year of issuance of a Certificate of Occupancy; except that, Downtown replacement may be required after two years.
- E. Clean-up. At the time landscaping improvements are made, the property shall be cleaned up of trash and rubbish, and shall be maintained free of debris as part of the maintenance requirements in this section.

Alternative Compliance: Applicants shall be entitled to demonstrate that the intent of this section can be more effectively met, in whole or in part, through alternative means. If approved, an Alternative Compliance Landscape Plan shall be substituted, in whole or in part, for a landscape plan meeting the express terms of this section.

- A. Procedure. Alternative Compliance Landscape Plans shall be prepared and submitted in accordance with the procedures established by Liberal. The plan shall be clearly labeled as an "Alternative Compliance Landscape Plan," and the plan shall clearly delineate and identify the modifications and alternatives proposed.
- B. Review Criteria. In reviewing proposed Alternative Compliance Landscape Plans, favorable consideration shall be given to exceptional landscape designs that attempt to preserve and incorporate existing vegetation in excess of minimum standards and plans that demonstrate innovative design and use of plant materials. Alternative Compliance Landscape Plans may be approved upon a positive finding for all of the following criteria:

- 1) Natural land characteristics or existing vegetation on the proposed development site would achieve the intent of this section.
- 2) Innovative landscaping or architectural design is employed on the proposed development site to achieve a buffering effect that is equivalent to the buffer standards of this section;
- 3) The required landscaping or buffering would be ineffective at maturity due to topography or the location of improvements on the site; or
- 4) The proposed alternative represents a plan that is as good or better than a plan prepared in strict compliance with the other standards of this section.

Incentives: Applicants shall be considered for incentive financing in the Downtown for grant funding programs conditioned on timely landscaping improvements. Business owners who have complied with this section may be included in grant programs and loan subsidies as part of Downtown improvement programs.

Applicants who improve landscaping in public open space areas, such as the public parks, may be considered for building permit credits; and applicants who prune trees on the public rights-of-way may be considered for building permit credits.

The following city program should be offered to Downtown businesses:

City of Liberal Commercial Property Beautification Program

Businesses will be reimbursed at a rate of 20 percent of the total cost, not to exceed \$4,000 per business. Applicants must provide the information and follow criteria, as listed below.

The applicant must:

- Be a owner of a commercial property with frontage on a major thoroughfare street.
- Identify the nature, scope and location of the project.
- Provide a detailed landscape plan, expenditure plan, maintenance budget and irrigation plan if applicable.
- Comply with state and local codes and ordinances.
- Receive approval from the City to assure compliance with the regulations.
- Conform to and be compatible with the city comprehensive plan.
- Improve property in the public right of way or visible from the public street, and not attach improvements to private structures.

6. Landscape Maintenance:

- A. All vegetation shall be provided with an adequate, permanent and accessible source of water, which shall be provided, by installed on-site water sources.
- C. All vegetation shall be maintained free of physical damage or injury from lack of water, excess of chemical fertilizer and other toxic chemicals, blight or diseases and such vegetation or those that show signs of damage or injury at any time shall be replaced by the same, similar or substitute vegetation at full growth.

ARTICLE XXII NONCONFORMING USES

Section 1. May be continued:

1. The following lawful uses of land may be continued.
 - a. A use of land which existed prior to the effective date of Section 29-201 through Section 29-225 of the Revised Ordinances of the City of Liberal, Kansas, 1950.
 - b. A use of land existing at the time of annexation of such land to the City, including that land used for the purpose of storing junk, scrap iron, and scrap material, including dismantled and wrecked automobiles or other vehicles, or other types of open storage and which is located in other than "I-2" Heavy Industrial District, shall be discontinued within five (5) years of annexation unless rezoned to an "I-2" District.
 - c. A use of land existing at the time an amendment is made to the Zoning Ordinance, which changes such land to a more restrictive district even though such use does not conform to the provisions of this Ordinance. However, if such nonconforming use, or another nonconforming use to which the land may be changed, is discontinued for a period of six (6) months or more, then any future use of said premises shall be only in accordance with the provisions of the Zoning Ordinance.

Section 2. May not be continued: Nonconforming use, which may not be continued:

1. Whenever a nonconforming use of a building has been changed to a more conforming use, such use shall not thereafter be changed to a less conforming use.
2. A nonconforming building which has been damaged to the extent of more than sixty percent (60%) of its structural value by fire, explosion, act of God or the public enemy shall not be restored, except in accordance with all zoning regulations. In the event of a question as to the structural value of such a building, the same shall be determined by three (3) appraisers; one (1) of whom shall be selected by the Governing Body, one (1) of whom shall be selected by the owner of the building, and the third appraiser shall be selected by the two (2) appraisers so selected. If the first two (2) appraisers so selected cannot agree on the selection of the third such appraiser, the Judge of the appropriated court shall be requested to appoint such third appraiser. The decision of the appraisers, or a majority of them, shall be final and conclusive and shall be binding upon all concerned for the purpose of determining whether the damaged

property may be restored. The property owner shall pay the cost of such appraisal.

3. The nonconforming use of a building or premises for the purpose of dismantling to wrecking automobiles or other vehicles of any kind or for the purpose of storing junk, scrap iron and scrap material, including dismantled and wrecked automobiles or other vehicles, or other types of storage and which is located in other than "I-2" Heavy Industrial District, shall be discontinued within five (5) years from the effective date of this Ordinance, and the buildings or premises thereafter devoted to a use permitted in the district in which such buildings or premises are located.
4. Where land is used for business signs, bulletin boards, or billboards, at the time of passage of the Zoning Regulations, and are not in conformance with the Zoning Regulations, the use of such land for said business signs, bulletin boards, or billboards shall be discontinued and the sign removed within five (5) years after the effective date of the Zoning Ordinance. Land, as used in this paragraph, shall mean signs on supports on vacant land as well as signs on buildings.

Section 3. NONCONFORMING STRUCTURES

1. **Maintenance and repair.** Remodeling of a Nonconforming Structure within the existing Building footprint shall be permitted without a Variance. Any Nonconforming Structure damaged to the extent of 50 percent or less of its fair market value by fire, wind, tornado, earthquake or other natural disaster may be rebuilt, provided such rebuilding does not increase the Intensity of Use as determined by the number of Dwelling Units (for residences) or Floor Areas or ground coverage (for nonresidential uses). The Structure shall not be rebuilt closer to the property line than the original Structure or the applicable Setback lines, whichever is closer. In the City of Wichita only, Nonconforming Structures damaged 50 percent or less of their fair market value by flooding may be rebuilt as set forth in this section, provided such reconstruction shall conform to all requirements of the Building Code related to construction in flood hazard areas. Any Building so damaged more than 50 percent of its value may not be rebuilt, repaired, or used unless it is made to conform to all regulations for Buildings in the District in which it is located, provided that such restoration as may be made is to the fullest extent possible in conformance with development standards.
2. **Enlargement and expansion.** Any expansion of the Nonconforming Structure that increases the degree of nonconformance is prohibited. Other expansions of the Structure shall be permitted and shall not require a Variance. The initial determination of whether a proposed expansion

increases the degree of Nonconformity shall be made by the Zoning Administrator, with an appeal to the Board of Zoning Appeals.

3. **Relocation.** If a Nonconforming Structure is relocated within the area to which this Code is applicable, it shall be placed only in a location in which it fully conforms with the requirements of this Code.
4. **Unsafe Structures.** Nothing in this section shall be construed to permit the continuing use of a Building found to be in violation of basic life safety or health codes of the City or County. The right to continue to use a noncomplying Structure shall be subject to all applicable housing, building, health and other life safety and health codes of the jurisdiction in which the Building is located.

ARTICLE XXIII ENFORCEMENT, VIOLATION AND PENALTY

Section 1. Enforcement: The City Building Inspector, or anyone designated by the City manager, shall administer and enforce this Zoning Ordinance. Appeal from the decision of the enforcing officer may be made to the Board of Zoning Appeals.

Section 2. Certificate of Occupancy:

1. Subsequent to the effective date of this Zoning Ordinance, no change in use or occupancy of land nor any change in the use or occupancy of an existing building shall be made, nor shall any new building be occupied until a certificate of occupancy has been issued by the Building Inspector. The certificate of occupancy shall state that the land and/or building comply with the provisions of this Zoning Ordinance.
2. No permit for excavation or the erection or alteration of any building shall be issued before an application has been made and approved for a certificate of occupancy and compliance and no building or premises shall be occupied until such certificate is issued.
3. A record of all certificates of occupancy shall be kept on file in the office of the Building Inspector and copies shall be furnished for two dollars (\$2.00) on request by any person having an interest in the land or building affected.
4. Buildings used for single-family purposes shall be exempt from this requirement.

Section 3. Plats: Each application for a building permit shall be accompanied by a plat in duplicate, drawn to scale, showing the actual dimensions of the lot to be built upon, the size, shape and location of the building to be erected and such other information as may be necessary to provide for the enforcement of this regulation. A record of applications and plats shall be kept in the office of the Building Inspector.

Section 4. Violation and Penalty

1. The owner or agent of a building or premises in or upon which a violation of any provision of this Ordinance has been committed or shall exist; or the lessee or tenant of an entire building or entire premises in or upon which a violation has been committed or shall exist; or the agency, architect, building contractor or any other person who commits, takes part or assists in any violation or who maintains any building or premises in or

upon which a violation has been committed or shall exist, shall be punished by a fine not to exceed five hundred dollars (\$500). Each and every day that such violation continues shall constitute a separate offense.

2. In case any building or structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any building, structure or land is used in violation of this regulation, the appropriate authorities of said area, in addition to other remedies may institute injunction, mandamus, or other appropriate action or proceedings to prevent such unlawful erection, construction, maintenance or use, or to correct or abate such violation or to prevent the occupancy of said building, structure, or land.

Section 5. The City Inspection Department shall be responsible for the inspection and approval of water and sanitary sewer systems, septic tank systems, and other waste disposal systems installed in the incorporated limits of the city and its Extraterritorial Area.

**ARTICLE XXIV
LIBERAL METROPOLITAN AREA
BOARD OF ZONING APPEALS**

Section 1. Board of Zoning Appeals Established: Pursuant to KSA 12-759, there is hereby created a Board of Zoning Appeals for the City of Liberal, Kansas and the Extraterritorial Area. Said board shall consist of seven (7) members with two (2) members serving three (3) year terms, one (1) member serving a two (2) year term and two (2) members serving a one (1) year term, all of whom shall be residents of the City of Liberal, Kansas and one (1) member from the Extraterritorial Area serving a three (3) year term and one (1) serving a two (2) year term. All terms after the initial appointment will be for a period of three (3) years. Members are appointed by the Mayor with the consent of the City Commission at their first regular meeting in January of each year and take office at the next regular meeting of the Commission. Vacancies are filled by appointment for the unexpired term.

Section 2. Election of Officers: The Board shall annually elect one (1) of its members as Chairman and shall appoint a Secretary who may be an officer or an employee of the City.

Section 3. Rules of Procedure: The Board shall adopt bylaws and rules of procedure for the conduct of business.

Section 4. Meetings: Meetings of the Board shall be held at the call of the Chairman and at such other times as the Board may determine.

Section 5. Records: The Board shall keep minutes of its proceedings, showing evidence presented, findings of fact by the Board, decisions of the Board and voting upon each question. Records of all official actions of the Board shall be filed in its office and shall be a public record.

Section 6. Filing Fees: For the purpose of wholly or partially defraying the cost of the proceedings prescribed herein, including publication costs, the applicant for a variance/exception, upon filing an appeal, shall pay to the Secretary of the Board of Zoning Appeals a fee in the amount of one hundred seventy five dollars, (\$175).

Section 7. Public Hearing and Notice: The Board of Zoning Appeals shall fix a reasonable time for hearing of an appeal or other matter referred to it. Notice of time, place, and subject of such hearing shall be published once in the official newspaper at least twenty (20) days prior to the date fixed for hearing. A copy of said notice shall be mailed to each party to the Appeal and to the Planning Commission.

Section 8. Powers and Jurisdictions: The Board of Zoning Appeals shall administer the details of appeals or other matters referred to it regarding the application of the Zoning Ordinance. The Board shall have the following specific powers:

1. To hear and decide on appeals where it is alleged that there is error in any order, requirement, decision or determination made by an Administrative Official in the enforcement of the Zoning Ordinance.
2. To interpret the provisions of this Ordinance in such a way as to carry out the intent and purpose of the adopted Comprehensive Plan, and as shown upon the Zoning District Map fixing the several districts and accompanying and made a part of this Ordinance, where the street layout actually on the ground varies from the street layout as shown on the Zoning District Map.
3. To permit a variation in the yard requirements of any district where there are practical difficulties or unnecessary hardships in the carrying out of these provisions due to an irregular shape of the lot, or topographical or other conditions; provided, that such variation will not seriously affect any adjoining property or the general welfare or where variations may be permitted which allow unusual arrangement on the lot and still clearly and unmistakably accomplish the intent of this Ordinance. The Board must find that the granting of such variance will not merely serve as a convenience to the applicant, but will alleviate some demonstrable or unusual hardship or difficulty.
4. To hear and grant exceptions to district zoning regulation subject to Section 11 below.

Section 9. Procedure:

1. Appeals to the Board of Zoning Appeals may be taken by any person aggrieved, or by any officer of the City or any governmental agency or body affected by any decision of the official administering the provision of the Zoning Ordinance.
2. Appeals shall be taken within a reasonable time, as provided by the rules of the Board, by filing a notice of appeal specifying the grounds thereof and payment of the required filing fee.
3. Appeals and requests to the Board for variances and exceptions to this Zoning Ordinance shall be prepared and submitted on forms approved and furnished by the Planning Commission.

4. After filing the required appeal or request and payment of the required fee, the Board of Zoning Appeals shall advertise and hold a public hearing as provided in Section 7 above.
5. Notice of the decision of the Board of Zoning Appeals shall be in writing and transmitted to applicant. A copy of such decision shall also be transmitted to the Building Official for action, if action is required.
6. Any person, official or governing agency dissatisfied with any order or determination of said Board may bring action in the District Court of Seward County, Kansas, to determine the reasonableness of any such order or determination.

Section 10. Variances to this Ordinance:

1. The applicant must show that his property was acquired in good faith and, where by reason of exceptional narrowness, shallowness or shape of his specific piece of property at the time of the effective date of this Zoning Ordinance or where by reason of exceptional topographical conditions or other extraordinary or exceptional circumstances, that the strict application of the terms of this Zoning Ordinance actually prohibit the use of his property in the matter similar to that of other property in the zoning district where it is located.
2. Variances are limited to yard regulations may not be more than one-half ($\frac{1}{2}$) the required yard and shall not encroach upon the required setback for adjacent buildings.
3. In granting a variance, the Board of Zoning Appeals must satisfy itself, from the evidence heard before it, that the granting of the variance will alleviate a clearly demonstrable hardship approaching confiscation as distinguished from a special privilege or convenience sought by the owner. The Board shall also find that the variance, if granted, is in harmony with the intended spirit and purpose of this Zoning Ordinance and does not constitute a direct and obvious amendment to the district regulations or district boundaries.
4. In exercising the above powers, the Board may reverse or affirm wholly or partly, or may modify, the order, requirement, decision or determination appealed from the Building Official. The Board may make such order, requirement, decision or determination as ought to be made, and to that end shall have the same powers as the Building Official from whom the appeal is taken. If the Board approves the variance, they shall notify the Building Official of their decision and shall instruct him to issue a permit. A time limit may be specified as a condition for granting the appeal.

5. Every variation granted or devised by the Board shall be accompanied by the written finding of fact, based on testimony and evidence and specifying the reason for granting or denying the variance, a copy of which shall be filed in the office of the City and/or County Clerk, to be available for public inspection.

Section 11. Exceptions to this Zoning Ordinance:

1. Exceptions to this Zoning Ordinance shall be made by special use permit after the request has been duly advertised and a public hearing held as required by law.
2. Prior to review of the request of an exception by the Board of Zoning Appeals the applicant shall:
 - a. File an application on forms provided.
 - b. File with the application a statement certifying that the applicant is the lawful owner of the real estate upon which the excepted use is proposed or that he has the lawful right to receive a conveyance thereof if the application is granted.
 - c. File a form of declaration of restrictions indicating use, which is to be made by the legal owner if the application is granted.

Said restrictions must show that use of the land will be solely that which was applied for as an excepted use. The restriction must provide that if such use is abandoned or is proposed to be changed, the subsequent use shall be in conformity with the zoning restrictions in effect as to the land prior to authorization of the exception, unless a new application for an excepted use is made and granted.

3. A plot plan shall be filed with the application showing:
 - a. Legal dimension of the tract to be used.
 - b. Location of all proposed improvements including curb cut access, off-street parking and other such facilities as the applicant proposes to install.
 - c. Grade elevations.
 - d. Building setback from all property lines.
 - e. Front, side and rear elevations of all improvements to be erected.

- f. Such perspective drawings of the proposed improvements, in such detail as the Board may require, as will clearly show the finished appearance of the improvements proposed.
 - g. Location and type of planting, screening or walls.
 - h. Such other items as the Board shall deem reasonably necessary to properly process the application.
- 5. In considering any application for an exception hereunder, the Board of Zoning Appeals shall give consideration to the Comprehensive Plan, and the health, safety, morals, comfort and general welfare of the inhabitants of the City and County, including but not limited to the following factors:
 - a. The stability and integrity of the various zoning district.
 - b. Conservation of property values.
 - c. Protection against fire and casualties.
 - d. Observation of general police regulations.
 - e. Prevention of traffic congestion.
 - f. Promotion of traffic safety and the orderly parking of motor vehicles.
 - g. Promotion of the safety of individuals and property.
 - h. Provision for adequate light and air.
 - i. Prevention of overcrowding and excessive intensity of land uses.
 - j. Provision of public utilities and schools.
 - k. Invasion by inappropriate uses
 - l. Value, type and character of existing or authorized improvements and land uses.
 - m. Encouragement of improvements and land uses in keeping with overall planning.
 - n. Provision for orderly and proper urban renewal, development and growth.

6. Exceptions which may be authorized by the Board of Zoning Appeals are as follows:

a. In District "A-L":

- (1) Drive-in theaters.
- (2) Isolation homes, penal institutions, sanitariums or asylums for the insane or feeble minded.
- (3) Mineral extraction.
- (4) Seasonable or temporary uses such as recreational camps or similar enterprises.

b. In Districts "A-L", "R-1", "R-2" and "R- 3":

- (1) Any public building erected or land used by any department of the City, County, State or Federal Government.
- (2) Airports and heliports.
- (3) Cemetery and crematory.
- (4) Telephone exchanges, electric substations and regulator stations or other public utilities.
- (5) Nursing homes and care homes for the aged on a tract of land three (3) acres or larger.

c. In Districts "A-L", "R-1", "R-2", "R-3", "M-P", "M-H", "I-P", "C-1" and "C-2"

- (1) Exceptions for Home Occupations, Day Care Homes, Group Day Care Homes, Pre-Schools and Child Care Centers are authorized in accordance with the District Use Regulations.

d. In District "R-3":

- (1) Public and private parking lots on land adjoining a commercial zone or a public or semi-public use, providing all of such land lies within three hundred feet (300') of the boundary of the commercial zone, public use or semi-public use and further providing:
 - (a) The parking area is paved with concrete, asphalt or similar dust free surface.

- (b) The parking area is enclosed with a fence, wall or landscaped buffer area, determined by the Board of Zoning Appeals, having a height of not less than four feet (4') nor more than five feet (5'). Such fence, wall or other enclosure shall be maintained in good condition by the owners and shall observe the front and side yard regulations of the district in which it is located.
 - (c) Any lights used to illuminate said parking area shall be so arranged as to reflect light away from adjoining residential district or districts.
 - (d) A bond as specified in Section 12 shall be filed with the City to guarantee to the City that all improvements will be installed. The bond shall be enforceable by or payable to the City in a sum equal to the cost of constructing the off-street parking area, as estimated by the City.
- e. In District "I-2":
- (1) Automobile wrecking yards, junk yards, and scrap processing yards subject to the following:
 - (a) Located on a tract of land at least three hundred feet (300') from a residential district zone.
 - (b) The operation shall be conducted wholly within a noncombustible building or within an area completely surrounded on all sides by a fence, wall or hedge. The fence, wall or hedge shall be so maintained by the proprietor as to insure maximum safety to the public and preserve the general welfare of the neighborhood. The fence, wall or hedge shall be installed in such a manner as to retain all scrap, junk or other material within the yard.
 - (c) No junk shall be loaded, unloaded or otherwise placed, either temporarily or permanently outside the enclosing building, hedge, fence or wall, or within the public right-of-way.
 - (e) Burning of paper trash, junk or other waste materials shall be permitted only after approval of the Fire Department. Said burning, when permitted, shall be done during daylight hours only.
 - (2) Petroleum refining.
 - (3) Ready-mix concrete and asphalt mix plants.

- (4) Manufacturing or storage of bulk oil, gas and explosives.
- (5) Other uses which may be noxious or offensive by reason of the emission of odor, dust, smoke, gas, noise or vibration.

Section 12. Performance:

1. In making any decision varying or modifying any provision of this Zoning Ordinance or in granting an exception to the district regulations, the Board of Zoning Appeals shall impose such restrictions, terms, time limitation, landscaping, improvement of off-street parking lots and other appropriate safeguards as required to protect adjoining property.
2. In lieu of actual construction of an approved off- street parking lot, the Board of Zoning Appeals may accept, in the name of the City, a corporate surety bond, cashier's check, escrow account or other like security in an amount to be fixed by the City and conditioned upon actual completion of such improvement, within a specified time, and the Governing Body may enforce such bond by all equitable means. Bonds or other security shall be filed with the City Clerk.

ARTICLE XXV AMENDMENTS

Section 1. Amendments: The Governing Body may from time to time amend, supplement or change the district boundaries or regulations contained in this Zoning Ordinance. A proposal for an amendment or a change in zoning may be initiated by the Governing Body or by the Planning Commission or upon application by the owner of the property affected. All such proposed changes shall first be submitted to the Planning Commission for recommendation and report. Upon the development of tentative recommendations, the Planning Commission shall hold a public hearing thereon and shall cause an accurate, written summary to be made of the proceedings.

Section 2. Application: Any party desiring any change in Zoning District boundaries as shown on the "Official Zoning Map of the City of Liberal," the applicant shall file an application with the Secretary to the Planning Commission on forms provided by the Planning Commission. Each application shall be accompanied with a certified list of names and last known address of property owners that are within 200 feet of the property proposed to be rezoned. If a city proposes a zoning amendment to property located adjacent to or outside the city's limits, the area of notification of the city's action shall be extended to at least 1,000 feet in the unincorporated area. All proposed changes shall be submitted to the Planning Commission for recommendation and report. Upon development of tentative recommendations, the Planning Commission shall hold a public hearing and during the public hearing shall make an accurate, written summary of the proceedings.

Section 3. Filing Fee: Any application for a zoning change, variance, vacation of easement, street or alley, special use permit, or amendment, or the filing of a Notice of Appeal, shall be accompanied by such fee as shall be specified from time to time by ordinance or resolution by the Governing Body of the City and County.

Section 4. Public Hearing and Notice: Before the Planning Commission shall, by proper action, formulate its recommendation to the Governing Body on any such proposed or requested change of zoning district boundary, or regulation, whether initiated by the Governing Body or Planning Commission or by others, the Planning Commission shall hold a public hearing on such proposal. The Secretary of the Planning Commission shall cause a notice of public hearing to be published once in the official newspaper and at least twenty (20) days shall elapse between the date of such publication and the date set for the hearing. Such notice shall fix the time and place of the hearing and shall contain a statement regarding the proposed changes in district boundaries or regulation. If the proposed change will affect specific property, the legal description and street address shall be given, in addition to the publication notice, the Secretary of the

Planning Commission shall mail a notice to all land owners within two hundred feet of the area proposed to be rezoned, if a city proposes a zoning amendment to property located adjacent to or outside the city's limits, the area of notification of the city's action shall be extended to at least 1,000 feet in the unincorporated area. Each notice shall give a written description of the proposed change and shall be mailed a minimum of twenty (20) days prior to the meeting. Such notice shall contain a statement that a complete legal description is available for public inspection and shall indicate where such information is available. When the notice has been properly addressed and mailed, failure of a party to receive such notice shall not invalidate any subsequent action taken by the Planning Commission or the Governing Body.

Section 5. Protest: If a protest against such amendment is filed in the office of the City or County Clerk within fourteen (14) days after the date of the conclusion of the public hearing pursuant to said publication notice, said protest being duly signed and acknowledged by the owners of twenty percent (20%) or more of any real property proposed to be rezoned or by the owners of twenty percent (20%) of the area, excepting public streets and ways, located within or without the corporate limits of the City and located within two hundred feet (200') of the boundaries of the property proposed to be rezoned, such amendment shall not be passed except by at least three-fourths (3/4) vote of the members of the Governing Body.

Section 6. Matters to be considered: The Governing Body from time to time may supplement, change or generally revise the boundaries or regulations by amendment to the zoning ordinance or the official zoning map. The Governing Body or the Planning Commission may initiate a proposal for such amendment. If such proposed amendment is not a general revision of the existing regulations and affects specific property, the amendment may be initiated by application of the owner of property affected. Any such amendment, if in accordance with the land use plan, or the land use element of a comprehensive plan, shall be presumed to be reasonable. Prior to any rezoning recommendation of the Planning commission or any rezoning action taken by the Governing Body, both the Planning Commission and the Governing Body will consider the following specific factors:

1. The character of the neighborhood in which the property is to be rezoned;
2. The zoning and uses of properties nearby;
3. The suitability of the subject property for the uses of which it has been restricted;
4. The extent to which removal of the restrictions will detrimentally affect nearby properties;

5. The length of time the subject property has remained vacant and zone.
6. The relative gain to the public health, safety and welfare by the destruction of the value of any plaintiff's property as compared to the hardship imposed upon the individual landowner, and,
7. The recommendation of permanent or professional staff;

Five additional factors that should be considered in any rezoning are as follows:

1. Site location and relationship to public services and utilities;
2. Impact of rezoning on public costs;
3. Impact on transportation and vehicle movement - streets/sidewalks, roadways;
4. Environmental impact on community/site - air, water, noise, etc.;
5. Overall economics to community - taxation versus service requirements.

All factors that are considered in a rezoning amendment shall be recorded in the minutes or made a part of a permanent written record.

Section 7. City Commission Vote Under Protest. If a protest against such proposed amendment is filed in the office of the City Clerk within fourteen (14) days after the date of the conclusion of the public hearing pursuant to the above mentioned publication notice, duly signed and acknowledged by the owners of twenty percent (20%) or more of any real property proposed to be rezoned or by the owners of twenty percent (20%) of the total area, excepting public streets and ways, located within or without the corporate limits of the city and located within two hundred feet (200') of the boundaries of the property proposed to be rezoned if within the city limits and one thousand feet (1,000') if outside the city limits, such amendment shall not be passed except by at least 3/4 vote of all members of the City Commission.

Section 8. Limitation on Successive Petitions. Provisions for a limitation on successive petitions on Planning Commission items shall be as follows:

1. The withdrawal of an original application after it has been advertised for public hearing shall constitute a denial of the application just as if the public hearing had commenced and concluded.
 - (a) No application for an amendment to this chapter including the zoning map, uses permitted upon review and Planned Unit Developments, shall be accepted by the Liberal City Commission within twelve (12)

months. The withdrawal of an original application after it has been advertised for public hearing shall constitute a denial of the application just as if the public hearing has commenced and concluded.

- (b) Irrespective of subsection "A" above, an application for a rehearing may be accepted by the Liberal Metropolitan Area Planning Commission within twelve (12) months after a denial if it is accompanied by an affidavit setting forth facts which, in the judgment of the Planning Commission, constitute a substantial change from the original application. All requests for rehearing, as provided for in this article, shall be submitted to the Liberal Metropolitan Area Planning Commission fifteen (15) days prior to a regularly scheduled meeting of the Liberal Metropolitan Area Planning Commission and shall be included on the agenda for that meeting as a non-public hearing item. If substantial change from the original application, the item will be advertised and a public hearing will be held at the next regularly scheduled meeting of the Liberal Metropolitan Area Planning Commission.

ARTICLE XXVI
VALIDITY

Section 1. Section 29-201 through Section 29-225 of the Revised Ordinances of the City of Liberal, Kansas, 1950, and all amendments thereto are hereby repealed.

Section 2. This is to certify that this Zoning Ordinance and the Zoning District Map referred to in this Zoning Ordinance were duly approved by the Planning Commission on this 29th day of May, 1967.

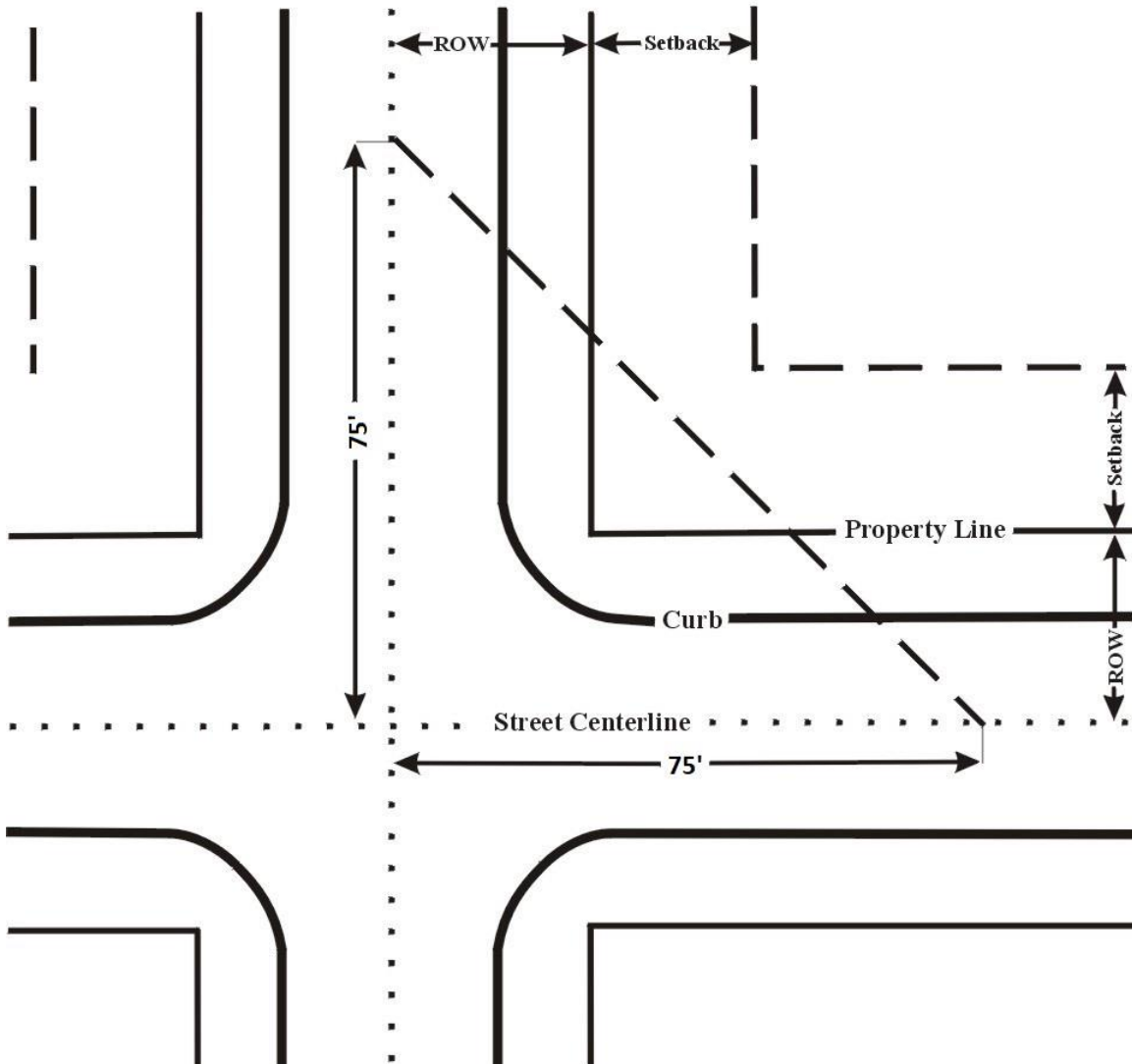
/s/ H. E. Malin, Chairman

/s/ Roe H. Burns, Secretary

Section 3. This Ordinance shall become effective upon its publication one in the official City newspaper.

ARTICLE XXVII
ATTACHMENTS

Figure 1 - Sight Triangle Minimum Standards



ARTICLE XXVIII KANSAS AVENUE OVERLAY DISTRICT

A. Purpose and intent. The purpose of the Kansas Avenue Overlay District in the City of Liberal is to promote the general welfare, heritage, education, and economic benefit of the city through the preservation, protection, and regulation of buildings, sites, structures, districts, and neighborhoods. It is further the intent of this procedure to encourage the adaptation of these buildings, sites, and structures for current use while also maintaining the character of Kansas Avenue through an increased emphasis on compatible design and community appearance.

The Overlay District seeks to ensure that new development maintains the small town character of the area by encouraging site-specific land use development and design to augment the city's conventional zoning district bulk, density and area requirements. Additionally, a mix of commercial, institutional and residential uses is allowed in this district to encourage infill and redevelopment that is compatible with the traditional patterns of growth along the Kansas Avenue Corridor.

B. Applicability: All development within the Kansas Avenue Overlay District, as depicted on the city's Official Zoning District Map shall comply with the standards and procedures of this Section: from U.S. Highway 54 on Kansas Avenue to 6th Street, all commercial zoning districts.

C. Circumstances Requiring Application of the Kansas Avenue Overlay District: The following circumstances require application of Overlay District standards and procedures within the designated Kansas Avenue Overlay District:

- (1) An application for change in zoning or special use permit of a parcel; or
- (2) A re-subdivision of land, or a lot split; or
- (3) An application for new construction of a building for primary use; or
- (4) Any land use change where the following applies:
 - i. over 50% of a building, in value or bulk, is being altered; or
 - ii. an increase of 10% of off-street parking is required.

D. Additional Permitted Land Uses and Developments. The Kansas Avenue Overlay District designation qualifies property for additional uses beyond those permitted or special uses in the zoning district in which the property is located. A development within the Kansas Avenue Overlay District may contain the following additional uses as determined by the Planning Commission and the City Commission, provided that these uses shall not create an appreciable increase in land use intensity beyond what normally occurs in the underlying zoning district, nor substantially alter or affect the character of surrounding development:

- (1) Service-Institutional: In the portion of the District directly adjacent to residential districts. High-density residential uses; office and institutional uses are allowed regardless of the underlying zoning classification; and, limited service-commercial and retail facilities including restaurants, entertainment & arts establishments are

allowed if the underlying zoning allows such commercial uses, provided the retail function is directed toward Kansas Avenue and away from the residential areas in terms of traffic and off-street parking.

- (2) Retail-commercial and highway service-commercial use. Service-commercial establishments which create large numbers of peak hour auto trips may be allowed by special use permit after approval of a traffic study.

E. Governing Ordinance: Site specific land use and development restrictions shall be developed and adopted in conjunction with the approval of any site plan within the Kansas Avenue Overlay District. The site-specific requirements or governing ordinance shall be entitled "Attachment A" and shall be attached to the ordinance authorizing the establishment of the Kansas Avenue Overlay and/or rezoning. The Ordinance Number officially designating the site or area with the Kansas Avenue Overlay shall be noted on the city's Official Zoning Map. As such, any additional uses shall conform to the specific conditions established for the Kansas Avenue Overlay District including, but not limited to the following:

- (1) Building appearance.
- (2) Minimum and maximum square footage per use.
- (3) Sign restrictions (number, type, location).
- (4) Off-street parking (number, location).

F. Lot area and yard requirements.

- (1) Minimum lot area. The lot area for any use or new building in the Kansas Avenue Overlay shall be governed by the underlying zoning district regulations in which the lot is located.
- (2) Minimum yard requirements. Setbacks for new parking areas and new structures shall be established in the conditions of the ordinance governing the particular site plan development proposed within the Kansas Avenue Overlay area; however, any proposed reduction in yard setbacks that are less restrictive than the requirements of the zoning district that underlies the overlay shall be offset by more generous open space dedications elsewhere on the property.
- (3) Exemption from area and yard requirements. The Planning Commission may recommend and the City Commission may approve a smaller than minimum lot area or parcel if it is characterized by one or more of the following criteria.
 - i. Has significant character, interest or value as part of the development, heritage, or cultural characteristics of the City of Liberal, or the State of Kansas.
 - ii. Is a legal lot of record as of the date of the original zoning ordinance.

G. Off-street parking and loading requirements. The minimum off-street parking and loading requirements for any use or building shall be reviewed and determined during site plan review. When a structure or development contains mixed uses, the off-street parking requirements shall be calculated for each individual use and the total parking requirement shall be the sum of individual parking requirements, unless excepted by site

plan review approval. Where the applicant proposes two (2) or more uses—or adding a land use to an existing use—the Planning Commission may approve a reduction of the required off-street parking and loading spaces, where it has been demonstrated by study of the combined uses (and customary operation of the uses) that adequate shared parking would be provided.

1. **Gateways**: Gateways serve as focal points on Kansas Avenue in the city, and can consist of monument structures, distinctive building designs, or unique landscaping and lighting schemes. Any development located near the south or north ends of downtown along Kansas Avenue shall be encouraged to install or contribute to installation of gateway monumentation and landscaping. The Governing Body shall determine if gateway identification would be appropriate on the project site and also have final approval of the gateway improvements.
2. **Landscaping and Buffering**. All new development shall blend with the existing character of the corridor and shall contain, as an integral component of the site design, trees for landscaping and buffering. Development applications shall submit plans as required in ***Landscaping and Buffering Requirements of the City of Liberal***.
3. **Architectural Design**. The form and proportion of new buildings or redevelopment shall be consistent or compatible with the scale, form, and proportion of predominate development in the Overlay District corridor. Architectural design should promote stability through the use of complementary bulk and shapes and fenestrations in keeping with the patterns and designs within the downtown in the Kansas Avenue corridor.
 - (a). Exterior building materials shall consist of stone or masonry materials used in existing buildings and structures within the Kansas Avenue Corridor. At a minimum, newly constructed exterior walls shall consist of at least 50% of one or more of the following materials:
 - i. Stone material used for masonry construction may consist of limestone, granite, sandstone, slate or other hard and durable all-weather stone.
 - ii. All-weather common brick material (hard fired or kiln fired) or other all-weather facing brick.
 - iii. Stucco or approved gypsum concrete/plaster materials.
 - (b). Exterior building colors shall be specified and reviewed during site plan review so that the Planning Commission **or their designee** and applicant can select a mutually agreeable color scheme.
 - (c). Design Standards shall assure the following:
 - i. Loading docks, trash enclosures, outdoor storage and similar facilities and functions shall be incorporated into the overall design of the building and shall be located to the rear of the building and screened to the extent practicable from neighboring residences.
 - ii. The use of unadorned walls, with little detailing or completely blank, is prohibited. Windows, awnings, and arcades totaling 60 percent or more of the primary facade length abutting any public street are encouraged.

- iii. Building rooftops shall feature parapets, overhanging eaves and/or other façade treatments to create visual interest and compatibility throughout the historic downtown and to conceal flat roofs and roof top equipment.
 - iv. Roof mounted equipment, including ventilators and satellite dishes, shall be screened from view (100% opacity) or isolated so as not to be visible from ground level of any adjacent public thoroughfare or residentially-zoned area, up to a maximum of three hundred feet (300') away. The appearance of roof screens shall be coordinated with the building to maintain a unified appearance.
 - v. Electrical and mechanical equipment located adjacent to the building and visible from any adjacent public thoroughfare or a residentially-zoned area shall be screened from view (100% opacity), up to a maximum of three hundred feet (300') away. Such screens and enclosures shall be treated as integral elements of the building's appearance.
4. Pedestrian Access. Walking creates activity downtown; therefore, pedestrian access shall be an integral part of the overall design of each proposed development. Pedestrian access should provide not only safe and convenient access to and from parking areas but should also connect with abutting properties and developments so as to create an alternative means of transportation for residents.
- (1) Sidewalks providing connections to the city's current or future exiting pedestrian facilities and crosswalks shall be provided.
 - (2) Pedestrian areas shall incorporate way finding & interpretive signage (wherever appropriate), planting areas, street trees, and amenities whenever they can be safely accommodated without obstructing pedestrian movements; and are encouraged to provide benches, public art and other such materials. Planters and other streetscape designs or improvements must be coordinated with the city.
5. General Street Graphic Regulations. Street Graphics in the Overlay District shall comply with the following standards:
- 1. Calculation of sign: The area of every sign shall be calculated as follows:
 - a) If a sign is enclosed by a box or outline, the total area (including the background) within that outline shall be deemed the sign area.
 - b) If a sign consists of individual letters, parts, or symbols, the area of the one imaginary square or rectangle which would completely enclose all the letters, parts, or symbols shall be deemed the sign area.
 - c) In calculating sign area, only one side of any double-faced sign shall be counted.
 - d) The area of signs of unusual shapes - such as globes, cylinders, or pyramids - shall be computed as one-half of the total of the exposed surfaces.

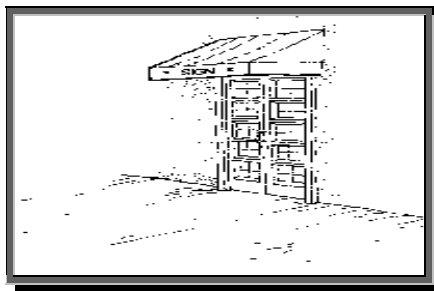
2. Sign Area Allowance: Within the limitations and restrictions as further provided in this chapter, the total of the areas of flush mounted signs which a particular establishment is permitted to display shall be computed according to the following formula:
 - a) Two square feet of sign area per one foot of lineal street frontage.
 - b) The total areas of all other signs which a particular establishment is permitted to display shall be computed according to the same formula. Provided that no establishment in any zoning district shall display more than a total of two hundred fifty (250) square feet of signs.
3. Landscaping: All permanent monument and any other business and identification signs shall have landscaping, which may include, but not limited to, shrubs, annuals, and other materials, adjacent to the sign base or structural supports. If the outline and/or a height increase for any permanent sign is requested, the required landscaping for such sign shall be subject to Planning Commission approval.
4. Strictly prohibited street graphics: The following street graphics are strictly prohibited.
 - a) Portable display signs.
 - b) Elevated signs.
 - c) Roof signs.
 - d) Signs attached to trees, fences, or public utility poles, other than warning signs issued by public utilities.
 - e) Signs, including posts and other supports, that advertise or identify an activity, business, or service no longer conducted on the premises where such sign is located.
 - f) Signs attached to public benches, placed on vehicles or trailers which are parked or located for the purpose of displaying said sign. This does not apply to allowed portable or temporary signs or signs and lettering on buses, taxis or vehicles operating during the normal course of business.
6. Commercial Sign Regulations. Kansas Avenue Overlay District signs may be permitted as follows:
 1. Flush-mounted signs: For aesthetic and safety reasons, flush-mounted signs are preferred type of sign. No flush-mounted sign shall:
 - a) Project more than twelve inches from the wall or surface to which it is attached (if such wall/surface is not vertical, the projection shall be measured from the closest point of the wall/surface to the sign); or
 - b) Extend more than three feet above the roof line of the building to which it is attached.

2. Projecting signs: No establishment in any zoning district of the Overlay District shall erect a new projecting sign on any street front. Existing projecting sign may remain, provided they are maintained properly and safely.
3. Signs on awnings, canopies or marquees: Signs mounted flush against any awning, canopy, or marquee shall be considered flush-mounted signs, and shall comply with the regulations of this Section. Signs suspended beneath any awning, canopy, or marquee shall be considered projecting signs. When the message is placed directly on the awning, the sign area shall be the computation of the area of the one imaginary square or rectangle which would completely enclose all the letters, parts, or symbols.
4. Window signs: Any establishment may display window signs. Permanent window signs shall cover no more than twenty percent of any window. Permanent window signs shall be debited against the displaying establishment's sign area allowance, but temporary window sign shall not.
5. Shopping center identification signs: In addition to the individual signs permitted per business, a shopping center, as an entity, may erect an identification sign in accordance with the provisions of this Chapter if the total gross floor area of all the establishments in the center combined exceeds fifty thousand (50,000) square feet. A shopping center identification sign shall not exceed two (200) hundred square feet in area.
6. Monument signs: Any request for a freestanding sign after the date of adoption of this code shall be restricted to a monument signs for all uses located along Kansas Avenue pursuant to the following standards;
 - a) One monument sign per lot, not exceeding 6 feet in height.
 - b) Square footage of said signage shall be limited to 25% of the linear street frontage of the lot, not to exceed 75 square feet.
 - c) The base of a monument sign shall be $\frac{1}{2}$ the width of the sign face.
7. Freestanding signs: All freestanding signs erected after the passage of this ordinance along Kansas Avenue shall be Monument Signs pursuant to the standards contained herein.

7. Structural Types of Signs.

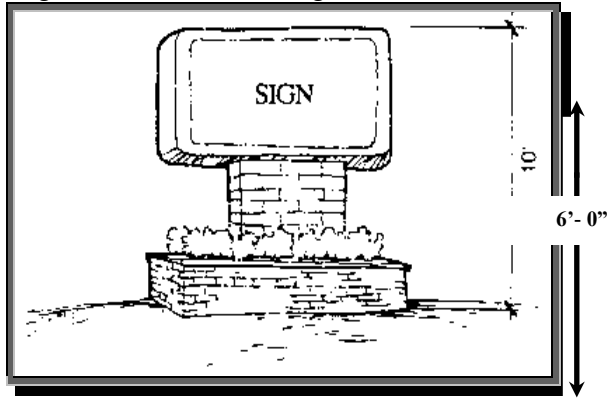
1. Awning, Canopy or Marquee Sign: A sign that is mounted on, painted on, or attached to, an awning, canopy or marquee. No such signs shall project above, below or beyond the awning, canopy or marquee.

Figure 1- Canopy Sign



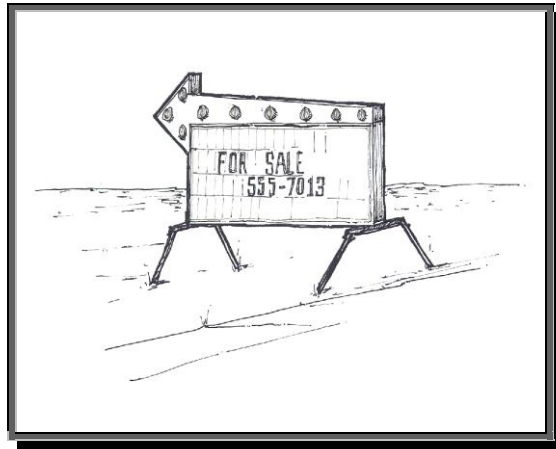
2. Monument Sign: Any sign placed upon, or supported by, the ground independent of the principal structure on the property, where the bottom edge of the sign is less than four feet above the ground, the height is no greater than 6 feet, and the base is no less than 50 percent of the width of the face of the sign, presenting a monolithic structure

Figure 2- Monument Sign



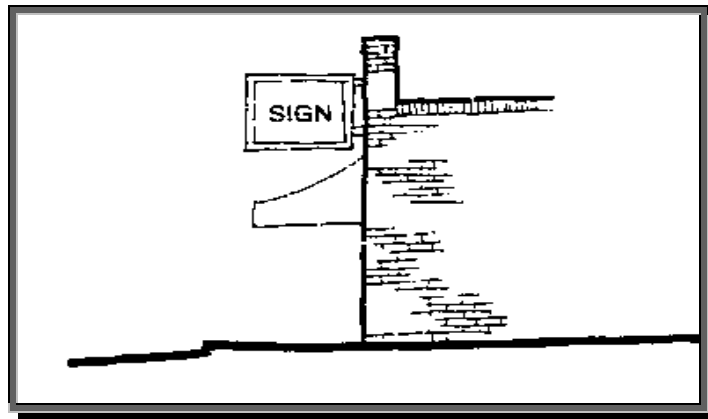
3. Elevated Sign (pole sign): Any sign placed upon, or supported by, the ground independent of the principal structure on the property where the top edge of the sign is greater than six feet above the ground level.
4. Portable Display Sign: Any movable display structure, capable of relocation, under its own power, or towed by a motor vehicle. The display message of the sign may be painted or non-painted and capable of being readily altered. Portable display signs may be with or without electrical illumination and power, and with or without wheels.

Figure 3 - Portable Display Sign



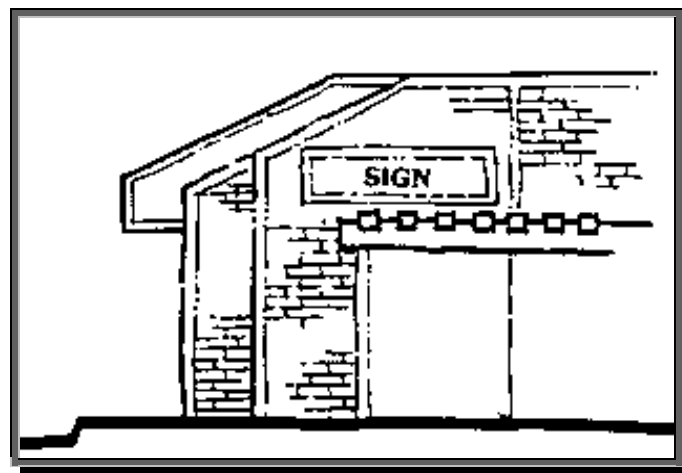
5. Projecting Sign: A sign that is wholly or partly dependent upon a structure for support and which projects more than 12 inches from such structure.

Figure 4 - Projecting Sign



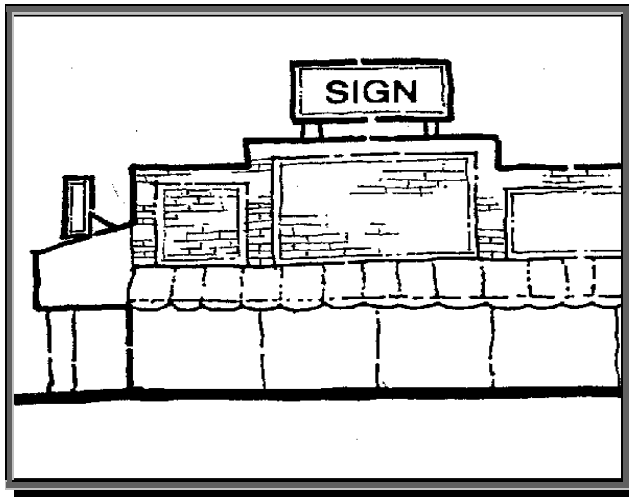
6. Wall Sign: A sign fastened to or painted on a wall of a structure in such a manner that the wall becomes merely the supporting structure or forms the background surface, and which does not project more than 12 inches from such structure.

Figure 5 - Wall Sign



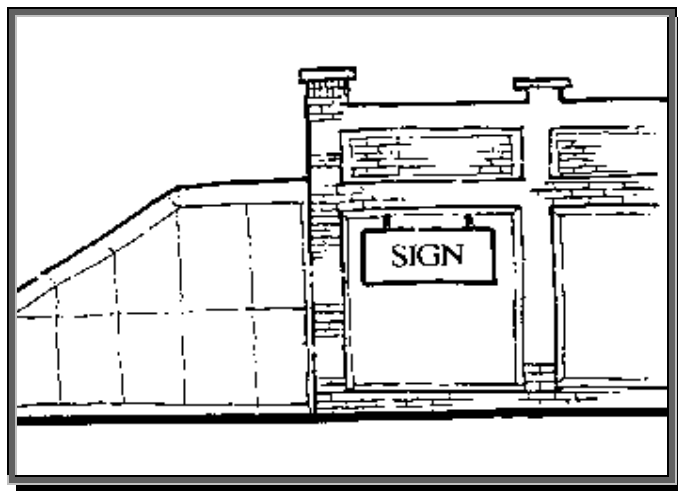
7. Roof Sign: A sign that projects more than 12 inches beyond the face of the structure.

Figure 6 - Roof Sign



8. Window Sign: Any sign, pictures, symbol, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale, or service, that is placed inside a window or upon the window panes or glass and is visible from the exterior of the window.

Figure 7 Window Sign



9. Scale and Context: Scale includes both human scale and proportion. Signs shall maintain a pattern that is proportional to the element they are attached to and the facade as a whole. Signs shall be in scale with the site or structure where located and in context with the site, structure and service offered. Context includes form, style, color, balance and structure lines as defined below:
- a) Form: Sign shape and its relationship to the structure or service offered.

- b) Style: Historical, eclectic, modern or contemporary shapes, texts and colors.
- c) Color: Analogous or complementary in relation to site or structure.
- d) Balance: Location of sign in structure element relating to balance through location, mass and color.
- e) Structure Lines: Major lines of building elements and compatibility to outlines, horizontal and vertical lines such as roof line, ground line, window lines, etc.
- f) Limitations:
 - I. All signs must be constructed of permanent all-weather materials; and
 - II. Sign shall maintain a consistent pattern and scale.

**LIBERAL METROPOLITAN AREA PLANNING COMMISSION
AND
BOARD OF ZONING APPEALS**

Chairman:

Steve Merz

Vice Chairman:

Nick Schwindt

Commissioners:

Monalicia Arredondo

Jeff Hall

Ernesto Gotia Jr.

Jairo Vasquez

Darla Harper, Secretary (non-voting member)

City Zoning Administrator:

Keith Bridenstine

CITY COMMISSION

Mayor:

Jeff Parsons

Vice Mayor:

Chris Linenbroker

City Council:

Jose Lara

Janeth Vasquez

Ron Warren

City Manager:

Rusty Varnado

City Clerk:

Alicia Hidalgo

July 2022

City of Liberal

P. O. Box 2199

324 North Kansas Ave.

Liberal, KS 67905-2199

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ZONING ORDINANCE

ORDINANCE NO. _____

A COMPREHENSIVE ZONING ORDINANCE REGULATING AND RESTRICTING THE USE OF LAND AND THE USE AND LOCATION OF BUILDINGS AND STRUCTURES; REGULATING AND RESTRICTING THE HEIGHT AND BULK OF BUILDINGS AND STRUCTURES AND DETERMINING THE AREA OF YARDS, COURTS AND OTHER PLACES SURROUNDING THEM; REGULATING AND RESTRICTING THE DENSITY OF POPULATION; DIVIDING THE CITY OF LIBERAL, KANSAS, AND THE ADJACENT EXTRATERRITORIAL AREA IN SEWARD COUNTY INTO DISTRICTS FOR SUCH PURPOSES; ADOPTING A MAP OF THE LIBERAL METROPOLITAN PLANNING AREA SHOWING BOUNDARIES AND THE CLASSIFICATION OF SUCH DISTRICTS; DEFINING CERTAIN OF THE TERMS USED IN SAID ORDINANCE; PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS' PROVISIONS; AMENDING SECTION 29-201 THROUGH SECTION 29-225 OF THE REVISED ORDINANCES OF THE CITY OF LIBERAL, KANSAS, 1960 AND ALL AMENDMENTS THERETO COMMONLY KNOWN AS THE "ZONING ORDINANCE" AND REPEALING SAID SECTION 29-201 THROUGH SECTION 29-225 OF THE REVISED ORDINANCES OF THE CITY OF LIBERAL, KANSAS, 1950 AND ALL AMENDMENTS THERETO, AND REPEALING ORDINANCE No. 3475 OF THE CITY OF LIBERAL, KANSAS, AND ALL AMENDMENTS THERETO.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LIBERAL:

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2000, by and between _____, hereinafter called "OWNER", and _____, doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: ~~That for and in consideration of the payments and agreements hereinafter mentioned:~~

~~1. The CONTRACTOR will commence and complete the construction of _____.~~

~~2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services described herein.~~

~~3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 45 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.~~

~~4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum of _____.~~

~~5. The term "CONTRACT DOCUMENTS" means and includes the following:~~

- ~~(A) Advertisement for Bids~~
- ~~(B) Information for Bidders~~
- ~~(C) BID~~
- ~~(D) Bid Bond~~
- ~~(E) Agreement~~
- ~~(F) General Conditions~~
- ~~(G) SUPPLEMENTAL GENERAL CONDITIONS~~
- ~~(H) Payment Bond~~
- ~~(I) Performance Bond~~
- ~~(J) NOTICE OF AWARD~~
- ~~(K) NOTICE TO PROCEED~~
- ~~(L) CHANGE ORDER~~

~~(M) _____ Drawing prepared by numbered _____ through _____, and dated _____, 2000.~~

~~(N) SPECIFICATIONS prepared or issued by CITY OF LIBERAL dated _____, 2000.~~

~~_____ (O) _____ ADDENDA:~~
~~_____ No. _____, dated _____, 20~~
~~_____ No. _____, dated _____, 20~~
~~_____ No. _____, dated _____, 20~~
~~_____ No. _____, dated _____, 20~~
~~_____ No. _____, dated _____, 20~~
~~_____ No. _____, dated _____, 20~~

~~_____ 6. The OWNER will pay to the CONTRACTOR up to two times per month on the second and fourth Wednesday of the month. A 5% retainage for each invoice shall be held until final approval of the project.~~

~~_____ 7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.~~

~~IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in _____ 2 _____ copies, each of which, shall be deemed an original on the date first above written.~~

~~(SEAL) _____ OWNER:~~
~~_____ City of Liberal, Kansas~~

~~_____ BY: _____~~

~~_____ NAME: _____~~

~~_____ TITLE: _____~~

~~ATTEST:~~

~~NAME: _____~~

~~TITLE: _____~~

~~_____ CONTRACTOR:~~

~~_____~~

~~_____ BY:~~

~~_____~~

~~(SEAL) _____ NAME:~~

~~_____~~

~~ATTEST: _____ ADDRESS:~~

~~_____~~

~~NAME: _____~~

TITLE: _____

**ARTICLE 1.
TITLE, PURPOSE, AUTHORITY AND JURISDICTION**

Section 1. Title. These regulations, including the zoning district maps made a part hereof, shall be known and may be cited as the “Zoning Regulations of the City of Liberal, Kansas and the Extraterritorial Area,” and shall herein after be referred to as “these regulations.”

Section 2. Purpose. These regulations are intended to serve the following purposes:

- A. To promote the public health, safety, morals, comfort and general welfare;
- B. To establish a variety of zoning district classifications according to the use of land and buildings with varying intensities of uses and standards whose interrelationships of boundary zones form a compatible pattern of land uses and buffer areas which enhance the value of each zone;
- C. To regulate and restrict the location, use and appearance of buildings, structures and land within each district and to zone for residential, commercial, industrial and other purposes including flood plains;
- D. To regulate and restrict the height, number of stories and size of buildings and structures including their distance from any street or highway; the percentage of each lot that may be occupied by buildings and other structures; and size of yards, courts and other open spaces;
- E. To protect property values and conserve energy and natural resources;
- F. To provide for adequate light and air and acceptable noise levels;
- G. To avoid the undue concentration of population and vehicular traffic and to prevent overcrowding the use of land and public facilities;
- H. To facilitate the adequate provision of transportation, water supply, sewage disposal, schools, parks and other public improvements;

- I. To provide adequate public notice on proposed changes in these regulations and zoning maps and an opportunity to be heard on such zoning matters;
- J. To establish and provide procedures for the Board of Zoning Appeals to consider appeals, variances and conditional uses as exceptions; and
- K. To implement the goals, policies and proposals of the comprehensive plan for the zoning jurisdiction.

Section 3. Authority. These regulations are adopted under authority established by K.S.A., 12-741 et seq., as amended, 12-736, 12-753 to 12-761 inclusive, 12-763, 12-764, 12-766, 12-3009 to 12-3012 inclusive, 12-3301 and 12-3302.

Section 4. Zoning Jurisdiction. These regulations shall apply to all buildings, structures and land within the corporate limits of the City of Liberal, Kansas and its Extraterritorial Area.

ARTICLE II
INTERPRETATION, CONSTRUCTION AND DEFINITIONS

Section 1. Rules of Interpretation.

- A. Minimum Requirements.** In their interpretations and application, the provisions of these regulations shall be held to be the minimum requirements for the promotion of the public health, safety, morals, comfort and general welfare.
- B. Overlapping or Contradictory Regulations.** Where the conditions imposed by the provisions of these regulations upon the use of land or structures are either more restrictive or less restrictive than comparable conditions imposed by any other provision of any other applicable law, ordinance, resolution, rule or regulations of any kind, the regulations which are more restrictive and impose higher standards or requirements shall govern.
- C. Private Agreements.** The provisions of these regulations are not intended to abrogate any valid easement, deed restriction, covenant or other private agreement of legal relationship, provided, that where the requirements of these regulations are more restrictive or impose higher standards or regulations than such private agreements, the requirements of these regulations shall govern. The City does not have a responsibility to enforce such private agreements.
- D. Unlawful Uses.** No use of land or structure which was not lawfully existing at the time of the adoption of these regulations shall become or be made lawful solely by reason of the adoption of these regulations; and to the extent that, and in any respect that, said unlawful use or structure is in conflict with the requirements of these regulations, said use or structure remains unlawful hereunder.

- E. Not a Licensing Regulation.** Nothing contained in these regulations shall be deemed to be a consent, license or permit to use any property or to locate, construct or maintain any structure or facility or to carry on any trade, industry, occupation or activity.
- F. Effect on Existing Permits.** For all purposes except single-family residential developments platted and recorded after January 1, 1992, nothing in these regulations shall be deemed to require any change in plans, construction or designated use of any land or structure in the event that: (See Art 2 Section 1-G)
1. A zoning permit for such use of land or structure was lawfully issued prior to the effective date of these regulations or the effective date of any amendment thereof; and
 2. Such permit had not by its own terms expired prior to such effective date; and
 3. Such permit was issued on the basis of an application showing complete plans for proposed construction and/or use; and
 4. There has been a substantial change of position, substantial expenditure, substantial work performed or incurrence of substantial obligations by the permit holder in reliance on such permit other than purchase of land or preparation of design plans; and
 5. Such issuance of a permit and change of position, expenditures, work or incurrence of obligations were made prior to the effective date of an amendment of these regulations which amendments would have made legal the issuance of such permit; and
 6. Construction pursuant to such permit is completed prior to the expiration of such permit; and
 7. When the use of land or a structure is completed under a permit to which this Section 2-100F applies, an occupancy certificate shall be issued in accordance with the zoning regulations in effect at the time the zoning permit was issued.
- G. Vesting of Development Rights.** For the purpose of single-family residential developments according to K.S.A. 12-764, as

amended, development rights in such land use shall vest upon recording of a final plat of such land after January 1, 1992. If construction of a principle structure is not commenced on such land within five years of recording a final plat, the development rights in such land shall expire and, thus, all revisions to zoning or subdivision regulations becoming effective during the period vested shall thereafter apply to such platted land.

Section 2. Rules of Construction.

H. In the construction of these regulations, the provisions and rules of this Section shall be preserved and applied, except when the context clearly requires otherwise:

1. The singular number includes the plural and the plural the singular.

2. The present tense includes the past and future tenses and the future the present.

3. The word “shall” is mandatory while the word “may” is permissive.

4. The phrase “used for” shall include the phrases “arranged for,” “designed for,” “intended for” “maintained for” and “occupied for.”

5. The person” includes an individual, firm, corporation, association, partnership, trust, governmental body and agency, and all other legal entities.

6. The word “City” means the City of Liberal, Kansas.

7. The words “Governing Body” mean the Mayor and Commission members of the City of Liberal, Kansas which together constitute the governing body.

8. The word “Clerk” means the City Clerk.

- 9. The words “Planning Commission” mean the Liberal Metropolitan Area Planning Commission.**
- 10. The words “Comprehensive Plan” mean the adopted and approved Comprehensive Development Plan for the City of Liberal, Kansas and surrounding Planning Area, which includes, among other elements, a plan for land use.**
- 11. The word “Board” means the Liberal Metropolitan Area Board of Zoning Appeals.**
- 12. The words “zoning jurisdiction” mean the area as defined in Article 1, Section 4 for which the jurisdiction of these regulations is applicable for zoning purposes.**
- 13. Unless otherwise specified, all distances shall be measured horizontally.**
- I. Any word or phrase which is defined in this Article or elsewhere in these regulations shall have the meaning as so defined whenever used in these regulations, unless such definition is expressly limited in its meaning or scope.**
- J. Words or terms not herein defined shall have their ordinary meaning in relation to the context as defined in a dictionary.**

ARTICLE III RULES AND DEFINITIONS

Section 1. Rules: For the purpose of this Ordinance, the following rules shall apply:

1. Words and numbers used singularly shall include the plural. Words and numbers used plurally shall include the singular. Words used in the present tense shall include the future.
2. The word "**persons**" includes a corporation, members of a partnership or other business organization, a committee, board, trustee, receiver, agent or other representative.
3. The word "**shall**" is mandatory.
4. The word "**use**", "**used**", "**occupy**" or "**occupied**" as applied to any land or building shall be construed to include the words "**intended**", "**arranged**" or "**designed**" to be used or occupied.

Section 2. For the purpose of this Ordinance, certain terms or words used herein shall be interpreted or defined as follows, unless the context clearly indicated otherwise:

1. **ACCESSORY USE OF BUILDING:** A subordinate building located on the same lot or group of lots with the main building or a subordinate use of land, either of which is customarily incident to the main building or to the principal use of the land (including public utilities such as communication, electricity, gas, water, sewers plus their supports and incidental equipment). An accessory building shall not exceed 1,000 square feet in area and shall not exceed the height of the principal dwelling unit.
2. **AGRICULTURE:** The use of land for growing crops in the open, horticulture, nurseries, truck farms and accessory uses, including structures **not** in a designated flood plain, for carrying out agricultural operations; provided, however, such agricultural use **shall not include** the following uses: (See Section 3-100E4 for Exemptions.)
 - a. The maintenance and operation of commercial greenhouses or hydroponic farms, except in zoning districts where permitted
 - b. Retail sales as an accessory use, unless the same are otherwise permitted by these regulations.
 - c. The feeding of garbage to animals.

- d. The feeding, grazing or sheltering of domestic animals or fowl, e.g., horses, cows, swine, goats, chickens, pigeons, rabbits or fur bearing animals, but not including cats and dogs and other pets; unless such animals or fowl are otherwise permitted by City laws or regulations.
 - e. The operation or maintenance of a stockyard or commercial feed lot or a hog finishing facility.
 - f. Farm houses are considered to be single-family dwellings.
- 3. **ALLEY:** A public thoroughfare which provides only secondary means of access to abutting property, the right-of-way of which is twenty feet (20') or less in width.
 - 4. **ALTERATION:** Alteration, as applied to a building or structure, is a change or rearrangement in the structural parts of an existing building or structural. Enlargement, whether by extending a side, increasing in height, or the moving from one location or position to another shall be considered an alteration.
 - 5. **ANIMAL HOSPITAL OR CLINIC:** An establishment where animals are admitted principally for examination, treatment, board or care, by a Doctor of Veterinary Medicine. This does not include open kennels or runs.
 - 6. **APARTMENT:** (See DWELLING, MULTIPLE).
 - 7. **APPLICANT** The owner or duly designated representative of land proposed to be subdivided, or for which a special permit, amendment, variance, construction permit, or certificate of occupancy has been requested. Consent shall be required from the legal owner of the premises.
 - 8. **APPROVED PUBLIC SANITARY SEWER SYSTEM:** A sewage disposal plant, main sanitary sewer lines and other lines approved by the City Commission of Liberal, Kansas, and by the Kansas State Department of Health.
 - 9. **APPROVED PUBLIC WATER SYSTEM:** Water treatment plant and service lines approved by the City Commission of Liberal, Kansas, and by the Kansas State Department of Health.
 - 10. **ASSISTED LIVING:** Multifamily dwelling units used or designed to be used by older persons, persons with disabilities or other persons needing or desiring assistance with day-to-day living matters, but not including

group homes, group housing, hospitals or convalescent care facilities. Typical uses include retirement communities in which housekeeping services, common dining facilities and recreational and social activities are offered to residents.

11. **AUTOMOTIVE SERVICES:** Any building, structure, improvements, or land used for the repair and maintenance of automobiles, motorcycles, trucks, trailers, or similar vehicles including but not limited to body, fender, muffler or upholstery work, oil change and lubrication, painting, tire service and sales, or installation of CB radios, radios, car alarms, stereo equipment or cellular telephones.
12. **AVERAGE LOT WIDTH:** An average of the front and rear setback widths of any given lot.
13. **BASEMENT:** A story having part, but not less than one-half ($\frac{1}{2}$) of its' height below grade.
14. **BED AND BREAKFAST:** A family home, occupied as a permanent dwelling by the proprietor, in which lodging and meals are provided for time-limited durations to not more than four groups of patrons in a 24-hour period.
15. **BOARD OF ZONING APPEALS:** The board established by the city (also referred to as the BZA) to hear and determine appeals and variances. The Liberal Metropolitan Area Planning Commission is designated as the BZA.
16. **BOARDING HOUSE:** A building other than a hotel where, for compensation and by prearrangement for definite periods, meals, or lodging and meals, are provided for three (3) or more persons, but not exceeding twenty (20) persons.
17. **BUILDING:** Any structure designed, or intended for the enclosure, shelter or protection of persons, animals or property. When a structure is divided into separate parts by unpierced walls from the ground up, each part is deemed a separate building.
18. **BUILDING HEIGHT:** The vertical dimension measured from the average elevation of the finished lot grade at the front of the building to the highest point of a flat roof; to the deck line of a mansard roof; and to the average height between the plate and ridge of a gable, hip or gambrel roof.
19. **BUILDING OFFICIAL:** The person or persons designated by the Liberal City Commission to administer these regulations whether such person or

persons be titled Building Official, Building Inspector, Administrative Officer or Enforcement Officer.

20. **CARPORT:** A structure intended for the storing of automobiles, consisting of a roof supported by structural members and open on all sides.

~~a. **ATTACHED:** An open-sided automobile shelter attached to the side of a dwelling.~~

~~b. **DETACHED:** An open-sided automobile shelter in a rear yard only.~~

21. **CELLAR:** A story having more than one-half (1.2) of its height below grade.

22. **CHILD CARE CENTERS:** A child care facility providing care for thirteen (13) or more children which is licensed and regulated by the Seward County Health Department or the Kansas Social and Rehabilitation Services.

23. **CLINIC:** (See MEDICAL, DENTAL OR HEALTH CLINIC).

24. **COMMUNICATION TOWER:** Commercial AM/FM radio, television, microwave and cellular telephone transmission towers, electronic emission of any wave length and accessory equipment and buildings.

25. **COMPREHENSIVE PLAN:** A comprehensive plan made and adopted by the Planning Commission and co-adopted by the City Commission which, through a combination of text, charts and maps, sets forth data and establishes policies for general locations of various land uses, including streets, parks, schools, public buildings, utilities, and related uses.

26. **DAY CARE HOMES:** A facility providing care for six or less children in a residential structure as a home occupation and which is licensed and regulated by either the Seward County Health Department or the Kansas Social and Rehabilitation Services.

27. **DISTRICT:** A section or sections of the City for which the regulations governing the use of buildings and premises, the height of buildings, the size of yards and the intensity of use are uniform.

28. **DWELLING:** A building or portion thereof, but not a mobile home, designed or used for residential occupancy.

29. **DWELLING, SINGLE-FAMILY:** A building having accommodations for and occupied exclusively by one family.

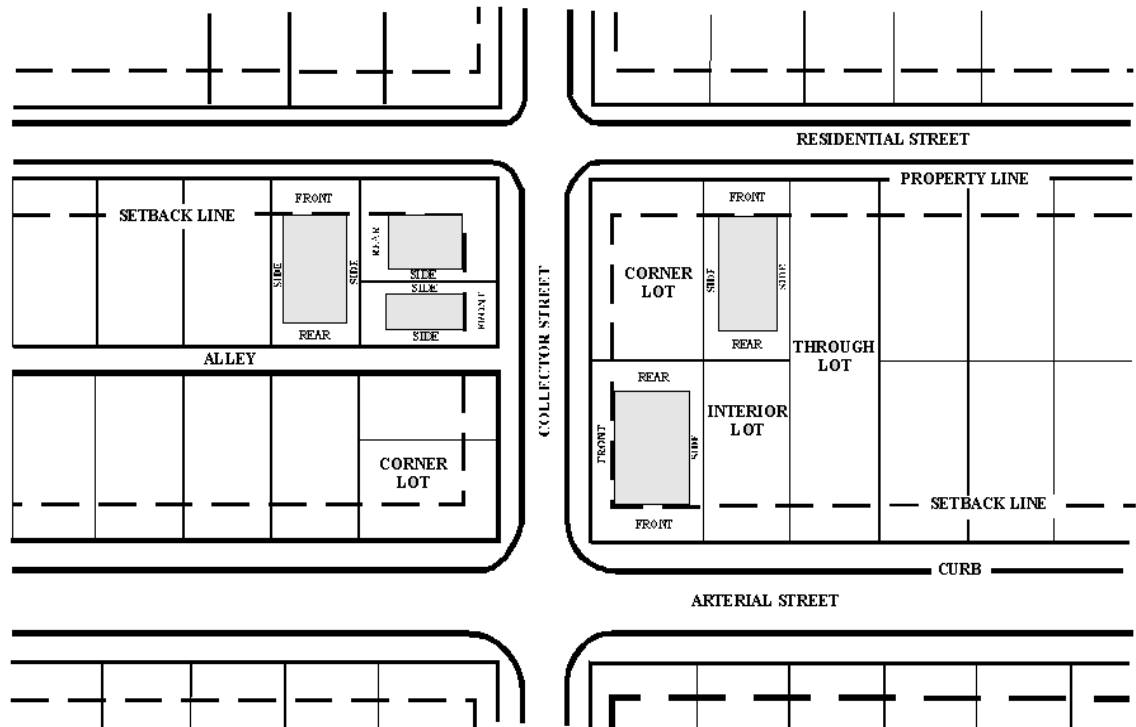
30. **DWELLING, TWO-FAMILY:** A building having accommodations for and occupied exclusively by not more than two (2) families.
31. **DWELLING, MULTIPLE:** A building having accommodations for and occupied exclusively by more than two (2) families.
32. **EASEMENT:** A grant by a property owner to the public, a corporation, or a person(s) of the use of a recorded strip of land for certain specified purposes.
33. **EXTRATERRITORIAL AREA:** That area that lies outside the city limits of the City of Liberal that is defined in the Extraterritorial Map.
34. **FAÇADE:** A façade shall be considered any face of a building given special architectural treatment.
35. **FAMILY:** One or more persons occupying the premises and living as a single housekeeping unit, as distinguished from a group occupying a boarding house, fraternity or sorority house, lodging house, hotel or motel.
36. **FARM HOME AND BUILDINGS:** A dwelling and/or appurtenant structures located on land or lands on which crops or livestock are raised and predominantly support the home.
37. **FENCE:** An enclosure or barrier constructed of posts, supports, boards, wires, stakes, bricks, stones or rails that impairs the visibility and wind flow.
38. **FENCE HEIGHT:** The vertical distance measured from the side of the fence that is exterior to the property or from the lowest adjacent ground level to the top of the fence material. In the case of wire fencing, height shall be measured by the width of the material used, providing that when installed, the material is directly adjacent to the ground level.
39. **FLOOR AREA:** Floor area shall mean the gross floor area of the building.
40. **FRONTAGE:**
- a. All the property on one side of a street between two (2) intersecting streets (crossing or terminating) measured along the line of the street. Where a street is dead-ended, the frontage shall be considered as all that property abutting on one side between an intersecting street and the dead end of the street.
 - b. The width of a **lot**, measured at the front part of the **lot**

41. **GARAGE, PRIVATE:** An accessory building designed or used for the storage of not more than four (4) motor driven vehicles owned and used by the occupants of the building to which it is accessory.
42. **GARAGE, PUBLIC:** A building, or portion thereof, other than a private or storage garage, designed or used for equipping, repairing, hiring, servicing, selling or storing motor-driven vehicles.
43. **GARAGE, STORAGE:** A building, or portion thereof, designed or used exclusively for housing four (4) or more motor-driven vehicles.
44. **GOVERNING BODY:** City Commission: Board of City Commissioners of the City of Liberal, Kansas
45. **GROUP DAY CARE HOMES:** A Day Care School or Nursery School providing care for a maximum of twelve (12) children in a residential structure as a home occupation and which is licensed and regulated by the Seward County Health Department or the Kansas Social and Rehabilitation Services.
46. **HOME OCCUPATION:** A Home Occupation is defined as a business, profession, occupation or trade conducted entirely within a dwelling or its' accessory building, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes, providing either a service or a product, yet does not change the character thereof, and in connection with which there is no commodity sold upon the premises except that which is produced thereon.
47. **HOTEL:** A building used as an abiding place for more than twenty (20) persons who are being lodged for compensation with or without meals.
48. **IMPERVIOUS SURFACE:** Mainly artificial structures----- such as pavements (roads, sidewalks, driveways and parking lots) that are covered by impenetrable materials such as asphalt, concrete, brick, stone----- and rooftops.
49. **INSTITUTION:** A building occupied by a non-profit organization or a non-profit establishment for public use.
50. **LIBERAL METROPOLITAN AREA PLANNING COMMISSION:** The appointed members of the commission recognized under Liberal City Code Chapter 17, Article 8. ~~All land within the City of Liberal, Kansas to the nearest point of the City limits of Liberal and its Extraterritorial Area.~~
51. **LODGING HOUSE:** A building or place where lodging is provided (or which is equipped regularly to provide lodging) by prearrangement for

definite periods, for compensation, for three (3) or more persons in contradistinction to hotels open to transients.

52. **LOT OR PLOT:** A parcel of land occupied or intended for occupancy by one main building, together with its accessory buildings, including the open spaces required by this ordinance. A lot or plot may include more than one platted lot and may include parcels on separate sides of an alley or easement.
53. **LOT (SOMETIMES ZONING LOT):** A parcel of land lawfully platted in accordance with the Subdivision Regulations of the City of Liberal. Provided, however, that where there exists real property within the city which has not been subdivided, then Lot (sometimes Zoning Lot) shall be defined as a parcel of land under common ownership occupied or intended for occupancy by a use permitted in this ordinance, including one main building, together with its accessory buildings, the yards, parking and loading spaces required herein and having its principal frontage upon a street.
54. **LOT, CORNER:** A lot abutting upon two or more streets at their intersection. There shall be a setback on each street side of a corner lot no less than the front yard setback of the adjoining residential structures fronting on the same side of the street, except that the established side yard setback of the corner lot may be adjusted by application for a variance to the Board of Adjustment in cases where an unnecessary hardship is found. No accessory building shall project beyond the required or established setback line on either street.
55. **LOT, DEPTH OF:** The mean horizontal distance between the front and the rear lot lines.

Figure 1 - Lot Types & Setbacks



56. **LOT, DOUBLE FRONTAGE:** A lot having a frontage on two (2) non-intersecting streets as distinguished from a corner lot.

57. **LOT, INTERIOR:** A lot other than a corner lot.

58. **LOT OF RECORD:** A lot, which is a part of a subdivision, the plat of which has been recorded in the office of the Register of Deeds or a parcel of land, the deed of which was recorded in the office of the Register of Deeds.

59. **LOT WIDTH:** The width of a lot at the front yard line.

60. **LOT, ZONING:** A parcel or tract of land used, developed or built upon as a unit under single ownership or control. Said parcel or tract may consist of one or more lots of record, one or more portions of a lot or lots of record or any combination thereof.

61. **LOT OF RECORD:** A lot which is a part of a subdivision, the map of which has been recorded in the office of the Register of Deeds, or a lot described by metes and bounds, the description of which has been recorded in the office of the Register of Deeds. (Pertains to the Exterritorial Area)

- 62. MANUFACTURED DESIGN HOME - MOBILE HOMES:** A factory built structure or structure more than eight (8) feet in width and more than thirty-six (36) feet in length, equipped with the necessary service connections for required utilities, having the plumbing, heating, air conditioning and electrical systems contained therein and made so as to be readily movable as a unit or units on its or their own running gear and designed to be used as a dwelling unit or units without a permanent foundation. The phrase "without a permanent foundation" indicates that the support system is constructed with the intent that the mobile home placed thereon may be moved from time to time at the convenience of the owner. Any unit built prior to federal regulations that became effective July 15, 1976, will not be allowed. Mobile homes manufactured after that date must display a HUD Seal or data plate to verify their proper construction.
- 63. MANUFACTURED HOME:** A structure which bears a seal indicating compliance with the federal manufactured home construction and safety standards established pursuant to 42 U.S.C. §5401, and constructed on or after June 15, 1976.
- 64. MANUFACTURED HOME PARK:** Any area, piece, parcel, tract, or plot of ground equipped as required for support of manufactured homes and offered for use by the owner or representative for manufactured home park purposes and/or ground upon which three or more manufactured homes are parked, whether for compensation or not, including all accessory uses thereof. The term "manufactured home park" does not include sales lots of which unoccupied manufactured homes are parked for the purpose of inspection and sale.
- 65. MANUFACTURED HOME RESIDENTIAL-DESIGN:** A manufactured home which is designed with the same appearance of an on-site, conventionally built, single-family dwelling and satisfies the criteria illustrated herein, and established in state statutes.

Figure 2 - Manufactured Home Residential Design



Residential Character:

Covered Entry
Front Porch
Landscaping
Pitched Roof

Architectural Details:

Window Elements

Manufactured Home Features:

Horizontal Lap Siding
Permanent Masonry foundation
Double-wide Manufactured Home

66. MANUFACTURED HOME SALES: An establishment primarily engaged in the display and sale of manufactured homes.

67. MEDICAL, DENTAL OR HEALTH CLINIC: Any building designed for use by one or more persons lawfully engaged in the diagnosis, care and treatment of physical or mental diseases or ailments of human beings; including, but not limited to doctors of medicine, dentists, chiropractors, osteopaths, optometrists and podiatrists; and in which no patients are lodged overnight.

68. MOBILE HOME: A transportable structure larger than 320 square feet in floor area, designed to be used as a year-round residential dwelling, and built prior to the enactment of the Federal Mobile Home Construction and Safety Act of 1974, which became effective for all mobile home construction on June 15, 1976.

69. MOBILE HOME PARK: Any park, court, camp, lot, area, piece, parcel, tract, or plot of ground upon which mobile homes are used, whether for

compensation or not, including all accessory use thereof. This shall be a minimum of 5 acres of land.

70. **MODULAR HOME:** A dwelling structure located on a permanent foundation and permanently connected to public utilities, consisting of preselected, prefabricated units or modules, and transported to and/or assembled on the site of its permanent foundation; in contradistinction to a dwelling structure which is custom-built on the site of its permanent location; and also in contradistinction to a mobile home, either single-wide, double-wide or of multiple width, located on a permanent foundation and permanently connected to public utilities; and further, that it conforms to the present city building, housing, electrical and plumbing codes. Such conformity may be either to the adopted codes of the city or by reciprocal conformity agreement between the building inspector of the city and a similar municipal official who inspects and approved the modular home at the place of its manufacture, according to a previously and mutually agreed set of standards.

Figure 3 - Modular Home



Residential Character:

Pitched Roof
Covered Entry
Enclosed Garage

Architectural Details:

Eave Projection
Varying Depths
Ornamental Windows

Modular Features:

Modules for on-site construction

Permanent Features:

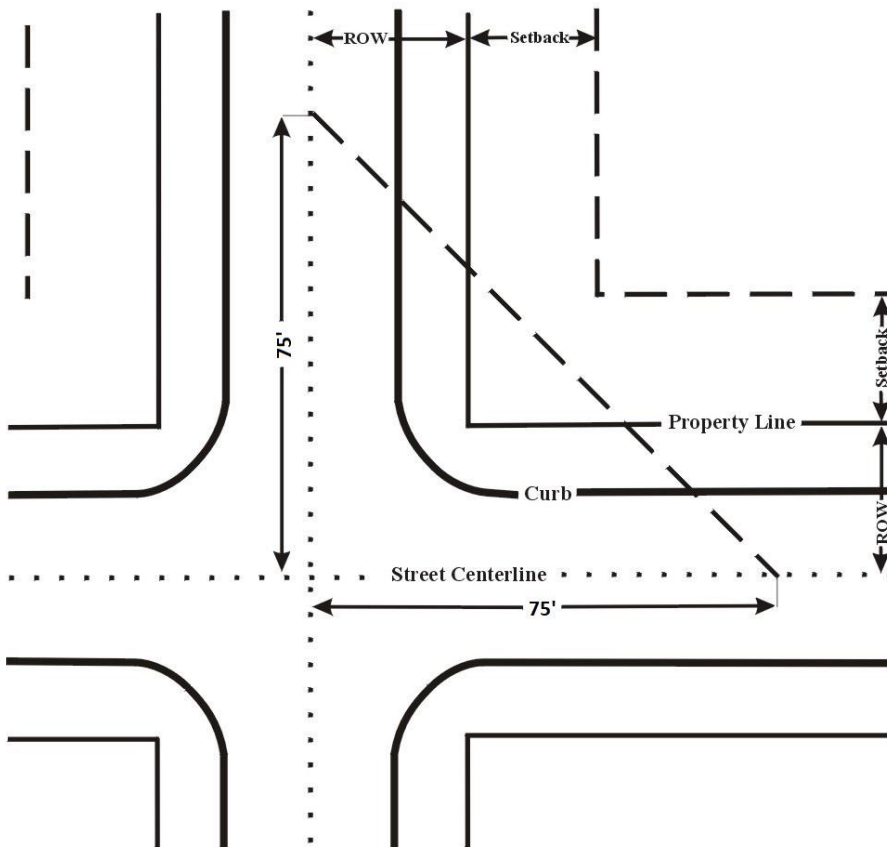
Walkway and Stairs
Formal Landscaping

71. **NONCONFORMING USE:** Any building or land lawfully occupied by a use, at the time of the passage of Ordinance No. 2461 or amendments hereto, which does not conform with the provisions of this ordinance or amendments hereto.
72. **NURSING HOMES:** An establishment or agency licensed by the State of Kansas, for the reception, board, care or treatment of three (3) or more unrelated elderly individuals.
73. **PARCEL:** A lot or contiguous group of lots in single ownership or under single control, usually considered a unit for purposes of development.

74. **PARKING SPACE:** An area surfaced for the purpose of storing one (1) parked automobile. For the purpose of this ordinance, one (1) parking space shall have a minimum width of nine feet (9') and a minimum length of twenty feet (20') in computing off-street parking, additional space shall be required off- street for access drives to each parking space.
75. **PERMANENT FOUNDATION:** A foundation, which is designed to properly transfer imposed load to soil. All foundations shall be of reinforced concrete meeting the standards of the Uniform Building Code.
76. **PLANNING COMMISSION:** Liberal Metropolitan Area Planning Commission.
77. **PLACE OR COURT:** An open, unoccupied space, other than a street or alley, permanently reserved as the principal means of access to abutting property.
78. **PRE-SCHOOL:** This shall include educational pre- schools, Montessori schools, church sponsored pre- schools, cooperatives, and nursery schools providing learning experiences for children in a church building, school or in a hall of a fraternal organization which is licensed and regulated by the Seward County Health Department or the Kansas Social and Rehabilitation Services.
79. **PROFESSIONAL OFFICE:** Any building or part thereof used by one (1) or more persons engaged in the practice of law, accounting, architecture, engineering or other occupation customarily considered as a profession.
80. **PUBLIC UTILITY:** Any business which furnished the general public telephone service, telegraph service, electricity, natural gas, or water, and any other business so affecting the public interest as to be subject to the supervision or regulation by an agency of the State of Kansas.
81. **RESIDENTIAL DESIGN MANUFACTURED HOME:** is a dwelling unit substantially assembled in an off-site manufacturing facility for installation or assembly at a dwelling site, bearing a label certifying that it was built in compliance with National Manufactured Home Construction and Safety Standards promulgated by the U.S. Department of Housing and Urban Development.
82. **RESTAURANT:** A public eating establishment at which the primary function is the preparation and serving of food.
83. **ROOMING HOUSE:** Any dwelling in which more than three (3) persons, either individually or as families, are housed or lodged for hire, with or without meals.

84. **SCREENING:** Screening and enclosure required for permitted outdoor storage shall be by means of a fence, wall or berm, in combination with landscaping, designed to create a minimum of seventy-five (75) percent opacity. Crates, boxes, trailers or other temporary storage facilities shall not be considered appropriate screening materials.
85. **SERVICE STATION:** A service station shall consist of a building or group of buildings and surfaced area where automotive vehicles may be fueled and serviced; such service shall not include tire recapping, body repairs or major overhaul.
86. **SETBACK:** The distance that is required by this zoning ordinance to be maintained in an unobstructed state between a structure and the property line of the lot on which the structure is located. (Note: The term “setback” refers to a required minimum area, while the term “yard” refers to the actual open area.)
87. **SIGHT-TRIANGLE:** Corner lots shall have a sight triangle within which no planting, fences or landscaping shall occur that will cause sight restrictions for vehicular traffic. A sight triangle obstruction is any shrub, bush, fence, etc., that is in the triangle measured from the center of the intersection to a point ~~ninety~~ seventy-five feet (75') along the center line of the side street and the front street. (See Attachment #1)

Figure 4 - Sight Triangle Minimum Standards



88. **SIGN:** A sign shall include any sign, billboard or other device which shall display or include any letter, word, model, banner, flag pennant, insignia, device or representation used as, or which is in the nature of, an advertisement or announcement which directs attention to an object, project, place, activity, person, institution, organization or business, but shall not include any display of official flag.

- a. **Billboard:** A billboard is a board, panel or tablet used for the display of posters or printed or painted advertising matter, either illuminated or non-illuminated.
- b. **Sign, Advertising:** A Sign which directs the attention of the public to any goods, merchandise, property, business service, entertainment, or amusement conducted or produced which is bought or sold, furnished, offered or dealt in elsewhere than on the premises where such sign is located, or to which it is affixed.
- c. **Sign, Sandwich:** An advertising or business ground sign which is constructed in such a manner to form an "A" or a tent like shape,

hinged or not hinged at the top and each angular face held at an appropriate distance by a supporting member.

- d. **Sign, Business:** A sign which directs attention to a business or profession conducted or to products, services, or entertainment sold or offered upon the premises where such sign is located, or to which it is affixed. A "For Sale" sign or a "For Rent" sign relating to the property on which it is displayed shall be deemed a business sign.
 - e. **Sign, Flashing:** Any illuminated sign on which the artificial light is not constant in intensity and color at all times. For the purpose of this Ordinance, any revolving illuminated sign shall be considered a flashing sign.
 - f. **Sign, Illuminated:** A sign designed to give forth artificial light, or
 - a. designed to reflect light derived from any source.
 - g. **Sign, Portable:** An advertising device which may be illuminated and shall not exceed 40 square feet (40 sq. ft.), which may be transported, on wheels, skids or some similar conveyance by a single individual.
89. **SPOT ZONING:** Spot Zoning is zoning action by which a smaller area is singled out of a larger area and specially zoned for a use classification totally different from and inconsistent with the classification of surrounding land and is not in accordance with the comprehensive plan.
90. **STREET:** A right-of-way dedicated to the public use, which provides vehicular and pedestrian access to adjacent properties.
91. **STREET LINE:** A dividing line between a lot, tract or parcel of land and the contiguous street.
92. **STREET NETWORK:**
- a. **Expressway:** A street with divided roadways which provides fast and efficient movement of large volumes of traffic between areas and across the Liberal Metropolitan Area Planning Area, and which does not provide a land service function.
 - b. **Arterial Street:** A street which provides for through traffic movement between and around areas and across the Liberal Metropolitan Planning Area, with direct access to abutting property; subject to necessary control of entrances, exits and curb uses.

- c. **Collector Street:** A street, which provides for traffic movement between arterial and local streets, with direct access to abutting land and for local traffic movement, whether in business, industrial or residential uses.
- 93. **STRUCTURE:** Anything constructed or erected, the use of which requires permanent location on the ground or attachment to something having a permanent location on the ground, but not including fences.
- 94. **STRUCTURAL ALTERATIONS:** Any change in the supporting members of a building, such as bearing walls or partitions, columns, beams or girders, or any complete rebuilding of the roof or the exterior walls. For the purpose of this Ordinance, the following shall not be considered alterations.
 - a. Attachment of a new front where structural supports are not changed.
 - b. Addition of fire escapes where structural supports are not changed.
 - c. New windows where lintels and support walls are not materially changed.
 - d. Minor repair or replacement of non-structural members.
- 95. **TAVERN:** An establishment in which the primary function is the public sale and serving of malt beverages.
- 96. **THIS ORDINANCE:** The zoning requirements approved by ordinance for the City of Liberal by the Board of City Commissioners.
- 97. **TRAILER-ANY OF THE FOLLOWING:**
 - a. **Travel Trailer:** A vehicular, portable structure identified from the manufacturer as a travel trailer, built on a chassis, designed to be used as a temporary dwelling for travel, recreational, and vacation uses, and when equipped for the road, having a width not exceeding eight feet (8') and a body length not exceeding thirty-six feet (36').
 - b. **Pick-up Coach:** A structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel.
 - c. **Motor Home:** A portable, temporary dwelling to be used for travel and constructed as an integral part of a self propelled vehicle.
 - d. **Camping Trailer:** A canvas, folding structure, mounted on wheels and designed for travel.

98. **TRAVEL TRAILER PARK:** A parcel of land containing not less than three (3) acres, in which five (5) or more spaces are occupied or intended for occupancy by trailer for transient dwelling purposes.
99. **TRAVEL TRAILER SPACES:** A parcel of land in a Travel Trailer Park for the placement of a single trailer and the exclusive use of its occupants.
100. **VARIANCE:** A variation from a specific requirement in this Ordinance, as applied to a specific piece of property, as distinct from rezoning.
101. **YARD:** A space on the same lot with a main building, open, unoccupied and unobstructed by buildings or structures from the ground upward.
102. **YARD, FRONT:** A yard extending across the full width of the lot, the depth of which is the least distance between the lot line and the front building line. On corner lots (lots abutting two or more streets at the intersection of those streets), the front yard shall face the shortest street dimension of the lot. ????
103. **YARD, REAR:** A yard extending across the full width of the lot between the rear of the main building and the rear lot line, the depth of which is the least distance between the rear lot line and the rear of such main building. Where an alley is platted at the rear of the lots, one-half the width of the alley may be included in the rear yard requirements. ????
104. **YARD, SIDE:** A yard between the main building and the side lot line, extending from the front yard, or front lot line where no front yard is required, to the rear yard. The width of the required side yard shall be measured horizontally, at ninety (90) degrees with the side lot line, from the nearest point of the side lot line toward the nearest part of the main building. ????
105. **ZONE OR DISTRICT:** A section of the Liberal Metropolitan Area Planning Commission area for which uniform regulations governing the use, height, area, size and intensity of use of buildings, land and open spaces about buildings are herein established.
106. **ZONING ADMINISTRATOR:** The person designated by the city to enforce and administer the provisions of this ordinance or their duly appointed representative(s).

Section 3. Words or terms not herein defined shall have their ordinary meaning in relation to the context.

ARTICLE IV DISTRICT AND BOUNDARIES

Section 1. District Classifications: In order to classify, regulate and restrict the location of trades and industries, and the location of buildings designed for specified uses; to regulate and limit the intensity of the use of lots; to regulate and determine the area of yards and other open spaces surrounding buildings and to regulate and restrict the density of population, the Liberal Metropolitan Area Planning Commission Area is hereby divided into districts designed as follows:

- "A-L" Agricultural District
- "R-1" Single Family Dwelling District
- "R-2" Two Family Dwelling District
- "R-3" Multiple Family Dwelling District
- "P-D" Planned Unit Development District
- "M-H" Mobile Home District
- "M-P" Mobile Home Park District
- "TT-P" Travel Trailer Park District
- "C-O" Commercial Office Building District
- "C-1" Neighborhood Shopping District
- "C-2" General Commercial District
- "C-3" Core Commercial District
- "I-P" Industrial Park District
- "I-1" Light Industrial District
- "I-2" Heavy Industrial District
- "I-2A" Heavy Industrial District

Section 2. Zoning District Map: The boundaries of the districts are shown on the map and/or sections thereof attached hereto and made a part of this Ordinance, which map is designated as the "Zoning District Map". The Zoning District Map and all the notations, references, and other information shown there were all fully set forth or described herein. Copies of the Zoning District Map are properly attested and are on file with the Clerk of the City of Liberal.

Section 3. Annexation Rule: All lands which are hereafter annexed to the City shall be in the "R-1" Single Family Dwelling District, unless said lands shall have been previously zoned a different classification by Ordinance or Resolution of the City and/or the Liberal Metropolitan Area Planning Commission, in which event the zoning previously made shall continue as to said annexed lands, until changed, in the same manner as provided herein for zoning changes. Land added to the Extraterritorial area as the result of annexation by the City, shall be classified as "A-L" Agricultural District until changed by rezoning procedures herein authorized. ????

Section 4. Rules Where Uncertainty May Arise: Where uncertainty exists with respect to the boundaries of the various districts as shown on the map accompanying and made a part of this Ordinance, the following rules apply:

1. The district boundaries are the centerline of either street or alleys unless otherwise shown.
2. Where the property has been or may hereafter be divided into blocks and lots, the district boundaries shall be construed to be the lot lines, and where the districts designated on the map accompanying and made a part of this Ordinance are bounded approximately by lot lines, the lot lines shall be construed to be the boundary of the district unless the boundaries are otherwise indicated on the map.
3. In unsubdivided property, the district boundary line on the map accompanying and made a part of this Ordinance shall be determined by the use of the scale appearing on the map.

ARTICLE V
"A-L" AGRICULTURAL DISTRICT

Section 1. Intent and Purpose of District: The "A-L" Agricultural District is established for the purpose of protecting agricultural uses in the county by restricting and regulating density, land coverage, and land use.

Section 2. District Regulations: In District "A-L", no building or land shall be used and no building or structure shall be erected, altered or enlarged which is arranged or designed for other than one of the uses listed in Section 3 below.

Section 3. Use Regulations:

1. General agricultural operations. This shall not include or permit:
 - (a) The spreading, accumulation, feeding or use of garbage in any form on the surface of the land.
 - (b) Any activity within three hundred feet (300') of a dwelling district which activity is noxious or offensive by reason of dust, odor or noise.
2. Single-Family Dwellings on a tract of land ~~forty (40)~~ five (5) acres or larger.
 - (a) Residential Design Manufactured Homes placed on a permanent foundation that meets the requirements of Section 7 of this Article.
3. Churches and similar places of worship and parish houses.
4. Communication towers. (meeting the requirements of Article XX, Section 1, #11 of this code)
5. General farm operations.
6. Golf courses, except miniature golf courses and driving tees operated for commercial purposes.
7. Greenhouse and nurseries.
8. Institutions of higher learning, including dormitory accommodations when located on the same tract as the educational buildings.
9. Public parks, playgrounds, recreational areas and community buildings owned and operated by a public agency.

9. Public or parochial elementary, junior high and high schools and private schools with equivalent curriculum.
10. Stands for sale of agricultural products or commodities raised on the premises.
11. Customary accessory uses and structures located on the same tract with the principal use, including barns, sheds, tennis courts, open-air swimming pools, private garages, garden houses, barbecue ovens, fireplaces and similar uses.
12. Temporary structures incidental to construction work but only for the period of such work. Basements and cellars may not be occupied for residential purposes until the building is completed.
13. The renting of not to exceed two (2) sleeping rooms with a total occupancy not to exceed three (3) persons for whom board may be furnished but with the prohibition of separate culinary accommodations for such tenants.
14. The following uses may be allowed by special use permit when submitted:
 - a. Any public building erected or land used by any department of the City, County, State or Federal Government.
 - b. Airport or heliport.
 - c. Cemetery or crematory.
 - d. Drive-in theaters.
 - e. Mineral extraction.
 - f. Nursing homes and homes for the aged. ~~on a tract of land Forty (40) acres or larger.~~
 - g. Seasonal or temporary uses such as recreational camps and similar activities.
 - h. Telephone exchange, electric and gas substations, and regulator stations.
 - i. Home Occupations.
 - j. Day Care Homes.
 - k. Group Day Care Homes.

I. Pre-Schools.

Section 4. Intensity of Use Regulations: Tracts in this district shall be ~~Forty (40)~~ **Five (5)** acres or larger.

Section 5. Height Regulations: Except as otherwise provided in the Airport District and the additional height, area, and use regulations of this Ordinance, no building or structure shall exceed the following height requirements.

1. When a building or structure is within one hundred fifty feet (150') of a dwelling district zone, said building or structure shall not exceed thirty-five feet (35') in height.
2. When a building or structure is more than two-hundred fifty feet (250') from a dwelling district zone, said building shall not exceed eighty feet (80') in height.

Section 6. Yard Regulations:

1. Front Yard:

- a. There shall be a front yard having a depth of not less than forty feet (40') except as required for arterial and collector streets (See additional height, area, use regulations).
- b. Where a lot or tract has double frontage, the required front yard shall be as provided on both streets.
- c. Where a lot or tract is located at the intersection of two (2) or more streets, there shall be a front yard on each street side of said lot or tract. No accessory building shall project beyond the front yard line on either street.

2. Side Yard: There shall be a side yard on each side of every building or structure and said side yard shall not be less than fifteen feet (15').

3. Rear Yard: Except as hereinafter provided in the Additional Height, Area and Use Regulations of this Ordinance, there shall be a rear yard having a depth of not less than thirty feet (30').

Section 7. Residential Design Manufactured Homes:

1. A Residential Design Manufactured Home is a dwelling unit substantially assembled in an off-site manufacturing facility for installation or assembly

at a dwelling site, bearing a label certifying that it was built in compliance with National Manufactured Home Construction and Safety Standards promulgated by the U.S. Department of Housing and Urban Development.

2. In addition to the HUD Construction and Safety Standards any manufactured home installed in an "A- L" Agricultural District will meet the following requirements:
 - (a) The manufactured home will have a minimum of 1040 sq. ft. of enclosed and heated living area.
 - (b) The manufactured home will have a minimum width of 22 feet.
 - (c) The roof will be covered with a residential type roof covering, i.e., asphalt, wood, or fiberglass shingles or any material that is commonly used in standard residential construction. The roof will have a minimum vertical rise of three feet (3') for each twelve feet (12') of horizontal run.
 - (d) All manufactured homes in an "A-L" zone shall have a roof eave and overhang with a projection of at least six inches (6").
 - (e) Exterior siding will consist of vinyl or metal horizontal lap siding, hardboard, wood, masonry, or siding that is comparable in composition, appearance, and durability to the exterior siding commonly used in standard residential construction.
 - (f) The manufactured house must be installed in accordance with the recommended Installation procedures of the manufacturer and the standards set by the National Conference of States on Building Codes and Standards, and standards published in "Manufactured Home Installations, 1987" (NCS/BCS) (as approved by ANSI A225.1 April 26, 1989) with a continuous, permanent reinforced concrete foundation system, unpierced except for required ventilation and access shall be installed under the perimeter of the manufactured home. The home must be anchored to the foundation system as required by the Uniform Building Code, Chapter 18, upon the final placing of the home, no part of the undercarriage will be exposed to view from the outside. No crawl space access shall be on the side facing any street.
 - (g) Stairs, porches, entrance platforms, ramps and other means of entrance and exit to and from the home shall be installed or constructed in accordance with acceptable residential type construction. Portable porches, portable stoops, portable steps and portable decks will not be approved.

- (h) The moving hitch, wheels and axles and transporting lights must be removed prior to the occupancy of the home.
- (i) All utilities will be connected to the home in accordance with the codes that are in effect.

ARTICLE VI
RESIDENTIAL ZONING DISTRICTS

Section 1. "R-1" Single Family Dwelling District

A. Intent and Purpose of Districts: The "R-1", Single-Family District is

established for the purpose of low density single-family dwelling control and to allow certain public facilities and certain special uses. It is intended that no uses be permitted in this district that will devalue property used for residential purposes or interfere with health, safety, order or general welfare for persons residing in the district. Regulations are intended to control density of population and to provide adequate open space around buildings and structures in the district to accomplish these purposes.

B. In District "R-1" no building or land shall be used and no building or structure shall be erected, altered or enlarged which is arranged or designed for other than one of the uses listed.

C. Use Regulations:

1. Single-family dwelling units
2. Residential design manufactured homes as defined in Article V, Section 7 of the Ordinance
3. Churches and similar places of worship and parish homes
4. Golf courses, except miniature golf courses and driving tees operated for commercial purposes
5. Public parks, playgrounds, recreational areas, and community buildings owned and operated by a public agency
6. Public schools and parochial or private schools with an equivalent curriculum
7. Public libraries
8. Institutions of higher learning, including dormitory accommodations when located on the same tract of land as the educational buildings
9. Customary accessory uses and structures located on the same lot or parcel of land with the principal use includes, tennis courts, open air or enclosed swimming pools, private garages, garden houses, but does not include use unrelated to the principal use of any activity

commonly conducted for gain, except as provided in other sections of this Ordinance

10. Temporary structures incidental to construction work, but only for the period of such work. Camper trailers, or basements may not be occupied for residential purposes during construction
11. The renting of not to exceed two (2) sleeping rooms with a total occupancy of not to exceed three (3) persons for whom board may be furnished, but with the prohibition of separate culinary accommodations for such tenants
12. Off-street parking and loading as required by Article XVII
13. Accessory and temporary uses and home occupations as permitted by Article XX
14. Signs as permitted by Article XVI
15. **The following uses may be allowed by Special Use Permit ~~permit~~ when submitted, reviewed and approved by the Board of Zoning Appeals**
 - a. Any public building erected on land used by any department of the City, County, State or Federal Government
 - b. Communication towers. (meeting the requirements of Article XX, Section 1, #11 of this code)
 - c. Telephone exchanges, electric substations and regulator stations, or other public utilities
 - d. Home occupations

D. Intensity of Use Regulation: Every lot shall have an area of not less than eight thousand square feet (8,000') and an average width of not less than sixty feet (60'), except that if a single lot of record as of the effective date of this Ordinance, as defined in the definitions section of this Ordinance, has less area or width than herein required and its boundary lines along their entire length touched lands under other ownership on the effective date of this Ordinance and have not since been changed, such lot may be used for a single-family dwelling if the structure conforms with other yard and height requirements in this district.

Exception: The lot may be less than an average 60 feet width if it abuts a lot with a smaller width and is congruent with the neighborhood.

E. Height Regulations: No building shall exceed thirty-five feet (35') in height. A request to exceed the thirty-five feet (35') limit may be submitted for an exception to the Board of Zoning Appeals.

F. Lot Coverage: The maximum lot coverage of impervious surfaces shall not exceed ~~fifty~~ ~~sixty~~ (60) percent ~~(50%)~~ of the lot. Not more than one single family dwelling may be placed on a lot.

G. Yard Regulations:

1. Front yard

a. There shall be a front yard having a depth of not less than ~~Twenty-five~~ (25') ~~Thirty feet~~ (30') measured at right angles from the front lot line to the nearest point of the front of the building, except as provided in other sections of this ordinance or required for arterial and collector streets.

a. There shall be a front yard having a depth of not less than Twenty percent (20%) of the average lot depth, measured at right angles from the front lot line to the nearest point of the front of the building, except as provided in other sections of this ordinance or required for arterial and collector streets.

b. Cornices, canopies, cantilever roofs, eaves, bay windows, balconies or similar features may overhang into a required setback up to (3) feet.

c. Porches, stoop overhangs, ~~carports~~, cornices and bay windows may project into a Front Yard setback a maximum of ~~eight~~ (8) ~~(5)~~ feet IF the main living unit is setback at least ~~twenty-five~~ (25) ~~Thirty~~ (30) feet from the lot line.

e. Carports may be placed over a concrete driveway in a front yard, provided they are open on all sides and anchored correctly, and in no case closer than eight (8) feet back from the curb, but remain fully inside property lines.

e. Where a lot is located at the intersection of two (2) or more streets there shall be a ~~twenty-five~~ (25) foot ~~thirty-foot~~ (30') front yard and a side yard of twenty feet (20').

f. Corner lots shall have a sight triangle within which no planting, landscaping or building shall occur that will impair motor vehicle driver's vision. The sight triangle is defined in Article III, Section 2-62.

2 Side yard

a. There shall be a side yard having a width of not less than six feet (6') on each side of the principal structure measured at right angles from the nearest point on the side lot line of the lot to the nearest point of the wall or projection of the structure (whichever is closest), establishing a setback line parallel to the side lot line which extends between the front and rear setbacks

b. Wherever a lot of record as of the effective date of this Ordinance has a lot width of fifty feet (50') or less, the side yard on each side of the principal structure may be not less than five feet (5').

c. Whenever a side yard abuts an alley or easement the side yard shall be not less than eight (8) feet. Alleys or easements shall not be included in the setback.

d. ~~Whenever a side yard abuts a ten-foot (10') easement or alley containing only a water line, the side yard from the centerline of the easement to the foundation wall shall not be less than eight feet (8') and no architectural projections shall be less than six feet (6') from the centerline of the easement.~~

3. **Rear yard**

a. There shall be a rear yard of not less than thirty feet (30') measured at right angles from the nearest point on the rear lot line to the nearest point of the structure or if an alley or easement abuts the rear lot line the thirty feet (30') may be from the center of the alley or easement providing the alley or easement is no wider than twenty feet (20').

a. There shall be a rear yard of not less than twenty-five percent (25%) of the lot depth, measured at right angles from the nearest point on the rear lot line to the nearest point of the structure or if an alley abuts the rear lot line ten feet (10') may be added to the lot depth.

- The above setbacks are for most residential lots within the City of Liberal. Some setbacks may vary from the standard, and each will be reviewed accordingly by the Building Inspector or his or her designee. The decision of the Building Inspector or his or her designee as to the approval of setbacks that vary from the standard is final.

- No structure may be built in, on or over an easement, including, any architectural features listed above.

ARTICLE VI (A)

Section 2. "R-2" Two-Family Dwelling District

A. Intent and purpose of District: The "R-2" Two-Family Dwelling District is intended for the purpose of allowing a slightly higher density than in District "R-1" yet retaining the residential qualities. This district allows duplex uses, single-family homes, certain community facilities and certain special uses.

B. District Regulations: In District "R-2", no building or land shall be used and no building structure shall be erected, altered or enlarged unless it is arranged, intended or designed for one of the uses listed in Section C below.

C. Use Regulations

1. Any use permitted in Districts "R-1"

~~a. Residential Design Manufactured homes placed on a permanent foundation that meets the requirements of Article 5, Section 7 of this Ordinance.~~

2. Two-Family Dwellings

~~3. Public and parochial, elementary, junior high, high schools or private schools with equivalent curriculum.~~

3. The following uses may be allowed/permitted by special use permit

1. Special uses allowed in R-1 ~~Home Occupations~~
2. Day Care Homes
3. Group Day Care Homes
4. Pre-Schools

D. Intensity of Use Regulations: Except as herein provided all dwellings hereafter erected, enlarged, relocated or constructed shall be located on lots containing the following area :

- a. A lot on which there is erected a single family dwelling shall contain an area of not less than five thousand square feet (5,000 sq. ft.) per family

- b. A lot on which there is erected a two-family dwelling shall contain an area of not less than three thousand square feet (3,000 sq. ft.) per family.
- c. Where a single lot of record as of the effective date of this Ordinance has a width of less than fifty feet (50 ft.) or less the side yard on each side of a building may be reduced to a width of not less than four feet (4 feet)

Each lot will have an average width of not less than fifty feet (50'), except that if a single lot of record as of the effective date of this Ordinance, as defined in the definitions section of this Ordinance, has less area or width than herein required and its boundary lines along their entire length touched lands under other ownership on the effective date of this Ordinance and have not since been changed, such lot may be used for a single-family dwelling if the structure conforms with other yard and height requirements in this district.

Exception: The lot may be less than an average 50 feet width if it abuts a lot with a smaller width and is congruent with the neighborhood.

E. Height Regulations: No building shall exceed thirty-five feet (35 ft.) in height, except as otherwise provided in the Ordinance.

F. Lot Coverage: The maximum lot coverage of impervious surfaces shall not exceed **fifty percent (50%)** of the lot.

G. Yard Requirements

1. Front Yard:

a. There shall be a front yard of not less than twenty-five feet (20') ~~(25 ft.)~~ measured at right angles from the front lot line to the nearest point of the front wall of the building, except as provided in other sections of this ordinance or required for arterial and collector streets.

a. There shall be a front yard having a depth of not less than Eighteen percent (18%) of the average lot depth, measured at right angles from the front lot line to the nearest point of the front of the building, except as provided in other sections of this ordinance or required for arterial and collector streets.

- b. Cornices, canopies, cantilever roofs, eaves, bay windows, balconies or similar features may overhang into a required setback up to (3) feet.
- c. Porches, stoop overhangs, ~~carports~~, cornices and bay windows may project into a Front Yard setback a maximum of eight (8) (5) feet IF the main living unit is setback at least Twenty (20) five-(25) feet from the lot line.
- d. Carports may be placed over a concrete driveway in a front yard, provided they are open on all sides and anchored correctly, and in no case closer than eight (8) feet back from the curb, but remain fully inside property lines.
- e. Where lots have a double frontage, the required front yard shall be provided on both streets.
- f. Where a lot is located at an intersection of two (2) or more streets, there shall be a front yard of no less than twenty (20) feet -five feet (25 ft.) and a side yard of twenty feet (20 ft.) or more.
- g. Corner lots shall have a sight triangle within which no planting, ~~of trees, building of fences or~~ landscaping or building that will cause sight interference for motor vehicle drivers. The sight triangle is defined in Article III, Section 2-62. (See Attachment # 1.)

2. Side Yard:

- a. Except as provided in other sections of this Ordinance, there shall be a side yard of not less than five feet (5 ft.) in which no building may be located, measured at right angles from the nearest point on the side lot line of the lot to the nearest point of the wall or projection of the structure (whichever is closest), establishing a setback line parallel to the side lot line which extends between the front and rear setbacks.
- b. Whenever a side yard abuts an alley or easement the side yard shall be not less than eight (8) feet. Alleys or easements shall not be included in the setback.
- ~~c. —Wherever a side yard abuts an alley the principal structure must have a side yard of no less than eight feet (8 ft.) from the alley.~~
- ~~d. —Whenever a side yard abuts a ten foot (10 ft.) easement or alley containing only a fire hydrant/water feeder line, the side yard, from the center of the easement to the footing of the structure shall not be less than eight feet (8 ft.)~~

~~and no architectural projection shall be less than six feet (6 ft.) from the center of the easement. No variances shall be granted.~~

3. Rear Yard:

Except as provided in other sections of this Ordinance, there shall be a rear yard having a depth of not less than twenty-~~five~~ feet (20') ~~(25 ft.)~~ measured at right angles from the nearest point on the rear lot line to the nearest point of the structure, or if an alley or easement abuts the rear lot line the twenty five feet (25') may be from the center of the alley or easement providing the alley or easement is no wider than twenty feet (20').

a. There shall be a rear yard of not less than twenty percent (20%) of the lot depth, measured at right angles from the nearest point on the rear lot line to the nearest point of the structure or if an alley abuts the rear lot line ten feet (10') may be added to the lot depth.

- The above setbacks are for most residential lots within the City of Liberal. Some setbacks may vary from the standard, and each will be reviewed accordingly by the Building Inspector or his or her designee. The decision of the Building Inspector or his or her designee as to the approval of setbacks that vary from the standard is final.
- No structure may be built in, on or over an easement, including, any architectural features listed above.

ARTICLE VI (B)

Section 3. "R-3" Multiple Family Dwelling District

A. Intent and Purpose: The "R-3" Multiple Family Dwelling District is intended for the purpose of allowing high residential density land use with compatible single and two family dwellings, apartments, certain home occupations, certain community facilities and certain special uses, yet retain the basic residential qualities.

B. District Regulations: In district "R-3", no building shall be used and no building or structure shall be erected, altered or enlarged which is arranged, intended or designed for other than one of the uses listed in Section C below.

C. Use Regulations:

1. Any use allowed in R-1 or R-2
2. Multiple Family Dwellings
3. Boarding and lodging homes
- ~~4. Golf courses, except miniature golf courses and driving tees operated for commercial purposes~~
- ~~5. Institution of higher learning, including dormitory accommodations~~
- ~~6. Public open spaces including parks, play grounds and recreational area owned and operated by a public agency~~
- ~~7. Public and parochial elementary, middle and high schools or private schools with equivalent curriculum~~
8. Hospitals, but not animal or mental hospitals
9. Non-profit institutions of education, philanthropic or eleemosynary nature, except penal or mental institutions
10. Nursing homes and homes for the aged
11. Customary accessory uses and structures located on the same lot or group of lots with the principal use, including tennis courts, open air swimming pools, private garages, garden houses, barbecue ovens and fireplaces but does not include uses unrelated to the principal use or any activity commonly conducted for gain except as provided in other sections of this Ordinance

12. Temporary structures incidental to construction work but only for the period of such construction. Basements and cellars will not be occupied until the building is complete

13. The following may be allowed by Special Use Permit when submitted, reviewed and approved by the Board of Zoning Appeals

a. Any special use allowed in R-1 or R-2

~~b. Any public building erected on land used by any department of the City, County, State or Federal Government~~

c. Cemetery or crematory

~~d. Telephone exchanges, electric substations and regulator stations, or other public utilities~~

e. Public and private parking on lots adjacent, contiguous or across the alley from a "C-1", "C-2", or "C-3" district

~~f. Home Occupations~~

~~g. Day Care Homes~~

~~h. Group Day Care Homes~~

~~i. Pre-schools~~

j. Child or adult day care centers

D. Intensity of Use Regulations: Except as hereinafter provided, all dwellings hereafter erected, enlarged, relocated or reconstructed shall be located upon lots containing the following areas:

1. A lot on which there is erected a single-family dwelling shall contain an area of not less than five thousand square feet (5,000 sq. ft.).
2. A lot on which there is erected a two-family dwelling shall contain an area of not less than three thousand square feet (3,000 sq. ft.) per family.
3. A lot on which there is erected a multiple-family dwelling shall contain an area of two thousand square feet (2,000 sq. ft.) per family unit.
4. Dormitories, lodging housing, nursing homes, and boarding houses shall provide one thousand square feet (1,000 sq. ft.) of lot area for each occupant.
5. Where a single lot of record as of the effective date of this Ordinance has less than five thousand square feet (5,000 sq. ft.) and its boundary lines along their entire length touched land under other ownership on the effective date of this Ordinance and have not since been changed, such lot may be used only for single-family dwelling purposes, or for other

non-dwelling uses permitted in this district providing such structure does not occupy more than 40% of the lot area and providing the structure conforms with other yard and height requirements of this district.

Each lot will have an average width of not less than fifty feet (50'), except that if a single lot of record as of the effective date of this Ordinance, as defined in the definitions section of this Ordinance, has less area or width than herein required and its boundary lines along their entire length touched lands under other ownership on the effective date of this Ordinance and have not since been changed, such lot may be used for a single-family dwelling if the structure conforms with other yard and height requirements in this district.

Exception: The lot may be less than an average 50 feet width if it abuts a lot with a smaller width and is congruent with the neighborhood.

- E. Height Regulations:** No building shall exceed thirty-five feet (35') in height except as otherwise provided in other sections of this Ordinance.

F. Lot Coverage: The maximum lot coverage of impervious surfaces shall not exceed **fifty percent (50%)** of the lot.

G. Yard Requirements:

1. Front Yard:

a. There shall be a front yard having a depth of not less than ~~twenty-five~~ **fifteen feet (15')** ~~(25')~~ measured at right angles from the front lot line to the nearest point of the front wall of the building, except as provided in other sections of this Ordinance.

a. There shall be a front yard having a depth of not less than **Fifteen percent (15%)** of the average lot depth, measured at right angles from the front lot line to the nearest point of the front of the building, except as provided in other sections of this ordinance or required for arterial and collector streets.

- b. Cornices, canopies, cantilever roofs, eaves, bay windows, balconies or similar features may overhang into a required setback up to (3) feet.
- c. Porches, stoop overhangs, ~~carports~~, cornices and bay windows may project into a Front Yard setback a maximum of ~~eight (8) (5)~~ feet IF the main living unit is setback at least Twenty (20) ~~five (25)~~ feet from the lot line.
- d. Carports may be placed over a concrete driveway in a front yard, provided they are open on all sides and anchored correctly, and in no case closer than eight (8) feet back from the curb, but remain fully inside property lines.
- e. Where a lot is located at the intersection of two (2) or more streets, there shall be a front yard of twenty (20) ~~five~~ feet ~~(25')~~ and a side yard of twenty feet (20') on corner lots (lots abutting two (2) or more streets), the front yard shall be determined by the Zoning Administrator.
- f. Corner lots shall have a vision triangle within which no planting, landscaping or building shall occur that will cause sight restrictions for vehicle drivers. The sight triangle is defined in Article III, Section 2-62. (See Attachment # 1).

2. Side Yard:

- a. Except as provided in other sections of this Ordinance, there shall be a side yard having a width of not less than five feet (5') on each side yard of a building, measured at right angles from the nearest point on the side lot line of the lot to the nearest point of the wall or projection of the structure (whichever is closest), establishing a setback line parallel to the side lot line which extends between the front and rear setbacks thirty-five feet (35') or less in height, and there shall be a side yard having a width of not less than eight feet (8') on each side of a building in excess of thirty-five feet (35').
- b. Whenever a lot of record as of the effective date of this Ordinance has a width of fifty feet (50') or less, the side yard on each side of a building may be reduced to a width of not less than three feet (3') providing the height of the building does not exceed thirty-five feet (35').
 - e. Whenever a side yard abuts an alley or easement the side yard shall be not less than eight (8) feet. Alleys or easements shall not be included in the setback.
- c. ~~Whenever a side yard abuts an alley the side yard shall not be less than eight feet (8') from the alley line.~~

~~d. Whenever a side yard abuts a ten-foot (10') easement with only a fire hydrant water feeder line, the side yard from the center of the easement shall not be less than eight feet (8') horizontally to the footing of the structure and no architectural projection shall be less than six feet (6') from the centerline of the easement.~~

3. **Rear Yard:** Except as provided in other sections of this Ordinance there shall be a rear yard with a depth of no less than twenty-five feet (20') (25') measured at right angles from the nearest point on the rear lot line to the nearest point of the structure or if an alley or easement abuts the rear lot line the twenty (20) five feet (25') may be from the center of the alley or easement providing the alley or easement is no wider than twenty feet (20').

a. There shall be a rear yard of not less than twenty percent (20%) of the lot depth, measured at right angles from the nearest point on the rear lot line to the nearest point of the structure or if an alley abuts the rear lot line ten feet (10') may be added to the lot depth.

- The above setbacks are for most residential lots within the City of Liberal. Some setbacks may vary from the standard, and each will be reviewed accordingly by the Building Inspector or his or her designee. The decision of the Building Inspector or his or her designee as to the approval of the Building Inspector or his or her designee as to the approval of setbacks that vary from the standard is final.
- No structure may be built in, on or over an easement, including, any architectural features listed above.

ARTICLE VI (C)

Section 4. "PUD" Planned Unit Development District

A. Intent and Purpose of District: To further the public health, safety, and welfare in an urbanizing area developing housing of all types and designs, commercial, industrial and recreational, but must be in harmony and compatible with the different uses in the district and surrounding area.

B. District Regulations: In district "PUD", no building shall be used and no structure shall be erected, altered or enlarged which is arranged, intended or designed for other than one of the uses listed in Section D.

C. Definitions: For the purpose of this Ordinance, certain words and terms used shall be defined as follows:

1. Common Open Space

- a. A parcel or parcels of land or an area of water or combination of land and water within the site designated for a Planned Unit Development,

designed and intended for the use of residents and owners of the Planned Unit Development.

2. **Development Plan:** A development plan is the total site plan drawn in conformance with the requirements of this Ordinance.

- a. Preliminary Development Plan: A plan prepared at a scale not smaller than one inch equals one hundred feet (1"=100'), showing areas of different density, the internal relationships between land uses and open space, the relationship of the proposed development to adjacent land, the street system, off-street parking and the proposed development phases.
- b. Final Development Plan: A plan proposed at a scale not smaller than one inch equals one hundred feet (1"=100'). The final development plan shall contain all the requirements of the preliminary plan, plus additional information that is outlined in this Article. The final development plan shall meet Planning Commission & City Commission approval before development may commence.
- c. Development Schedule: A development schedule is a comprehensive statement showing the type and extent of development to be completed, the order in which the development will be completed, and the time limit for each portion of the development. A development schedule shall contain an exact description of the improvements to be developed at the end of each specified time period.
- d. Planned Unit Development is an area of land developed as a simple entity, or in approved stages in conformity with a final development plan by a developer or group of developers acting jointly which is planned to provide a use or a variety of residential and other compatible uses with common open space.

D. Use Regulations:

1. All residential uses as defined in other sections of this Ordinance.
2. General Non-Residential Uses: Non-residential uses of a religious, public, or semi-public, cultural,

recreational, commercial or industrial character. Non-residential uses shall be compatible with adjacent land uses and shall be in compliance with the comprehensive plan.

E. General Requirements:

1. A Planned Unit Development shall not be less than one (1) acre size.
2. An applicant for a "PUD" zoning district must satisfy the Planning Commission that they have the ability to carry out the proposed plan and shall prepare and submit a schedule for the improvements and construction. The proposed improvements and construction must begin within eighteen (18) months after the development plan is approved by the Governing Body of the City of Liberal.
3. The applicant for a "PUD" zoning district shall submit a preliminary development plan showing the following:
 - a. The location and size of the site.
 - b. The density of land use to be allocated to parts of the site to be developed.
 - c. The location of any common open space and the agency proposed to own and maintain the common open space.
 - d. The proposed covenants, grants of all easements or other restrictions proposed to be imposed upon the use of the land, buildings and structures within the development.
 - e. Location of vehicle parking, access drives, and streets, alleys, and other public ways.
4. In addition to the preliminary development plan, a plat of the land meeting all the requirements of the Subdivision Regulations of the City of Liberal shall be filed and recorded in the Register of Deeds.
5. The preliminary plan shall include a development schedule containing the following information:
 - a. The date and order of construction of each phase including all common open space and complimentary building and improvements.

F. Public Hearings and Preliminary Development Plan Submitted:

1. A public hearing conforming with the amendments section of this Ordinance must be conducted prior to the approval of a preliminary plan.

2. The fee for a preliminary plan is \$100.00 plus \$2.00 per lot and shall be paid at the time the preliminary plan is submitted.

G. Final Development Plan

1. The final development plan shall be submitted to the secretary of the Planning Commission a minimum of thirty (30) days prior to the regularly scheduled Planning Commission meeting.
2. The final development plan shall include drawings, specifications, covenants, easements, and conditions as set forth in the approval of the preliminary development plan.
3. The final plan may be for all or any part of the approved preliminary plan.

H. Standards for Development: All Planned Unit Development Districts shall

conform to the following minimum standards.

1. All common open space as well as public and recreational facilities shall be included in the development schedule and be constructed and completed by the developer at the same rate as the completion of residential structures.
2. If the developer elects to administer common open space through an association or non-profit corporation, said organization shall conform to the following requirements.
 - a. The agreement will be established with the non-profit corporation or other organization prior to the sale of any lots.
 - b. If the association or organization shall at any time fail to maintain the open space, the City will serve a written notice that the property is not being maintained in a reasonable manner. The written notice shall include a description of the deficiencies. If the deficiencies are not corrected within fifteen (15) days, the City will have the right to enter the property and correct deficiencies as required to bring the property into compliance with the agreement and the City Environmental Code, and all costs incurred by the City for maintenance of the property will be assessed equally against all lots in the Planned Unit Development and shall become a tax lien on said properties.

I. **Building Arrangement:** The size and location of all structures as shown on the final development plan will not be changed without approval of the Planning Commission. There is no minimum lot size, no maximum percentage or lot coverage, and no minimum lot width except as may be determined by the Planning Commission during review of the development plan. All single-family dwellings shall have access to a public street, court, walkway, or other area dedicated for the use of the occupants within the Final Development Plan or the public. No addition or alteration may be made to any structure within the development unless reviewed and approved by the Planning Commission.

ARTICLE VI (D)

Section 4. "MH" Manufactured Home District

- A. Intent and Purpose of District:** It is intended that this district be established to permit manufactured homes on approved permanent foundations where a lot or a group of lots are owned by the manufactured home owner.
- B. District Regulations:** In District "M-H", no building shall be used and no building or structure shall be erected, altered or enlarged, which is intended for other than one of the uses listed in Section C of this Ordinance.
- C. Use Regulations:**
1. Manufactured homes on permanent foundations bearing a label certifying that it was built in compliance with National Manufactured Home Construction and Safety Standards promulgated by the U. S. Department of Housing and Urban Development. Mobile homes or Manufactured Homes built prior to December 31, 1976 do not qualify.
 2. Community recreation areas and buildings.

3. Schools: Public or parochial elementary, middle schools, high schools, and private with a recognized equivalent curriculum.
4. Churches and similar places of worship and parish homes.
5. Accessory uses customarily incidental to the principal use.
6. The following uses may be allowed by special use permit when submitted, reviewed and approved by the Board of Zoning Appeals.
 - a. Home Occupations
 - b. Day Care Homes

D. Intensity of Use Regulations:

1. A tract of land for a manufactured home district shall not be less than five (5) acres in area.
2. A manufactured home in a manufactured home district may be located on a lot with no less than 5,000 square feet.
3. A manufactured home and accessory uses shall not cover more than forty (40) percent of the lot.
4. No manufactured home shall exceed thirty-five (35) feet in height.
5. No accessory building shall exceed the height of the principal structure in any manufactured home district.

E. Yard Regulations:

1. Front Yard

- a. There shall be a front yard having a depth of no less than twenty-five (25) feet, except as required in other sections of this ordinance.
- b. Where lots have double frontage, the required front yard shall be on both streets.

2. Side Yard

- a. There shall be a side yard of no less than five (5) feet except, on corner lots the side yard shall be a minimum of twenty (20) feet.

3. Rear Yard:

- a. There shall be a rear yard having a depth of no less than twenty (20) feet.

ARTICLE VI (E)
"M-P" MANUFACTURED HOME PARK DISTRICT

Section 1. Intent and Purpose of District: It is the intent of the "M-P" Manufactured Home Park District to permit low-density manufactured home uses in a park-like atmosphere.

Section 2. District Regulations: In District "M-P", no building shall be used and no building shall be erected, altered or enlarged, which is arranged, intended, or designed for other than independent manufactured homes, or independent trailer house coaches, and customarily accessory service buildings.

Section 3. Definitions:

1. **Independent Manufactured Home:** A manufactured home means a factory built structure or structures more than eight feet (8') in width and more than thirty-six feet (36') in length equipped with the necessary service connections for required utilities, having the plumbing, heating, and electrical systems contained therein and made so as to be readily movable as a dwelling unit or units without a permanent foundation.

The phrase without a permanent foundation indicates that the support system is constructed with the intent that the manufactured

home placed thereon may be moved from time to time at the convenience of the owner.

2. **Licensee:** Any person licensed to operate and maintain a manufactured home park under the provisions of this Ordinance.
3. **Manufactured Home Space:** A plot of ground within a manufactured home park designed for the accommodation of one (1) manufactured home.
4. **Natural or Artificial Barrier:** Any river, pond, canal, railroad, levee, embankment, or major street.
5. **Permittee:** Any person to whom a permit is issued to maintain or operate a manufactured home park under the provisions of this Ordinance.
6. **Person:** Any individual, firm, trust, partnership, association or corporation.
7. **Street:** Any recognized thoroughfare in the City.

Section 4. Use Regulations:

1. Manufactured Homes.
2. The following uses may be allowed by special use permit when submitted, reviewed, and approved by the Board of Zoning Appeals.
 - a. Home Occupations
 - b. Day Care Homes

Section 5. General Requirements:

1. The tract to be used for a manufactured home park shall not be less than five (5) acres.
2. It shall be unlawful for any person to construct, alter or extend any manufactured home park within the limits of the City unless permitted by zoning regulations, and he holds a valid permit issued by the City of Liberal in the name of such person for the specific construction, alteration, or extension proposed.
3. No permit to construct, alter or expand a Manufactured Home Park shall be issued by the Building Official if the construction, alteration or expansion of the Manufactured Home Park does not comply with the final

site plan approved by the Planning Commission as outlined in Section 5, 4d.

4. The application process for a Manufactured Home Park rezoning is as follows:

a. The applicant shall file with the Secretary of the Planning Commission a rezoning application on forms provided by the Secretary of the Planning Commission.

b. In addition to the rezoning application, the applicant shall also submit to the Planning Commission a preliminary site plan which shall contain the following information:

(1) The area and dimensions of the tract of land;

(2) The number, location and size of all manufactured home lots;

(3) The location and width of roadways and walkways;

(4) The location of water and sewer lines and riser pipes;

(5) Plans and specifications of the water supply and refuse and sewage disposal facilities;

(6) Plans and specifications of all buildings constructed or to be constructed within the manufactured home park;

(7) The location and details of lighting and electrical systems;

(8) Landscaping, screening and recreation area;

(9) The location of each manufactured home stand; and

(10) Drainage report.

A preliminary plat is not required for manufactured home rezoning.

c. The Planning Commission shall review the preliminary site plan at the rezoning hearing and submit comments to the developer.

d. If the rezoning is approved by the Planning Commission and the Liberal City Commission, the applicant will be instructed to submit a final site plan and a final plat. The final plat will be prepared in accordance with the Liberal City Subdivision Regulations and will be filed with the Register of Deeds. The final plat shall show public easements, right-of-ways and

other public property dedications. The final site plan will be approved by the Planning Commission and the City Commission and placed on file with the Building Official.

- e. Construction permits shall be issued by the Building Official in accordance with the approved final plat and site plan.
 - f. Any amendments to the final site plan shall be submitted to the Planning Commission and City Commission before the Building Official issues a construction permit.
 - g. All preliminary plans for a Manufactured Home Park shall be accompanied by a payment of a fee of \$100.00 plus \$2.00 per manufactured home lot space.
 - h. All applications for construction permits shall be accompanied by the Payment of a fee of two dollars (\$2.00) per manufactured home space. Applications shall be on forms provided by the City.
5. The Manufactured Home Park shall conform to the following requirements:
- a. The park shall be located on a well-drained site, properly graded to insure rapid drainage and freedom from stagnant pools of water.
 - b. Manufactured Home Parks shall have a maximum density of eight (8) manufactured homes per gross acre and minimum space of thirty-two hundred square feet (3,200 sq. ft.) for each manufactured home.
 - c. Each manufactured home space shall be at least thirty- five feet (35') wide and clearly defined.
 - d. Manufactured homes shall be so located on each space that there shall be at least twenty feet (20') of clearance between manufactured homes; provided that with respect to manufactured homes parked end-to-end, the end-to-end clearance may be less than twenty feet (20'), but shall not be less than fifteen feet (15'). No manufactured home shall be located closer than twenty-five feet (25') from any building within the park or from any property line bounding the park.
 - e. All manufactured home spaces shall front upon a private roadway of not less than thirty-five feet (35') in width, which shall have unobstructed access to a public street, alley, or highway.
 - f. Sidewalks shall be constructed per City specifications set forth in Article 2, Chapter 13, Code of the City of Liberal, Kansas, 2000.

g. All roadways and walkways within the manufactured home park shall be hard surfaced and curbed and guttered.

h. Laundry facilities for the exclusive use of the manufactured home occupants may be provided in a service building.

i. At least one (1) electrical outlet supplying at least one hundred ten (110) volts shall be provided for each manufactured home space.

j. Off-roadway parking shall be provided at the rate of two (2) spaces for each manufactured home space.

k. A recreational area shall be provided at a central location in the Manufactured Home Park at the rate of two hundred square feet (200 sq. ft.) for each trailer space.

l. A solid six-foot (6') fence or wall or a ten foot (10') landscaped buffer shall be provided around the entire boundary of the Manufactured Home Park District. The owner shall be responsible for all maintenance of the fence or wall and the landscaped buffer area.

Section 6. Water Supply: An adequate supply of pure water for drinking and domestic purposes shall be supplied by pipes to all buildings and manufactured home spaces within the park. Each manufactured home space shall be provided with a cold-water tap at least four inches (4") above the ground. An adequate supply of hot water shall be provided at all times in the service buildings for all washing and laundry facilities.

Section 7. Service Buildings:

1. Service buildings, housing sanitation and laundry facilities or any of such facilities, shall be permanent structures complying with all applicable codes, ordinances and statutes regulating buildings, electrical installations, and plumbing and sanitation systems.
2. All service buildings and the grounds of the park shall be maintained in a clean, sightly condition and kept free of any debris that will be a menace to the health of any occupant or the public or constitute a nuisance.

Section 8. Sewage Disposal: Each manufactured home space shall be provided with a sewer at least four inches (4") in diameter, which shall be connected to receive the waste from the shower, bathtub, flush toilet, lavatory,

and kitchen sink of the manufactured home located in such space and having any or all of such facilities. The trapped sewer in each space shall be connected to discharge the manufactured home waste into a public sewer system.

Section 9. Garbage Receptacles: Each manufactured home park shall be provided with trash receptacles meeting the approval of the City of Liberal.

Section 10. Trash Burning Prohibited: The burning of trash and rubbish is prohibited in a "M-P" Manufactured Home Park District.

Section 11. Tie Down Requirements: Every manufactured home locating in a manufactured home park in the City of Liberal shall adhere to the tie down requirements as outlined in KSA 75- 1228, et. seg. as amended.

Section 12. Register of Occupants:

1. It shall be the duty of each licensee and permittee to keep a register containing a record of all manufactured home owners and occupants listed within the park. The register shall contain the following information:
 - a. The name and address of each manufactured homeowner or tenant occupying a manufactured home.
 - b. The name and address of the owner of each manufactured home.
 - c. The make, model, year and license number of each manufactured home.
 - d. The state, territory or country issuing such licenses.
 - e. The date of arrival and departure of each manufactured home.
2. The manufactured home park owners, manager or caretaker shall keep the register available for inspection at all times by law enforcement officers, health officials and other officials whose duties necessitate acquisition of the information contained in the register.
3. The register record for each occupant registered shall not be destroyed for a period of three (3) years following the date of departure of registrant from the park.

Section 13. Supervision: The licensee or permittee, or a duly authorized attendant or caretaker, shall be in charge at all times to keep the manufactured home park and its facilities and equipment, in a clean, orderly and sanitary condition. The attendant or caretaker shall be answerable, with the licensee or

permittee, for the violation of any provision of the regulations in the Manufactured Home Park District.

Section 14. Inspection: Rules and regulations relating to the inspection of manufactured home parks shall be as follows:

1. The Building Official is hereby authorized and directed to inspect the manufactured home units and parks not less than annually to determine satisfactory compliance with this Article.
2. The Building Official shall have the power to enter at reasonable times upon any private or public property for the purpose of inspecting and investigating conditions relating to the enforcement of this Article.
3. The Building Official shall have the power to inspect the register containing a record of all residents of the manufactured home park.
4. It shall be the duty of the park management to give the Building Official free access to all lots at reasonable times for the purpose of inspection.
5. It shall be the duty of every occupant of a manufactured home park to give the owner thereof or his agent or employee access to any part of such repairs or alterations as are necessary to effect compliance with this Article.
6. Whenever, upon inspection of any manufactured home park, the Building Official finds that conditions or practices exist which are in violation of any provision of this Article, the Building Official shall give notice in writing in accordance with Section 15 to the person to whom the license was issued that unless such conditions or practices are corrected within a reasonable period of time specified in the notice by the Building Official, the license shall be suspended. At the end of such period, the Building Official shall reinspect such manufactured home park and if such conditions or practices have not been corrected, he shall suspend the license and give notice in writing of such suspension to the person to whom the license is issued. Upon receipt of notice of such suspension, such person shall cease operation of such manufactured home park except as provided in Section 15 of this Article.

Section 15. License and License Fee:

1. It shall be unlawful for any person to maintain or operate a manufactured home park unless he holds a valid license issued annually by the City in the name of the person for the specific manufactured home park. All applications for licenses shall be made to the City Clerk, who shall issue a

license upon compliance by the applicant with provisions of this Article. No license issued hereunder shall be transferable.

2. Applications and Fees:

- a. Applications for original license shall be in writing, signed by the applicant, accompanied by an affidavit of applicant as to the truth of the application and by payment of a fee of five dollars (\$5.00) per space, not to exceed \$50.00, and shall contain:
 - (1) The name and address of the applicant.
 - (2) The location and legal description of the manufactured home park.
 - (3) An affidavit showing the number of manufactured homes within the park.
 - b. Applications for renewals of licenses shall be made in writing by the holders of the license, shall be accompanied by payment of a fee of two and one-half dollars (\$2.50) per lot and shall contain any change in the information submitted since the original license was issued or the latest renewal granted.
 - c. All license fees shall be for the calendar year, shall not be prorated and shall expire on December 31st of each year.
3. Any person whose application for a license under this Article that has been denied may request and shall be granted a hearing on the matter before the City Commission under the procedure provided by Section 16 of this Article.
 4. Every person holding a license shall give notice in writing to the City Clerk within twenty-four (24) hours after having sold, transferred, given away, or otherwise disposed of interest in or control of any manufactured home park.

Section 16. Notices, Hearings and Orders: The issuance of notices, hearings, and orders for violations of any of the provisions of this Article shall be made in the following manner:

1. Whenever the Building Official determines that there are reasonable grounds to believe that there has been a violation of any provision of this Article, the Building Official shall give notice of such alleged violation to the person to whom the permit or license was issued as hereinafter provided:
 - a. Be in writing.
 - b. Include a statement of the reasons for its issuance.
 - c. Allow a reasonable time for the performance of any act it requires.

- d. Be served upon the owner, or his agent, as the case may require.

Provided, that such notice or order shall be deemed to have been properly served by any method authorized or required by the laws of this state.

- e. Contain an outline of remedial action, which, if taken, will effect compliance with the provisions of this Article.

2. The owner, or tenant, affected by any notice which has been issued in connection with the enforcement of any provision of this Article may request and shall be granted a hearing on the matter before the City Commission; provided, that such person shall file in the office of the City Clerk a written petition requesting such hearing and setting forth a brief statement of the grounds therefore within ten (10) days after the notice was served. The filing of the request for a hearing shall operate as a stay of the notice and of the suspension, except in the case of an order issued under Subsection 4. Upon receipt of such petition, the City Commission shall set a time and place for such hearing and shall give the petitioner written notice thereof. At such hearing the petitioner shall be given an opportunity to be heard and to show why such notice should be modified or withdrawn.
3. After such hearing, the City Commission shall make findings as to compliance with the provisions of this Article and shall issue an order in writing sustaining, modifying or withdrawing the notice, which shall be served. Upon failure to comply with any notice of the Building Official or any order of the City Commission, sustaining or modifying a notice, the license or permit of the manufactured home park affected by the notice or order shall be revoked and the construction or operation of the manufactured home park shall be terminated on the terms and conditions then specified by the Building Official or City Commission, as the case may be.
4. Whenever the Building Official finds that an emergency exists which requires immediate action to protect the public health, he may, without notice or hearing, issue an order reciting the existence of such an emergency and requiring that such action be taken as he may deem necessary to meet the emergency, including the suspension of the permit or license. Notwithstanding any other provision of this Article, such order shall be effective immediately. Any person to whom such an order is directed shall comply therewith immediately, but may petition in the manner provided for in Subsection 2 and 3 of this section.

Section 17. Unused Manufactured Home Park: Whenever a property zoned "M-P" ceases to be used for such purposes for a period of one (1) year, the

Planning Commission shall initiate action and hold a public hearing to rezone said property back to its former zoning district.

Section 18. Signs: Only one (1) sign per entrance shall be permitted at a manufactured home park. Said sign shall display no more than the name of the manufactured home park and shall be unilluminated. Said sign shall not exceed forty- eight square feet (48 sq. ft.) in area.

ARTICLE VII TRAVEL TRAILER PARK (TT-P)

Section 1. District Regulations: In District "TT-P", no land shall be used for purposes other than a travel trailer park, and no building shall be altered, enlarged or erected, except those intended or designed for use as travel trailers, pick-up coaches, motor homes, camping trailers, and accessory service buildings and facilities for such use.

Section 2. Definitions: For the purpose of this Article, the following definitions shall apply:

1. **Dependent Trailer:** A trailer, which is dependent upon a service building for toilet and lavatory facilities.
2. **Independent Trailer:** A trailer containing a water-flushed toilet, lavatory and/or kitchen sink connected to water storage and sewage holding tank, within the trailer.
3. **Natural or Artificial Barrier:** Any river, pond, canal, railroad, levee, embankment, fence or hedge.
4. **Permittee:** Any person to whom a permit is issued to operate or maintain a travel trailer park under the provisions of this Ordinance.
5. **Trailer:** Any of the following:

- a. **Travel Trailer:** A vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel, recreational, and vacation uses, and when equipped for the road, having a width not to exceed eight feet (8') and body length not to exceed thirty-six feet (36').
- b. **Pick-up Coach:** A structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel.
- c. **Motor Home:** A portable, temporary dwelling to be used for travel and constructed as an integral part of a self-propelled vehicle.
- d. **Camping Trailer:** A canvas, folding structure, mounted on wheels and designed for travel.
- e. **Travel Trailer Park:** A parcel of land containing not less than three (3) acres,
in which five (5) or more spaces are occupied or intended for occupancy by
trailers for transient dwelling purposes.
- f. **Travel Trailer Space:** A parcel of land in a Travel Trailer Park for the placement of a single trailer and the exclusive use of its occupants.

Section 3. General Requirements:

- 1. The applicant for a Travel Trailer Park must satisfy the Planning Commission that he is financially able to carry out the proposed plan. He shall prepare and submit a schedule for construction, which shall provide for commencement of construction within a period of one (1) year following the approval of the Planning Commission and which shall be completed within a period of two (2) years.
- 2. The applicant for a Travel Trailer Park shall prepare or cause to be prepared, a development plan and shall present three (3) copies of said plan for review by the Planning Commission. This plot plan shall conform with the following requirements:
 - a. The Travel Trailer Park shall be located on a well-drained site that is not subject to objectionable noise, smoke, odors, or other objectionable influences. Exposed ground surfaces shall be paved, covered with stone or other solid materials capable of preventing and eliminating dust.

- b. Travel Trailer Parks shall have a maximum density of twenty-five (25) trailer spaces per acre. A minimum of five hundred square feet (500 sq. ft.) shall be provided for each trailer space.
- c. The horizontal distance between adjacent trailers shall be not less than ten feet (10').
- d. Interior vehicular roads shall have minimum driving widths as follows:
 - (1) One way, parking prohibited.....11 feet
 - (2) One way, parking on one (1) side only.....18 feet
 - (3) Two way, parking prohibited.....24 feet
 - (4) Two way, parking on one (1) side only.....27 feet
 - (5) Two way, parking on both sides..... 34 feet
- e. All roadways and walkways within the travel trailer park shall be paved, covered with stone or other hard surface material. Roadways shall be adequately lit.
- f. The travel trailer park shall contain at least one (1) easily accessible recreation area which shall be no less than two hundred square feet (200 sq. ft.) for each trailer space in the park or two point three percent (2.3%) of the total gross park area, whichever is greater.
- g. The travel trailer park shall contain not less than five thousand five hundred square feet (5,500 sq. ft.) of additional parking space for accessory vehicles that will be used by occupants of travel trailer spaces. This parking area shall be separated from any travel trailer spaces by not less than fifteen feet (15') of buffer area.
- h. A fence, wall, or hedge and a ten foot (10') landscaped buffer area, or both, may be required by the Planning Commission to be placed between the travel trailer park and any adjoining land zoned "R-1", "R-2", "R-3", and "M- H". The height of such fence, hedge, or wall shall be no less than three feet (3') or no greater than six feet (6').

- i. Travel trailer spaces shall be rented by the day or week only, and the occupant of a travel trailer space shall remain at the same travel trailer park no more than one hundred twenty (120) days.

Section 4. Service Buildings: A central service building containing the necessary toilet and other plumbing fixtures specified shall be provided in travel trailer park areas which provide travel trailer spaces for dependent trailers. Service buildings shall be conveniently located within a radius of three hundred feet (300') of the travel trailer spaces provided.

<u>NUMBER OF SPACES</u>	<u>TOILETS</u>		<u>URINALS</u>	
	<u>MEN</u>	<u>WOMEN</u>	<u>MEN</u>	
1 - 15	1	1	1	
16 - 30	1	2	1	
31 - 45	2	2	1	
46 - 60	2	3	2	
61 - 80	3	4	2	
81 - 100	3	4	2	

<u>NUMBER OF SPACES</u>	<u>LAVATORIES</u>		<u>SHOWERS</u>		<u>SERVICE SINK</u>
	<u>MEN</u>	<u>WOMEN</u>	<u>MEN</u>	<u>WOMEN</u>	
1 - 15	1	1	1	1	1
16 - 30	2	2	1	1	1
31 - 45	3	3	1	1	1
46 - 60	3	3	1	1	1
61 - 80	4	4	2	2	1
81 - 100	4	4	3	3	3

For travel trailer parks having more than one hundred (100) travel trailer spaces, there shall be provided:

(30) One (1) additional toilet and lavatory for each sex per each additional thirty
Travel trailer spaces;

trailer One (1) additional shower for each sex per each additional forty (40) travel
spaces; and,

travel One (1) additional men's urinal per each additional one hundred (100)
trailer spaces.

Section 5. Sewage Systems: Each travel trailer space shall be equipped with a trapped sewer at least four inches (4") in diameter for conveying and disposing of all sewage. Such system shall be designed, constructed, and maintained in accordance with State law and Sewer Codes of the City of Liberal.

1. **Sanitary Stations:** A sanitary disposal station shall be provided at the rate of one (1) station for every one hundred (100)-trailer spaces. The minimum sanitary disposal station shall have a trapped, four inch (4") sewer riser pipe, shall be connected to the travel trailer park sewage system, shall be surrounded at the inlet by a concrete apron sloped to the drain, and shall be provided with a suitable hinged cover and a water outlet to permit periodic wash down of the immediate adjacent areas. Such stations shall be screened from other activities by visual barriers such as fences, walls, or natural growth and shall be separated from any trailer space by a distance of not less than fifty feet (50'). All sewage systems of pipes, riser, vents and other plumbing fixtures shall be constructed and maintained in accordance with the City of Liberal Plumbing Codes.

Section 6. Electrical Distribution: Electrical wiring shall be installed in accordance with applicable City of Liberal Electrical Codes. Main power lines not located underground shall be suspended at least eighteen feet (18') above the ground. There shall be a minimum of eight feet (8') of vertical clearance between any trailer and the overhead wiring.

Section 7. Refuse Disposal: The storage, collection, and disposal of refuse in the travel trailer park shall be connected so as to create no health pollution. All refuse shall be stored in fly tight, watertight, rodent-proof containers which shall be located not more than one hundred fifty feet (150') from any trailer space. Containers shall be provided in sufficient number and capacity to store all refuse properly. Refuse collection stands shall be designed so as to prevent containers from being tipped, to minimize spillage and container deterioration and to facilitate cleaning around them. All refuse shall be collected at least twice weekly.

Section 8. Register of Occupants: It shall be the duty of each permittee to keep a register containing a record of all trailer owners and occupants located within the park. The register shall contain the following information:

1. The name and address of each trailer owner or tenant.
2. The name and address of each owner of a motor vehicle.
3. The date of arrival and departure of each trailer.
4. The license tag number of each vehicle.

Section 9. Permit Application and Fees:

1. The annual permit fee for each travel trailer park shall be one dollar (\$1.00) per trailer space within the park or fifty dollars (\$50.00), whichever is greater.
2. A travel trailer park permit is not transferable.
3. Expiration date of the travel trailer park permit shall be December 31st of each year.
4. Application for original permits shall be submitted containing the following items:
 - a. The name and address of the applicant.
 - b. The location and legal description of the travel trailer park site.
 - c. The name and address of the manager of the travel trailer park.
 - d. The number of travel trailer spaces the park will accommodate.
 - e. A plan showing location of all travel trailer spaces, buildings, roadways, recreational areas, off-street parking areas, electric outlets, sewer outlets, water outlets, water mains, sewer mains, and other improvements and facilities constructed in the travel trailer park. The plan shall be drawn at a scale of one-inch equals one hundred feet or larger (1" = 100 ft.).
5. Upon receipt of the completed application, plans, and filing fees, an appropriate official from the City of Liberal shall check the application for compliance with this Article and other applicable codes. If the application is found to be in compliance with this Article and other codes, and if the site is found to be in conformance with sanitary regulations, a permit shall be issued for a travel trailer park.

Section 10. Inspection Required: Upon the issuance of the permit for a travel trailer park or at any time, the City shall have the authority to have the park inspected by the appropriate officer(s) of the City, and if it shall be found that the holder of said permit has made any false or misleading statements in his application for permit, or that said holder of said permit has violated any provisions of this Article, the Governing Body shall have the power to revoke said permit.

Section 11. Revocation and Suspension: If the City shall determine, upon proper inspection, that the sanitary condition of the travel trailer park endangers

the occupants of said park or the surrounding community, or that said sanitary facilities have become inadequate to properly protect the occupants of the travel trailer park, the City Governing Body shall have the power to require the holder of the permit, within twenty (20) days, to set said travel trailer park in proper sanitary condition. If upon notice from the City, the owner or manager of said travel trailer park shall fail or refuse to place said park in proper sanitary condition, the Governing Body shall have the right to revoke said permit.

Section 12. Unused Travel Trailer Park: Whenever a property zoned "TT-P" ceases to be used for such purposes for a period of one (1) year, the Planning commission shall initiate action and hold a public hearing to rezone said property back to its former, or compatible, zoning district.

ARTICLE VIII

"C-O" COMMERCIAL OFFICE BUILDING DISTRICT

Section 1. Intent and Purpose of District: The "C-O" Commercial Office Building District is intended for the purpose of office buildings to be used only for the administrative functions of companies, corporations, social or philanthropic organizations or societies and other offices as outlined in Section 3. The use intended will utilize areas within and outside other commercial zones.

Section 2. District Regulation: In District "C-O" no building, structure, land or premises shall be used, and no building or structure shall be hereafter erected, constructed, moved or altered, except for the use outlined in Section 3.

Section 3. Use Regulations:

1. Abstractors.
2. Accountants.
3. Advertising.
4. Architects.
5. Bars and Clubs.
6. Brokers.
7. Communication towers. (meeting the requirements of Article XX, Section 1, #11 of this code)
7. Dentists.
8. Employment Agencies.
9. Engineers.
10. Government Offices.
11. Labor Organizations.
12. Lawyers.
13. Microbreweries, micro distilleries and wineries.

14. Physicians, Osteopaths, Chiropractors, Optometrists, Psychologists.
15. Real Estate and Insurance.
16. Restaurants (including the sale of alcohol for consumption).
17. Telephone Answering Service.
18. Travel Agency.
19. Radio and Television Studios.
20. Similar Office Related Uses.

Section 4. Exceptions: None.

Section 5. Intensity of Use Regulations: In District "C-O" the height of buildings, the minimum dimensions of lots and yards and the minimum lot area per family permitted on any lot shall be as indicated in other sections of this article.

Section 6. Height Regulations: No building or structure shall exceed thirty feet (30') in height.

Section 7. Yard Regulations:

1. **Front Yards:** A front yard of not less than twenty- five feet (25') shall be provided.
2. **Side Yards:** There shall be a side yard on each side of a building of ten feet (10') when a residential district abuts the building. No less than fifteen feet (15') shall be provided on the street side of a corner lot.
3. **Rear Yards:** The depth of the rear yard shall be at least twenty-five feet (25').

Section 8. Screening Regulations: The Planning Commission may require a six-foot (6') high solid wood fence adjacent to a residential district.

ARTICLE IX
“C-1”, NEIGHBORHOOD SHOPPING DISTRICT

Section 1. Intent and Purpose of District: It is the intent of the "C-1" Neighborhood Shopping District to permit retail sale of convenience goods and services.

Section 2. District Regulations: In District "C-1", no building shall be used and no building or structure shall be erected, altered, or enlarged, which is arranged, intended or designed for other than one of the uses listed in Section 3 below.

Section 3. Use Regulations:

1. Any use allowed in a C-O.
2. Apartments on floors other than the ground floor.
3. Banks and other savings and lending institutions.
4. Barber shops.
5. Beauty shops.
6. Boarding and lodging houses (above ground floor).
7. Candy and ice cream stores (except drive-ins).
8. Churches.
9. Cleaning and laundry pick-up stations.
10. Custom dressmaking, furrier, millinery, tailor shops, (employing less than five (5) persons).
11. Drug stores and proprietor stores with not over two thousand five Hundred square feet (2,500 sq. ft.) of selling area.
12. Electric and telephone substations.

13. Fix-it shops (radios, television, and small appliances).
14. Flower and gift shops.
15. Food stores (grocery, meat, and delicatessen).
16. Hardware stores.
16. Hotels and Motels.
17. Laundry (self-service).
18. Key shops.
19. Medical, dental, and health clinics (for people only).
- ~~19. Messenger and telegraph stations.~~
- ~~20. Motels.~~
21. Newsstands.
22. Nonprofit religious, educational and philanthropic institutions, but no penal or mental institutions.
23. Office - business, professional and public.
24. Parks, playgrounds, and community buildings.
25. Parking lots (customer and private).
26. Photographers.
27. Private clubs, fraternities, sororities and lodges.
- ~~28. Restaurants and tea rooms (except drive-ins).~~
28. Service stations.
29. Shoe repair and shoeshine shops.
30. The following uses may be allowed by special use permit when submitted, reviewed and approved by the Board of Zoning Appeals:
 - a. Children's amusement parks.
 - b. Drive-in theaters.
 - c. Miniature golf courses.
 - d. Pre-Schools.
 - e. Child Care Centers.

Section 4. Intensity of Use Regulations: Area occupied by buildings in this district shall not exceed forty percent (40%) of the ground area on which the building is located.

Section 5. Height Regulations: No building shall exceed forty feet (40') in height.

Section 6. Yard Regulations:

1. Front Yard:

- a. There shall be a front yard having a depth of not less than twenty-five feet (25') except as required for arterial and collector streets. (See Additional Height, Area and Use Regulations).

- b. Where a lot or lots have double frontage, the required front yard shall be provided on both streets.
 - c. Where a lot is located at the intersection to two (2) or more streets, there shall be a front yard on each street side of the lot.
 - d. No accessory building shall project beyond the front yard line on either street.
- 2. **Side Yard:** There shall be a side yard on each side of a building and said side yard shall not be less than five feet (5').
 - 3. **Rear Yard:** Except as otherwise provided in the Additional Height, Area and Use Regulations of this Ordinance, there shall be a rear yard for buildings in this district and said rear yard shall have a depth of not less than twenty-five feet (25').

ARTICLE X

“C-2” GENERAL COMMERCIAL DISTRICT

Section 1. Intent and Purpose of District: The "C-2" General Commercial District is intended for the purpose of allowing basic retail, service, and office uses in addition to those normally permitted in neighborhood centers. This district is also intended to provide locations for commercial activity that does not require a central location downtown, but does require a location easily accessible to the downtown shoppers. Business uses needing large floor areas, particularly those of a service nature and not compatible with Central Business District users, are included in this district.

Section 2. District Regulations: In District "C-2", no building shall be used and no building or structure shall be erected, altered, or enlarged, which is arranged, intended or designed for other than one of the uses listed in Section 3 below.

Section 3. Use Regulations:

- 1. Any use allowed in C-O or C-1.
- 2. Adding machine and other small business machine repair, sales and service shops.
- 3. Amusement places.
- ~~4. Apartments on floors other than the ground floor.~~
- 5. Animal hospitals, clinics and kennels, providing the establishment and runs are completely enclosed in a building.

6. Antique shops and stores, providing all merchandise is displayed and sold inside a building.
7. Apparel and accessory stores.
8. Armories.
9. Art and art supply stores.
10. Auditoriums and similar places of public assembly.
11. Automobile and mobile home sales and service.
12. Automobile paint and body shops, providing that such use is not noxious or offensive by reason of vibration or noise beyond the confines of the building.
13. Automobile parking lots and garages (public and private).
14. Automobile supply stores.
- ~~15. Banks and other savings and lending institutions.~~
- ~~16. Barber and beauty shops.~~
17. Bicycle shops.
18. Books and stationery stores.
19. Bowling alleys and recreational buildings.
20. Business and technical schools, schools for photography, music and dancing.
21. Car washing establishments.
22. Carpenter and Cabinet Shops employing ten (10) persons or less on site.
23. Churches and parish homes.
24. Cigar and tobacco stores.
25. Clothing and costume rental.
26. Commercial recreational uses.
27. Custom Dressmaking, Furrier, Millinery, Upholstery and Tailor Shops, employing ten (10) persons or less on site.
28. Delicatessens and catering establishments.
29. Department stores.
30. Drug stores and prescription shops.
31. Dry goods and notion stores.
32. Dry Cleaning and Laundry establishments employing ten (10) persons or less on site.
33. Electric repair shops (household appliances).
34. Farm Implement and Truck Sales and Service.
35. Field crops, nurseries, tree crops, and truck gardens.
36. Fire stations, police stations, and jails.
- ~~37. Fix-it shops (radio, television, and small appliances).~~
- ~~38. Florist and gift shops.~~
39. Furniture and home furnishing stores and warehouses.
40. Garages (public and private).
41. Golf courses (including miniature golf and driving tees).
42. Government administration buildings.
- ~~43. Grocery stores (including retail meat markets and produce stores).~~
- ~~44. Hardware stores and Lumberyards.~~

45. Hobby, stamp and coin shops.
- ~~46. Hotels and motels.~~
47. Household appliance stores.
48. Interior decorator's shops.
49. Jewelry and metal craft shops.
50. Leather goods and luggage stores.
51. Libraries and museums.
- ~~52. Lock and key shops.~~
52. Lumberyards.
53. Mail order catalog stores.
- ~~54. Medical, dental and health clinics.~~
55. Medical and orthopedic appliance stores.
56. Meeting halls and auditoriums.
- ~~57. Messenger or telegraph service stations.~~
58. Musical instrument sales and service shops.
59. Musical studios, radio and television stores.
60. Newspaper offices.
61. Newsstands.
- ~~62. Offices and office buildings.~~
63. Office supply and office equipment stores.
64. Optician and optometrist shops.
65. Package liquor stores.
66. Paint stores.
67. Parking lots and garages (commercial, ~~public and private~~).
- ~~68. Parks and recreational areas.~~
69. Pawn shops.
70. Pet shops.
71. Photographic equipment and supply stores.
- ~~72. Photographic studios.~~
73. Picture frame shops.
74. Plumbing shops employing ten (10) persons or less.
75. Post office and court buildings.
76. Printing and publishing houses (including newspapers).
77. Private clubs, fraternities, sororities, and lodges.
78. Public and parochial schools (elementary through high school).
79. Radio and television studios.
- ~~80. Restaurants and tea rooms (including drive-ins).~~
81. Service stations with underground gas storage.
82. Self-service laundries.
83. Sewing machine stores.
84. Sheet metal shops, employing ten (10) persons or less.
85. Shoe stores.
- ~~86. Shoe repair and shoeshine shops.~~
87. Sporting and athletic goods stores (including belt shops).
88. Tailor shops, employing ten (10) persons or less.
89. Theaters.

90. Tire repair shops.
91. Tinsmith shops, employing ten (10) persons or less.
92. Toy stores.
93. Travel bureaus.
94. Underground bulk storage for oil, gasoline and other petroleum products.
95. Undertaking establishments.
96. Used car lots.
97. Utility company offices.
98. Variety stores and shops.
99. Wallpaper stores and shops.
100. Watch repair shops.
101. Accessory uses customarily incident to the above uses.

Section 4. Intensity of Use Regulations: The following uses may be allowed by special use permit when submitted, reviewed and approved by the Board of Zoning Appeals.

1. Pre-Schools
2. Child Care Centers.
3. Taverns
4. Massage parlors

Section 5. Height Regulations: No building shall exceed forth-five feet (45') in height, except as provided in the Additional Height, Area and Use Regulations.

Section 6. Yard Regulations:

1. **Front Yard:** No front yard setback is required, except as required for arterial or collector streets. (See Additional Height, Area and Use Regulations).
2. **Side Yard:** No side yard shall be required, except where such side yard is adjacent to a dwelling district zone, in which case there shall be required five feet (5') of side yard on the side of the lot which abuts the residential district zone or except where a side yard is required for fire regulations.
3. **Rear Yard:** No rear yard shall be required, except where such rear yard is adjacent to an area zoned for dwelling purposes, in which case there shall be required fifteen feet (15') of rear yard.

ARTICLE XI

“C-3” CORE COMMERCIAL DISTRICT

Section 1. Intent and Purpose of District: The "C-3" Core Commercial District is intended for the purpose of grouping retail-merchandising activities into a concentrated area serving the general shopping needs of the trade area. Principal permitted uses include department stores, apparel stores, general retail sales and services, and similar uses appropriate for comparison shopping. The grouping is intended to strengthen the business level of the central business activity.

Section 2. District Regulations: In District "C-3", no building shall be used and no building or structure altered, enlarged or erected, which is arranged, intended or designed for other than one of the uses listed in Section 3 below:

Section 3. Use Regulations:

1. Any use allowed in C-O, C-1 or C-2
- ~~2. Adding machine and other small business machine repair, sales and service.~~
- ~~3. Amusement places.~~
4. Antique shops and stores, providing all merchandise is displayed and sold inside a building.
5. Apparel and accessory stores.
6. Appliance stores.
- ~~7. Art and art supply stores.~~

8. Artist studios.
- ~~9. Automobile accessory and supply stores.~~
10. Automobile sales and service.
- ~~11. Automobile parking lots and garages.~~
12. Bakery and pastry shops (retail only).
- ~~13. Banks and other savings and lending institutions.~~
14. ~~Barber shops, beauty shops, and~~ chiropody, massage or similar personal services.
- ~~15. Bicycle shops.~~
- ~~16. Books and stationery stores.~~
- ~~17. Bowling alleys and recreational buildings.~~
18. Catalog stores.
19. Cigar and tobacco stores.
20. Clothing stores.
- ~~21. Clothing and costume rental shops.~~
- ~~22. Commercial recreational uses.~~
- ~~23. Custom dressmaking, millinery, tailoring, and similar trades.~~
24. Delicatessens and catering establishments.
- ~~25. Department stores.~~
- ~~26. Drug Stores and prescription shops.~~
- ~~27. Dry goods and notion stores (including coin shops and fabric shops).~~
- ~~28. Dry cleaning and laundry establishments.~~
- ~~29. Electric appliance sales and repair shops.~~
- ~~30. Fire stations, police stations, and jails.~~
- ~~31. Fix-it shops (radio, television, and small household appliances).~~
- ~~32. Florist and gift shops.~~
- ~~33. Furniture and home furnishing stores.~~
- ~~34. Garage and automobile repair shops, but not including automobile body and fender work and automobile painting.~~
- ~~35. Government buildings.~~
- ~~36. Grocery, fruit, and vegetable stores (retail only).~~
- ~~37. Hardware stores.~~
38. Heating and air conditioning shops, providing all merchandise is located in a building.
- ~~39. Hobby, stamp, and coin shops.~~
- ~~40. Household appliance stores.~~
- ~~41. Interior decorator's shop.~~
- ~~42. Jewelry and metal craft stores and shops.~~
- ~~43. Leather goods and luggage stores.~~
- ~~44. Libraries and museums (public).~~
- ~~45. Lock and key shops.~~
- ~~46. Laundry and laundrettes.~~
- ~~47. Mail order catalog stores.~~
- ~~48. Medical, dental and health clinics.~~
- ~~49. Medical and orthopedic appliance stores.~~
- ~~50. Messenger and telegraph service stations.~~

- ~~51. Milk and milk products distribution stations.~~
- ~~52. Music instrument sales and repair shops.~~
- ~~53. Music stores and studios.~~
- ~~54. Newspaper offices.~~
- ~~55. Newsstands.~~
- ~~56. Offices and office buildings.~~
- ~~57. Office supply and office equipment sales and service stores.~~
- ~~58. Optician and optometrist shops.~~
- ~~59. Package liquor stores.~~
- 60. Paint and glass stores.
- ~~61. Parking lots and garages.~~
- ~~62. Parks and open spaces.~~
- ~~63. Pawn shops.~~
- ~~64. Pet shops.~~
- ~~65. Photographic equipment sales and supply stores.~~
- ~~66. Photographic studios.~~
- ~~67. Picture framing shops.~~
- ~~68. Plumbing shops, employing five (5) persons or less, providing all merchandise is located in a building.~~
- ~~69. Prescription shops.~~
- ~~70. Printing shops and printing supply stores.~~
- ~~71. Printing and publishing houses (including newspapers).~~
- 72. Public buildings.
- ~~73. Radio and television studios.~~
- 74. Railway, taxi and bus passenger stations.
- ~~75. Restaurants and tearooms.~~
- ~~76. Service stations with underground gas storage.~~
- ~~77. Self-service laundries.~~
- ~~78. Sewing machine shops and stores.~~
- ~~79. Shoe stores.~~
- ~~80. Shoe repair and shoeshine shops.~~
- ~~81. Sporting and athletic goods stores.~~
- 82. Stores and shops for the conduct of retail business similar to the uses listed in this section.
- 83. Tailor shops.
- 84. Television and radio sales and service establishments.
- ~~85. Toy stores.~~
- ~~86. Travel bureaus.~~
- ~~87. Used car lots.~~
- ~~88. Utility company offices.~~
- ~~89. Variety stores.~~
- ~~90. Wallpaper and paint stores.~~
- ~~91. Watch repair shops.~~
- 92. Accessory uses customarily incident to the above uses.
- 93. Any normally recognized commercial use, not prohibited elsewhere in code.

by Special Use Permit when submitted, reviewed and approved by the Board of Zoning Appeals:

1. Apartments and apartment buildings; Lodging House; Rooming House
2. Auditoriums and similar places of public assembly;
3. Business and technical schools;
4. Churches and similar places of worship;
5. Hotels and motels;
6. Meeting halls;
7. Taverns and clubs where malt beverages are sold; and
8. Massage Parlors.

Section 5. Height Regulations: No building shall exceed sixty feet (60') in height, except as otherwise provided in the Additional Height, Area, and Use Regulations of this Ordinance.

Section 6. Yard Regulations:

1. **Front Yard:** No front yard is required for any building in the "C-3" Central Business District.
2. **Side Yard:** No side yard is required for any building in the "C-3" Central Business District.
3. **Rear Yard:** No rear yard is required for any building in the "C-3" Central Business District.

ARTICLE XII

“I-P” INDUSTRIAL PARK DISTRICT

Section 1. Intent and Purpose of District: It is the intent of the "I-P" Industrial Park District to allow certain industrial land uses in a park-like atmosphere and to control the type of use, setback, loading and unloading. It is also intended that this zone be compatible with adjoining residential and commercial land uses.

Section 2. District Regulations: The regulations set forth in this Article or set forth elsewhere in this Ordinance, when referred to in this Article are the regulations for "I-P" Industrial Park District. No building or structure shall be erected, altered or enlarged, which is arranged, intended or designed for other than one of the uses listed in Section 4 below.

Section 3. General Requirements:

1. The tract for use as an Industrial Park District shall be not less than ten (10) acres in area.
2. An applicant for a change in zoning to "I-P" must satisfy the Planning Commission that he has the ability to carry out the proposed plan and shall prepare and submit a schedule for construction. The proposed construction shall begin within a period of two (2) years following approval by the Governing Body and forty percent (40%) of the total planned

construction shall be completed within a period of three (3) years following such approval.

3. Such applicant also shall prepare and submit a rezoning application and a preliminary development plan for review and approval by the Planning Commission, which shall include:
 - a. A topographic map showing contours at intervals of one foot (1').
 - b. A plot plan showing:
 - (1) Building locations on the tract to conform with the yard requirements in Section 7 below.
 - (2) Access from streets.
 - (3) Parking arrangements and number of spaces (all parking shall be off-street) to conform with Section 8 below.
 - (4) Interior drives and service areas.
 - (5) Landscaped buffer strips to conform with Section 7 below.
 - c. Location map showing the development and zoning of the adjacent property within two hundred feet (200'), including the location and the type of buildings and structures thereon.
 - d. The full legal description of the boundaries of the properties to be included in the area to be zoned "I-P" Industrial Park District.
 - e. A map showing the general arrangement of streets within an area of one thousand feet (1,000') from the boundaries of the area to be zoned "I- P" Industrial Park District.
 - f. A map showing location of proposed sewer, water and other utility lines.
 - g. A description of general character of the proposed buildings.
4. Upon approval of the preliminary development plan by the Planning Commission, the applicant shall prepare and submit a final development plan, which shall incorporate any changes or alterations requested. The

final development plan and the Planning Commission recommendation shall be forwarded to the Governing Body for review and final action.

Section 4. Use Regulations: The following uses may be permitted providing the entire operation is conducted within a building or an enclosed and landscaped yard. (See Section 8 for requirements for enclosures other than buildings.)

1. Animal hospitals or clinics, provided the establishment and runs are completely enclosed.
2. Bottling works.
3. Blacksmith shops.
4. Building materials, storage and sales.
5. Carpenter, cabinet, plumbing, and sheet metal shops.
6. Communication towers. (meeting the requirements of Article XX, Section 1, #11 of this code)
7. Contractor's office and equipment storage yard, providing the storage yard is completely enclosed with a six-foot (6') solid fence or wall.
8. Dry cleaning and laundry plants.
9. Feed and seed stores.
10. Frozen food lockers.
11. Greenhouses and nurseries.
12. Lumber yards.
13. Machinery sales and storage lots (including farm and garden machinery.)
14. Manufacturing or fabricating establishments which are not noxious or offensive by reason of vibration, noise, dust, fumes, gas, odor or smoke.
15. Motor vehicle and farm implement sales and storage.
16. Public utility and public service uses.
17. Radiator repair shops.
18. Truck and rail terminals.
19. Upholstering shops.
20. Warehouses or storage houses.
21. Wholesale houses.
22. Above ground flammable liquid storage tanks are permitted if all other requirements are met.

Section 5. Intensity of Use Regulations:

1. A building, structure or use allowed in this district may occupy all that portion of a lot except for the area required for off-street parking, off-street loading and unloading, and their access roads and as otherwise required in Sections 7 and 8 below.
2. In the case where the required off-street parking and/or loading and unloading will be provided within the building or structure, then the building

or structure may cover the entire lot, except as otherwise required in Section 7 below.

Section 6. Height Regulations:

1. When a building or structure is within one hundred fifty feet (150') of a residential district zone, said building or structure shall not exceed forty-five feet (45') in height.
2. When a building or structure is more than one hundred fifty feet (150') from a residential district zone, said building or structure shall not exceed seventy-five feet (75') in height.

Section 7. Yard Regulations:

1. **Front Yard:** A front yard of thirty feet (30') shall be required for uses permitted in this district, except as provided in the Additional Height, Area and Use Regulations of this Ordinance.
2. **Side Yard and Rear Yard:** No side yard or rear yard shall be required for uses in this district except where such use abuts a residential district zone, in which case there shall be required fifteen feet (15') of side and/or rear yard on the side of the lot and/or on the rear of the lot which abuts the residential district. Said fifteen feet (15') shall contain a fence or wall and a shrub border to screen residential zoned property from the proposed use. The wall and shrub border shall be adequately maintained by the property owner.

Section 8. Enclosures Other Than Buildings:

1. Where storage of equipment or supplies is provided outside of a building, a fence or wall and a landscaped hedge shall be provided along the front building lines to screen said storage area. Where a lot fronts on more than one street, the fence or wall and hedge shall be provided along all street frontages.
2. The fence or wall and hedge shall be adequately maintained by the property owner.

ARTICLE XIII

“I-1” LIGHT INDUSTRIAL DISTRICT

Section 1. Intent and Purpose of District: The "I-1" Light Industrial District is intended for the purpose of allowing certain industrial uses which **DO NOT**:

1. Require intensive land coverage.
2. Generate large volumes of vehicular traffic.
3. Create obnoxious sounds, glare, dust or odor.

Section 2. District Regulations: In District "I-1", no building or land shall be used and no building or structure shall be erected, altered or enlarged, which is arranged, intended or designed for other than one (1) of the uses listed in Section 3 below.

Section 3. Use Regulations:

1. Any use permitted in an I-P.
1. ~~Animal hospitals or clinics, providing the establishment and runs are completely enclosed.~~

2. Automobile paint and body shops, providing that such use is not noxious or offensive by reason of vibration or noise beyond the confines of the building.

~~3. Bottling works.~~

4. Billboards subject to requirements outlined in Article XVI, Sign Regulations.

~~5. Building materials sales (except for ready mix concrete and similar uses which emit dust, odor or smoke).~~

~~6. Carpenter, cabinet, plumbing or sheet metal shops.~~

~~7. Contractor's office and equipment storage yard, providing the storage yard is completely enclosed with a six-foot (6') solid fence or wall.~~

8. Dog kennels, providing the establishment and runs are completely enclosed.

~~9. Dry cleaning and/or laundry plants.~~

~~10. Frozen food lockers.~~

~~11. Greenhouses and nurseries, retail and wholesale.~~

12. Light manufacturing operations, providing that such use is not noxious or offensive by reason of vibration or noise beyond the confines of the building or emission of dust, fumes, gas, odor or smoke.

~~13. Machinery sales and storage lots.~~

14. Monument sales.

~~15. Motor vehicle and farm implement sales and storage.~~

~~16. Public utility and public service uses as follows:~~

~~—— a. Substations.~~

~~—— b. Railroads.~~

c. Telephone exchanges, microwave towers, radio towers, television towers, telephone transmission buildings, electric power plants.

17. Sign printing and manufacturing.

~~18. Truck and rail terminals.~~

19. Underground bulk storage for oil, gasoline, and other petroleum products.

~~20. Upholstery shops.~~

21. Warehouses.

~~22. Wholesale merchandise sales and storage.~~

~~23. Above ground flammable liquid storage tanks are permitted if all other requirements are met.~~

Section 4. Intensity of Use Regulations:

1. A building, structure or use allowed in this district may occupy all that portion of the lot except for that area required for off-street parking and off-street loading and unloading and their access roads and as otherwise required in Section 6.
2. In the case where the required off-street parking and/or loading and unloading will be provided within the building or structure, then the

structure may cover the entire lot except as otherwise required in Section 6 below.

Section 5. Height Regulations:

1. When a building or structure is within one hundred fifty feet (150') of a residential district zone, said building or structure shall not exceed forty-five feet (45') in height.
2. When a building or structure is more than one hundred fifty feet (150') from a residential district zone, said building or structure shall not exceed seventy-five feet (75') in height.

Section 6. Yard Regulations:

1. **Front Yard:** No front yard shall be required for uses permitted in this district except as required for arterial and collector streets. (See Additional Height, Area, and Use Regulations of this Ordinance).
2. **Side Yard:** No side yard shall be required for uses in this district, except where such use abuts a residential district zone, in which case there shall be required fifteen feet (15') of side yard of the lot which abuts the residential district.
3. **Rear Yard:** No rear yard shall be required in this district, except where such rear yard abuts a residential district zone, in which case there shall be required fifteen feet (15') of rear yard.

ARTICLE XIV
"I-2" HEAVY INDUSTRIAL DISTRICT

Section 1. Intent and Purpose of District: The "I-2" Heavy Industrial District is intended for the purpose of allowing basic or primary industries, which are generally not compatible with residential and/or commercial activity. Certain extremely obnoxious or hazardous uses will require special permission to locate in this district.

Section 2. District Regulations: In District "I-2", no building or land shall be used and no building or structure shall be erected, altered or enlarged, which is arranged, intended, or designed for other than one of the uses listed in Section 3 below.

Section 3. Use Regulations:

1. Any use permitted in I-P or I-1

~~1. Animal hospitals or clinics.~~

~~2. Automobile paint and body shops, providing that such use is not noxious or offensive by reason of vibration or noise beyond the confines of the building.~~

~~3. Billboards subject to requirements outlined in Article XVI, Sign Regulations.~~

- ~~4. Bottling works.~~
- ~~5. Blacksmith shops.~~
- ~~6. Building materials, storage and sales.~~
- ~~7. Carpenter, cabinet, plumbing and sheet metal shops.~~
- ~~8. Contractor's office and equipment storage yard.~~
- ~~9. Dog kennels.~~
- ~~10. Dry cleaning and laundry plants.~~
- ~~11. Feed and seed stores.~~
- ~~12. Frozen food lockers.~~
13. Grain Elevators.
- ~~14. Greenhouses and nurseries, retail and wholesale.~~
- ~~15. Lumber yards.~~
- ~~16. Machinery sales and storage lots.~~
- ~~17. Manufacturing or fabrication establishments, which are not noxious or offensive by reason of vibration, noise, dust, fumes, gas, odor, or smoke.~~
18. Motor vehicle and farm implement sales and storage.
- ~~20. Public utility and public service uses.~~
- ~~21. Radiator repair shops.~~
- ~~23. Truck and rail terminals.~~
- ~~24. Underground bulk storage for oil, gasoline, and other petroleum products.~~
- ~~25. Upholstering shops.~~
- ~~26. Warehouses or storage houses.~~
- ~~27. Wholesale houses.~~
28. The following uses of land may be allowed in this district by special use permit when submitted, reviewed, and approved by the Board of Zoning Appeals:

- a. Automobile wrecking yards, junk yards, and scrap processing yards, and one on site residential structure, subject however, to the restrictions in the Article on the Board of Zoning Appeals.
- b. Petroleum refining.
- c. Ready-mix concrete and asphalt mix plants.
- d. Manufacturing or storage of bulk, oil, gas and explosives.
- e. Other uses which may be noxious or offensive by reason of the emission of odor, dust, smoke, gas, noise or vibration.

Section 4. Intensity of Use Regulations:

1. A building, structure or use allowed in this district may occupy all that portion of the lot except for that area required for off-street parking and

off-street loading and unloading and their access roads and as otherwise required in Section 6.

2. In the case where the required off-street parking and/or loading and unloading will be provided within the building or structure, then the structure may cover the entire lot except as otherwise required in Section 6 below.

Section 5. Height Regulations:

1. When a building or structure is within one hundred fifty feet (150') of a residential district zone, said building or structure shall not exceed forty-five feet (45') in height.
2. When a building or structure is more than one hundred fifty feet (150') from a residential district zone, said building or structure shall not exceed one hundred fifty feet (150') in height, if not in conflict with airport approach zones.

Section 6. Yard Regulations:

1. **Front Yard:** No front yard shall be required for uses permitted in this district except as required for arterial and collector streets. (See Additional Height, Area, and Use Regulations of this Ordinance).
2. **Side Yard:** No side yard shall be required for uses in this district, except where such use abuts a residential district zone, in which case there shall be required fifteen feet (15') of side yard of the lot which abuts the residential district.
3. **Rear Yard:** No rear yard shall be required in this district, except where such rear yard abuts a residential district zone, in which case there shall be required fifteen feet (15') of rear yard.

ARTICLE XV
“I-2A” HEAVY INDUSTRIAL DISTRICT

Section 1. Intent and purpose of District: The "I-2A" Heavy Industrial District is intended to allow certain use which requires large land sited, generates large volumes of auto and truck traffic, and which may create noxious sounds, fumes, gas, dust, smoke, odor and visual clutter.

Section 2. District Regulations: In District "I-2A", no buildings or land shall be used and no building or structure shall be erected, altered or enlarged, which is arranged, intended, or designed for other than one of the uses listed in Section 3 below.

Section 3. Use Regulations:

1. Any use permitted in I-P, I-1 or I-2 ~~"I-2" Heavy Industrial.~~
2. Animal slaughtering and processing packing plants and any use incidental to their normal operation.
3. Wastewater Plant and uses incidental to its operation.
4. Sanitary Landfills that are licensed by the state.

5. The following uses of land may be allowed in this district by special use permit when submitted, reviewed, and approved by the Board of Zoning Appeals.

- a. Automobile wrecking yards, junkyards, scrap processing yards, and recycling yards and plants; subject to conditions and restrictions placed on the operation by the Board of zoning Appeals.
- b. Petroleum refining.
- c. Ready-mix concrete plants and asphalt mix plants.
- d. Manufacturing and storage of bulk, oil, gas and explosives.
- e. Other uses which may be noxious or offensive by reason of the emissions of odor, dust, smoke, gas, noise or vibration.

Section 4. Intensity of Use Regulations:

1. A building, structure or use allowed in this district may occupy all that portion of a lot except for the area required for off-street parking, off-street loading and unloading, and their access roads and as otherwise required in Section 6.
2. In the case where the required off-street parking and/or loading and unloading will be provided within the building or structure, then the building or structure may cover the entire lot except as otherwise required in Section 6 below.

Section 5. Height Regulations:

1. When a building or structure is within one hundred and fifty feet (150') of a residential district zone, said building or structure shall not exceed forty-five feet (45') in height.
2. When a building or structure is more than one hundred and fifty feet (150') from a residential zone, said building or structure shall not exceed one hundred and fifty feet (150') in height, if not in conflict with airport approach zones.

Section 6. Yard Regulations:

1. **Front yard:** No front yard shall be required for uses permitted in this district, except as required for arterial and collector streets. (see additional height, area, and use regulations of this ordinance).
2. **Side Yard:** No side yard shall be required for uses in this district, except where such use abuts a residential zone, in which case there shall be a

minimum of fifty feet (50') of side yard on the side of the lot which abuts the residential district.

3. **Rear Yard:** No rear yard shall be required in this district, except where such rear yard abuts a residential zone in which case there shall be a required fifty feet (50') of rear yard.

ARTICLE XVI SIGN REGULATIONS

1. **Intent and Purpose:** It is the intent and purpose of these sign regulations to qualify, supplement or define the allowable uses of the several types of signs allowed in the district regulations appearing elsewhere in this regulation.
2. **Applicability:** Any freestanding sign shall, by definition, be a structure. No land, personal property or structure shall be used for sign purposes except as specified herein. All signs legally existing at the time of passage of these regulations may remain in use under the conditions of legal nonconformance. Signs in legal nonconformance shall not be enlarged, moved, lighted, or reconstruct; however, the change of the advertising display shall not be restricted except as previously stated. No sign shall be erected, enlarged, constructed or otherwise installed without first obtaining a sign permit, and a sign permit shall be legally issued only when in compliance with this sign regulation. All signs shall be

constructed in such a manner and of such material that they shall be safe and substantial.

3. Submission Requirements: A complete application for a Sign Permit shall be submitted to the Building Inspector in a form established by the City, along with pictures or drawings showing the proposed signs. ~~a non-refundable fee that has been established by the City to defray the cost of processing the application. No application shall be processed until the application is complete and the required fee has been paid.~~

4. Review and Action: The Building Inspector shall review the sign permit application in detail for the purpose of determining whether the proposed sign complies with all the applicable sign regulations of this Article, if applicable. After the submission of the completed application for a Sign Permit, the Building Inspector shall either:

- A. Issue the Sign Permit, if the sign complies in every respect with the standards of this Article, if applicable; or
- B. Deny the Sign Permit if the sign fails in any way to comply with the standards of this Article. If denied, the Building Inspector shall specify all reasons for the denial.

5. Classification of Signs:

A. Functional Types:

- (1) Bulletin Board Sign: A sign that indicates the name of an institution or organization on whose premises it is located and which contains the name of the institution or organization, the name or names of persons connected with it, and announcement of persons, events or activities occurring at the institution. Such sign may also present a greeting or similar message.
- (2) Business Sign: A sign which directs attention to a business or profession conducted, or to products, services or entertainment sold or offered upon the premises where such sign is located, or to which it is affixed.
- (3) Identification Sign: A sign giving only the name and address of a structure, business, development or establishment. Such signs may be wholly or partly devoted to a readily recognized symbol.

- (4) Memorial Sign: A sign, monument or statue serving to help people remember some person or event.
- (5) Name Plate Sign: A sign giving the name and/or address of the owner or occupant of a structure or premises on which it is located and, where applicable, a professional status.
- (6) Temporary Portable Display Sign: Any movable display structure, capable of relocation, under its own power, or towed by a motor vehicle. The display message of the sign may be painted or non-painted and capable of being readily altered. Portable display signs may be with or without electrical illumination and power, and with or without wheels.
- (7) Temporary Sign: A display sign as listed below that is limited in time that such sign may remain in use either by the limitations of these regulations or the conditions of a sign permit.
 - (a) Real Estate Sign: A sign pertaining to the sale or lease of a lot or tract of land on which the sign is located, or to the sale or lease of one or more structures, or a portion thereof on which the sign is located.
 - (b) Development Project (Construction) Sign: A sign indicating the names of the architects, engineers, landscape architects, contractors and similar artisans involved in the design and construction of a structure, complex or project only during the construction period and only on the premises on which the construction is taking place.
 - (c) Political Campaign Signs: A sign relating to a candidate, political party, ballot issue or other issue to be voted upon in any public election.
- (8) Electronic Message Centers: Freestanding and wall signs are allowed by permit with the following restrictions:
 - (a) Freestanding and wall signs, which function as an electronic message centers shall not exceed a total display area as listed. Along US 54 and the 83 By Pass 150 square feet, Commercial and Industrial Districts 100 square feet, and signs that are used by schools or churches in Residential Districts 50 square feet. This

display area will be subtracted from the total display area allowed;

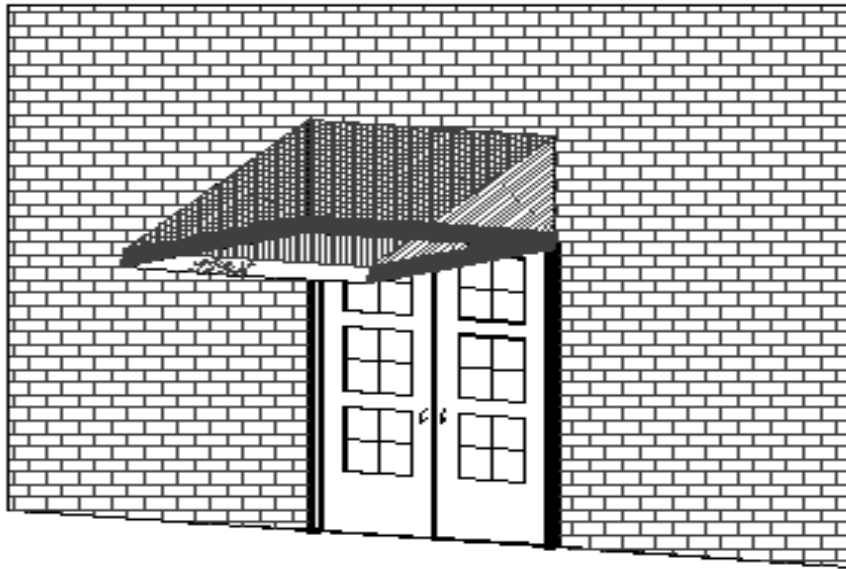
- (b) No electronic message center shall be erected without a light detector/photocell, or a scheduled dimming timer by which the sign's brightness shall be dimmed when the ambient light condition darkens. Electronic message center signs shall not display an illuminative brightness exceeding (400) NITs at any time between one-half (1/2) hour after sunset until one-half (1/2) hour before sunrise or five thousand (5,000) NITs between one-half (1/2) hour before sunrise until one-half (1/2) hour after sunset.
- (c) Electronic message centers are permitted to utilize the static display with "fade" or "dissolve" transitions and frame effect. Electronic message center may be changed at periodic intervals by said entry and exit effects provided that the minimum message time for a message shall be three (3) seconds. Transition time between frames shall not exceed two (2) seconds nor be less than a minimum of 0.3 seconds;
- (d) Electronic message centers shall be turned off no later than 10:00 PM if located within one hundred (100) feet of a residentially zoned district;

B. Structural Types:

- (1) Advertising Signs: (Billboards) A sign which directs the attention of the public to any goods, merchandise, property, business, service, entertainment or amusement conducted or produced which is bought or sold, furnished, offered or dealt in elsewhere than on the premises where such sign is located or to which it is affixed.
- (2) Awning, Canopy or Marquee Sign: A sign that is mounted on, painted on, or attached to, an awning, canopy or marquee. No such signs shall project above, below or beyond the awning, canopy or marquee.

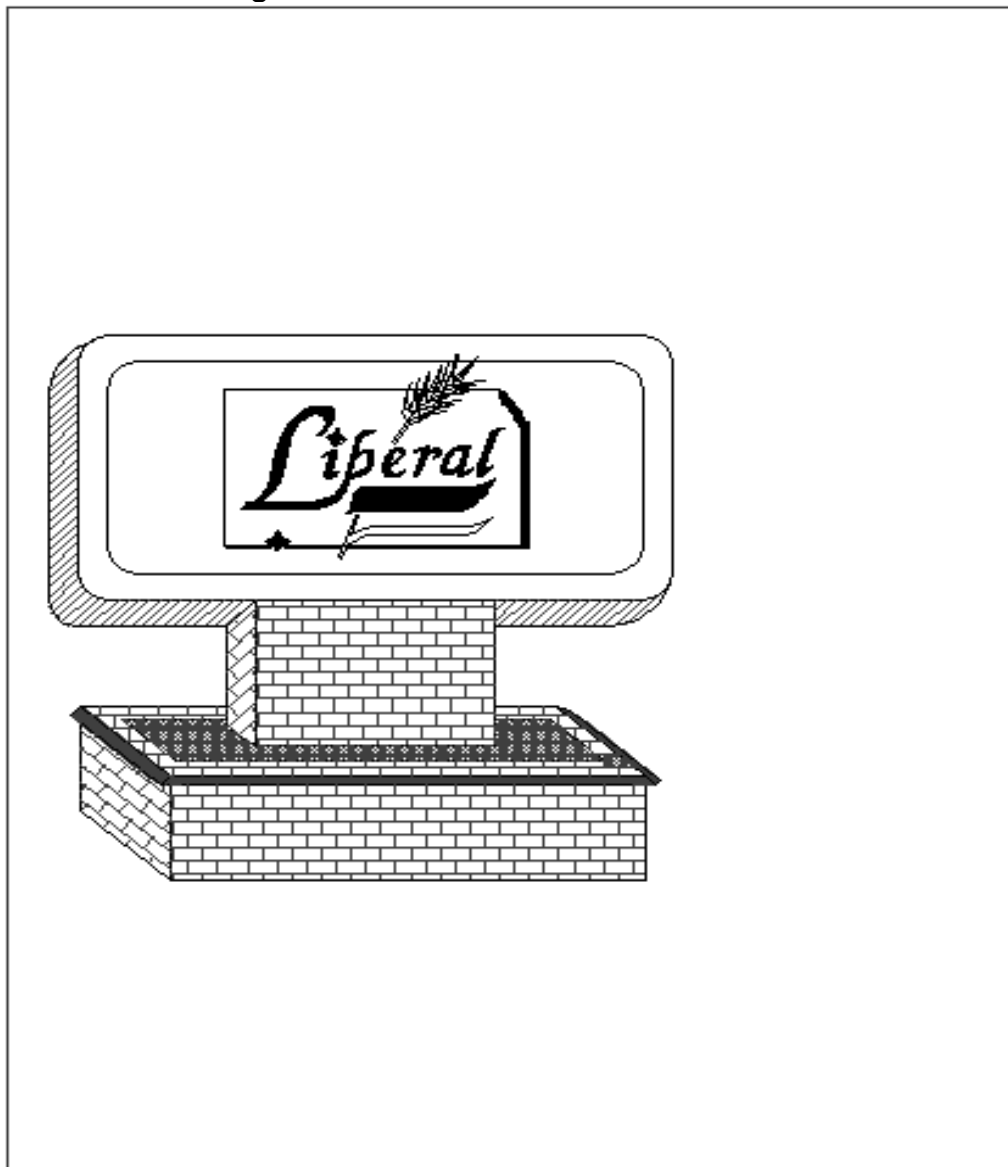
Figure 3

Canopy Sign



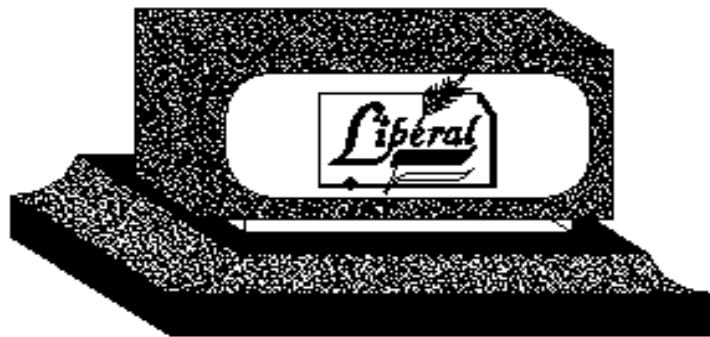
- (3) Ground Sign: Any sign placed upon, or supported by, the ground independent of the principal structure on the property, where the bottom edge of the sign is less than six feet above the ground, and the base is no less than 50 percent of the width of the face of the sign, presenting a monolithic structure.

Figure 4
Ground Sign



- (4) Monument Sign: Any sign whose base is greater in width than the face of the sign, and whose height is no greater than 6 feet.

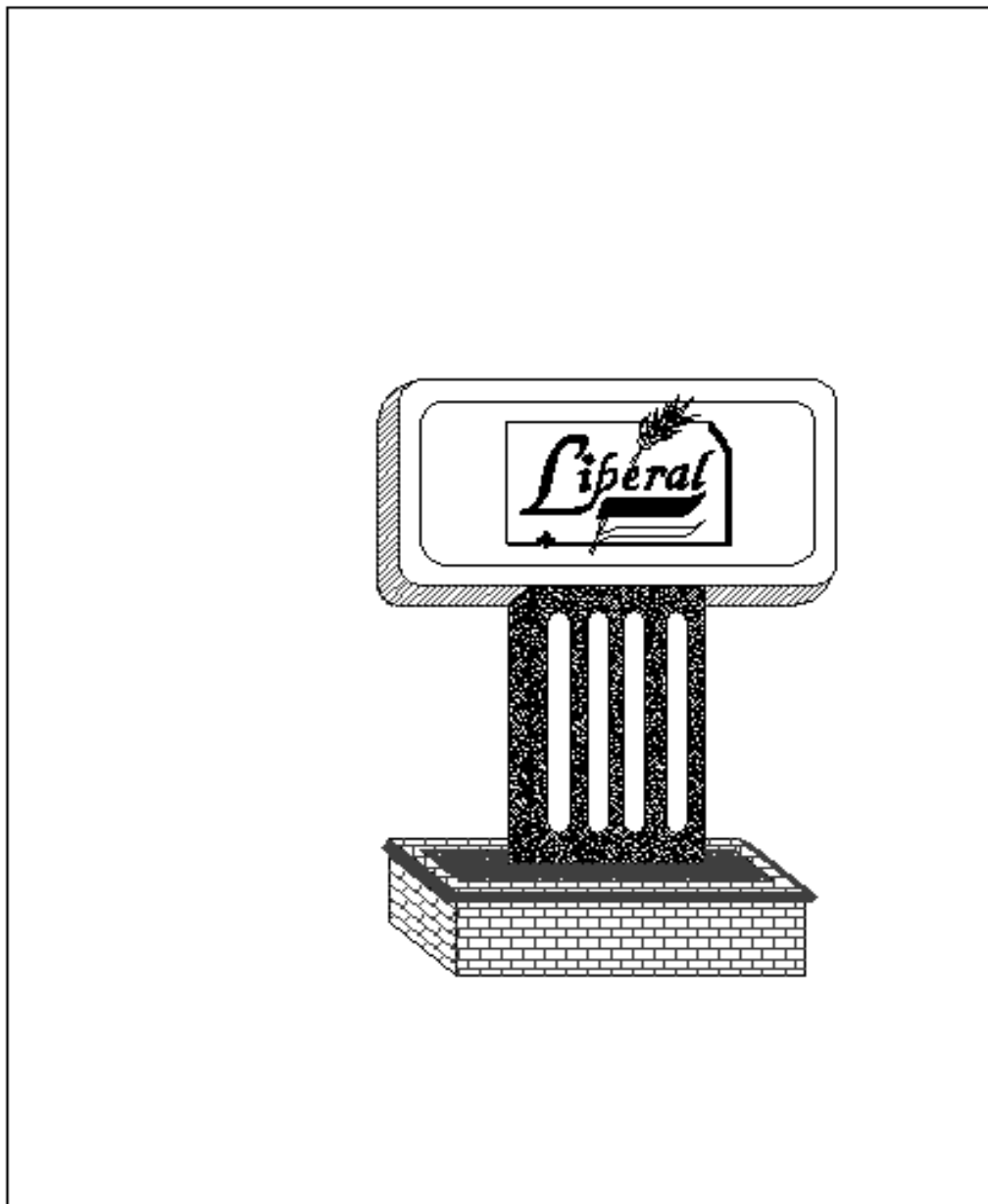
Figure 5
Monument Sign



- (5) Elevated Sign: Any sign placed upon, or supported by, the ground independent of the principal structure on the property where the bottom edge of the sign is ten feet or more above the ground level.

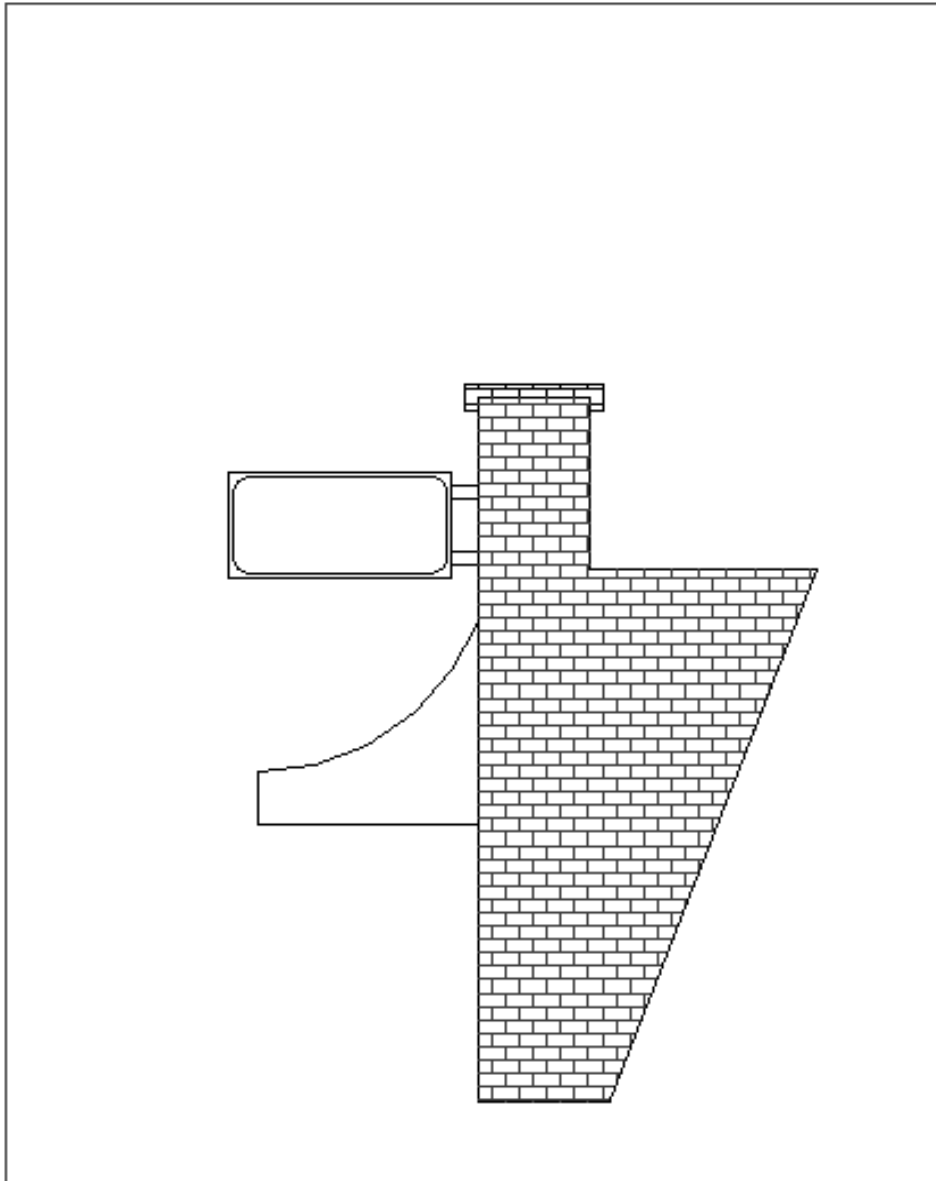
Figure 6

Elevated Sign



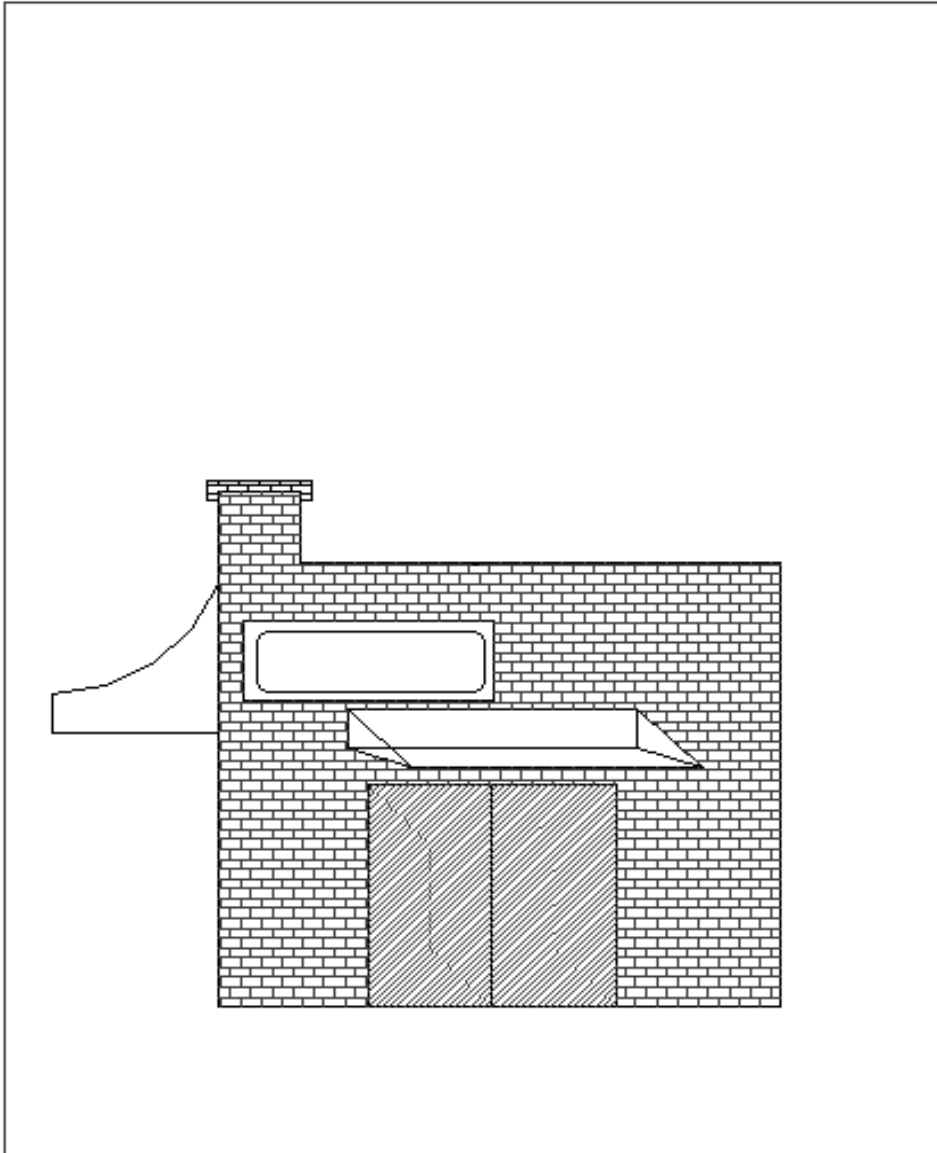
- (6) Projecting Sign: A sign that is wholly or partly dependent upon a structure for support and which projects more than 12 inches from such structure.

Figure 7
Projecting Sign



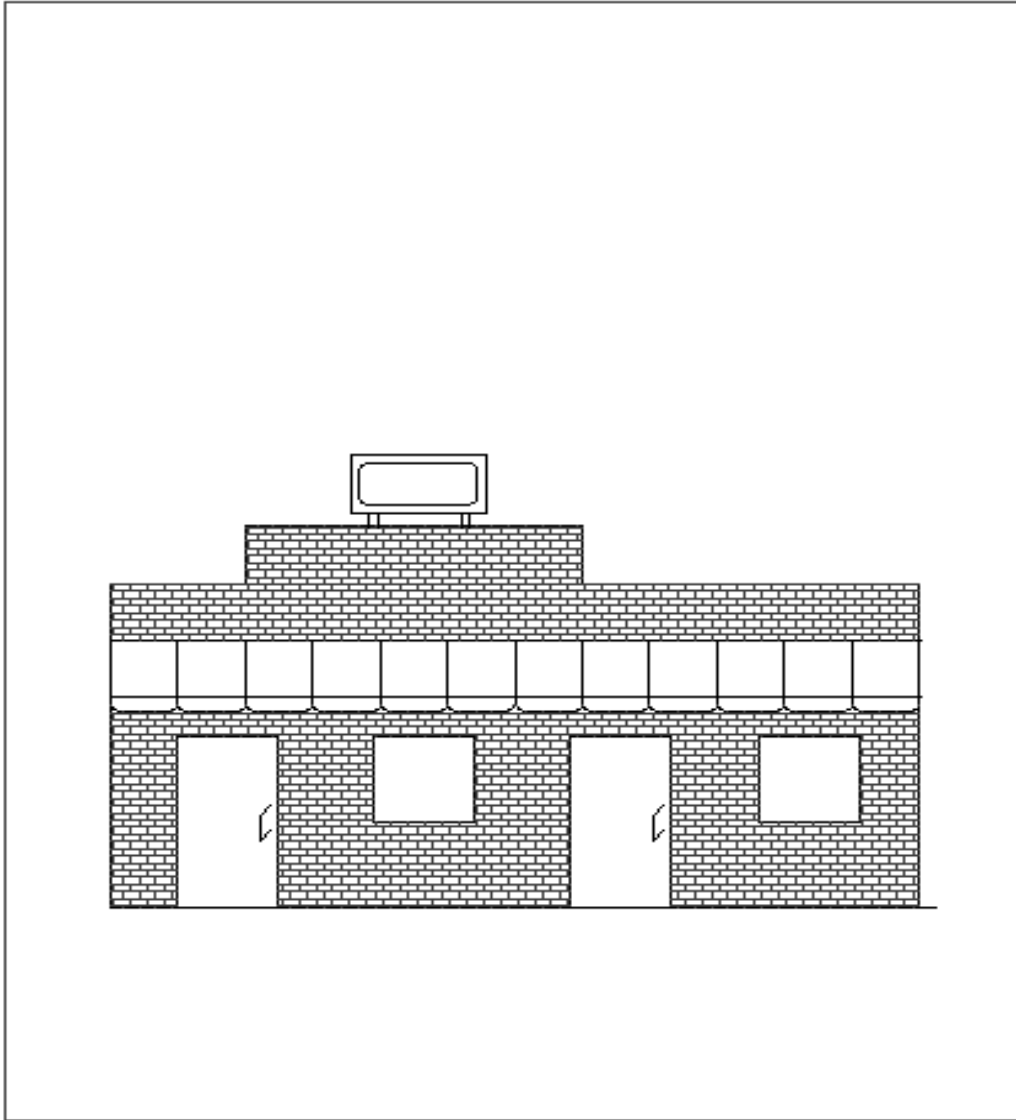
- (7) Wall Sign: A sign fastened to or painted on a wall of a structure in such a manner that the wall becomes merely the supporting structure or forms the background surface, and which does not project more than 12 inches from such structure.

Figure 8
Wall Sign



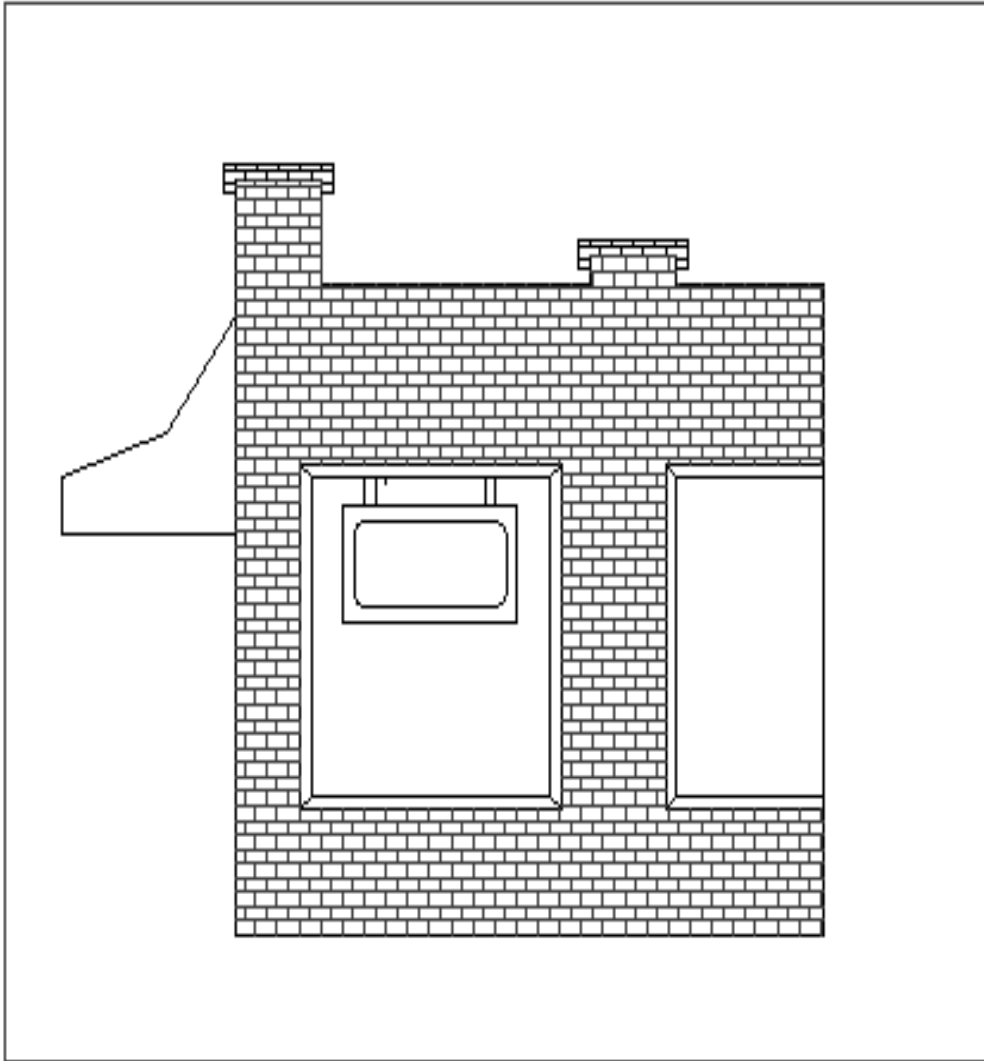
- (8) Roof Sign: A sign primarily supported on the roof of a structure. Roof signs shall not project more than 12 inches beyond the face of the structure.

Figure 9
Roof Sign



- (9) Window Display Sign: Any sign, pictures, symbol, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale, or service that is placed inside a window or upon the windowpanes or glass and is visible from the exterior of the window.

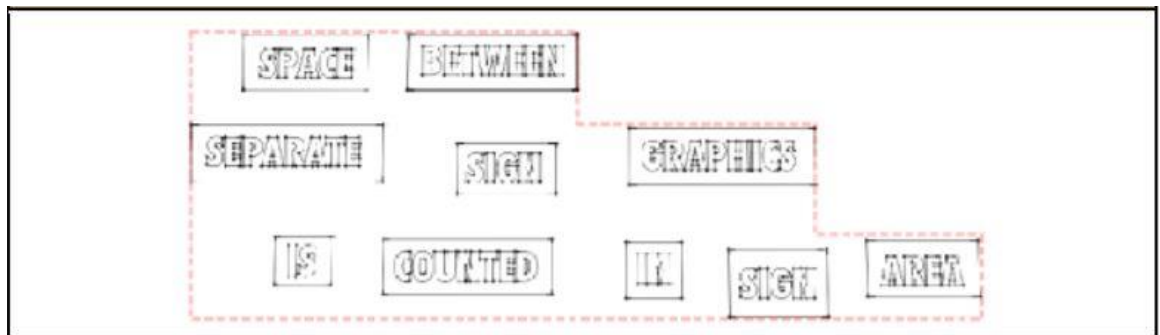
Figure 10
Window Sign



General Standards:

- A. Gross Service Area of Sign:** Gross service area shall be calculated as the area within a continuous perimeter with up to eight straight sides and 90 degree corners, that encloses the limits of text and graphics of a sign, together with any frame or other

material or color forming an integral part of the display or used to differentiate the sign's message from the background against which it is placed (unless the structure is an integral part of the display or used to differentiate it), but includes any open space contained within the outer limits of the display face of a sign, or between any component, panel strip, or figure of any kind composing the display face, whether this open space is enclosed by a frame or border or not.. If more than one side of a sign is utilized as a sign, then only the largest side shall be computed and shall be counted as a portion of the gross service area.



- B. **Sign Height:** Sign height shall be measured from the ground elevation at the base of the sign to the highest element of the sign.
- C. **Sign Spacing:** No pole, ground, or interstate service sign shall be authorized within fifty (50) feet of another such sign on the same side of any one street, and no advertising sign shall be authorized except as follows:
 - (1) **Minimum Spacing for Advertising Signs:** The spacing of Advertising Signs shall be in accordance with the state of Kansas at **K.S.A. 68-2331**, **INCORRECT STATUTE** *et. seq.*; except that, no advertising sign shall be closer than 660 feet from another advertising sign on either side of the road, measured along the center line of the pavement between points directly adjacent to each respective Advertising Sign.

- (2) Maximum Size: Advertising Signs shall meet size requirements of the state of Kansas.
- (3) Maximum Height: Advertising Signs shall meet height requirements of the state of Kansas.
- (4) Required Setback: Advertising signs shall meet setback requirements of the state of Kansas.
- (5) Location: Advertising signs shall not be located within the corporate limits of the City of Liberal, and shall be restricted to the extraterritorial areas of the city regulatory jurisdiction.

D. Illumination Sign: A sign designed to give forth-artificial light or designed to reflect light derived from any source.

- (1) Illuminated signs shall be designed as to reflect or direct light away from any residential dwelling district. Any illuminated sign located on a lot adjacent to, in front of or across the street from any residential district, which sign is visible from such residential district, shall be illuminated only during business hours or between the hours of 7:00 A.M. and 11:00 P.M.
- (2) Illuminated signs in direct vision of a traffic signal shall not be in red, amber or green illumination.
- (3) Gooseneck reflectors and lights shall be permitted on ground, wall and painted signs. The reflectors shall be provided with proper glass lenses concentrating the illumination upon the area of the sign so as to prevent glass upon the street or adjacent property.

E. Flashing or Moving: Any illuminated sign on which the artificial light is not constant in intensity and color at all times. For the purpose of this regulation, any sign that is revolving, rotating, moving, animated, has moving lights or creates the illusion of movement shall be considered a moving sign.

- (1) A sign, which displays the current time and/or temperature by use of intermittent lighting shall not be deemed a flashing sign if the lighting changes are limited to text indicating time, temperature or other public messages.

- (2) A sign that utilizes a screen for the display of an electronically generated image or message via either internal illumination of the screen or external projection onto the screen, such as but not limited to Light Emitting Diodes (LED) or other digital or electronic technology that allows intermittent change of the message or animated display by electronic signal shall be considered an Electronic Sign.
- (3) The required setbacks for Electronic Message Boards using (LED) Light Emitting Diodes for displays is none, and shall not be within the line of sight of any traffic signal control device. The bottom edge shall be a minimum height of (10') ten feet from grade as set forth in Article Sixteen (16) "Sign Regulations" of the Zoning Ordinance.
- (4) Flashing, Moving or Electronic Signs in direct vision of a traffic signal shall not be in red, amber or green illumination.

F. Obstruction to Doors, Windows or Fire Escapes or other Access Way: No sign shall be created, relocated, or maintained so as to prevent free ingress to or egress from any door, window, or fire escape or other access way. No sign of any kind shall be attached to a standpipe or fire escape.

G. Signs on Trees or Utility Poles: No sign shall be attached to any utility pole or tree.

H. Traffic Safety:

- (1) No sign shall be maintained at any location where by reason of its position, size, shape or color, may obstruct, impair, obscure, interfere with the view of, or be confused with any traffic or railroad control sign, signal or device, or where it may interfere with, mislead, or confuse traffic; or which makes use of the words "Stop," "Look," "Drive-In," "Danger" or any other word, phrase, symbol or character in such a manner as to interfere with, mislead or confuse traffic.
- (2) Any sign located within three (3) feet of a driveway or within a parking area shall have its lowest elevation at least ten feet above the curb level; however, in no event shall any sign be placed so as to project over any public right-of-way.
- (3) Under no circumstances shall any sign other than traffic or public regulatory signs as exempted in Section 7 (a)(2) be placed in the sight triangle as defined by this regulation.

- I. Lineal Street Frontage:** In those districts where gross sign area is allocated based on lineal street frontage and the tract or parcel is adjacent to more than one street, the lineal street frontage shall be computed as follows:
- (1) For those tracts or parcels other than commercial development located on major streets as designated in the Major Street Plan of the Comprehensive Plan, the lineal street frontage shall be the distance of that property line abutting the major street.
 - (2) For those tracts or parcels other than commercial development not located on a major street, the lineal street frontage shall be one-half the sum of all the street frontages.
 - (3) As it pertains to single occupancy commercial development, the lineal street frontage shall be the distance of the property line abutting the streets.
 - (4) As it pertains to commercial multiple occupancy centers, the frontage shall be determined as the greater of lineal street frontage or lineal building frontage. Lineal building frontage shall be determined by the sum of the sides where principal public entrance is made. No street frontage or building frontage shall be counted on sides where public access is not normally maintained.
- J. Landscaping:** Ground signs, monument signs and elevated signs shall be landscaped. The landscaping shall extend no less than three feet from the base of the sign, and in the case of ground signs and monument signs, shall be incorporated within a decorative planter.
- K. Scale and Context:** Signs shall be in scale with the site or structure where located and in context with the site, structure and service offered.
- (1) Scale includes both human scale and proportion. Signs shall be proportional to the element they are attached to and the facade as a whole.
 - (2) Context includes form, style, color, balance and structure lines:

- (a) **Form:** Sign shape and its relationship to the structure or service offered.
- (b) **Style:** Historical, eclectic, modern or contemporary shapes, texts and colors.
- (c) **Color:** Analogous or complementary in relation to site or structure.
- (d) **Balance:** Location of sign in structure element relating to balance through location, mass and color.
- (e) **Structure Lines:** Major lines of building elements and compatibility to outlines, horizontal and vertical lines such as roof line, ground line, window lines, etc.

L. All signs must be constructed of permanent all-weather materials.

M. Permit Required: No sign may be erected or altered until a sign permit has been issued by the Building Inspector.

(1) **Application:** Application for permits required under this Article shall be made on forms provided by the Building Inspector and accompanied by the following, if required by the Building Inspector or if required by the provisions hereof:

- (a) Plans and specifications of the proposed sign; and engineer's certificate certifying the proposed sign and its construction to be of safe design; the right to inspect all permanent signs and marquees prior to their installation and erection and prior to the issuance of a permit.

(2) **Permit Fees:** Every application before being granted a permit hereunder, shall pay to the Building Inspection Department the following permit fee for each such sign or other advertising structure regulated by this Article:

- (a) All signs requiring a permit, other than temporary, are \$10.00 up to the first \$1,000.00 then \$1.50 for each additional \$1,000.00 thereafter.

- (b) Temporary Signs - \$10.00 when required.

(3) **Inspection:** As soon as a sign has been erected, the permittee shall notify the Building Inspector who shall inspect

such sign and approve the same if it is in compliance with the provisions of the Article. The Building Inspector may, from time to time, as he deems necessary, inspect all signs or other advertising structure regulated by this Article for the purpose of ascertaining whether the same is secure or insecure or whether it is in need of removal or repair.

- (4) **Permit Revocable At Any Time:** All rights and privileges acquired under the provisions of this Article or any amendment thereto, are mere licenses revocable at any time by the Building Inspector; and all such permits shall contain this provision.

N. **Façade:** A façade shall be considered any face of a building given special architectural treatment.

7. **Exemptions:**

A. **Total Exemptions:** The following signs shall be exempt from the requirements of this Article, except for the provisions of Sections 6.A through 6.I above.

- (1) Flags or emblems of a government or of a political, civic, philanthropic, educational or religious organization, displayed on private property.
- (2) Signs of a duly constituted governmental body, including traffic or similar regulatory signs, legal notices, warnings at railroad crossings and other instructional or regulatory signs having to do with health, safety, parking, swimming, dumping, etc.
- (3) Memorial signs and tables displayed on public or private property.
- (4) Small signs, not exceeding five square feet in area, displayed on private property for the convenience of the public, including signs to identify entrance and exit drives, parking area, one-way drives, restrooms, freight entrances, and other similar signs; except that such signs shall not display logos or other business advertisements.
- (5) Scoreboards in athletic stadiums.

- (6) Temporary signs for the sale of household goods at a residence (for example, garage sales or auctions) for a period not to exceed five (5) days.
- (7) Bulletin board signs not exceeding 12 square feet in gross service area accessory to a church, school or public or nonprofit institution.
- (8) Holiday decorations displayed on a temporary basis which are primarily of a decorative nature and clearly associated with any national, state, local, or religious holiday.
- (9) Interior signs located within a building interior, an enclosed lobby, or building courtyard, or signs located on the interior of a parcel that is not normally viewed from public right-of-ways (such as signs on stadium walls within ball parks) provided they meet the structural, electrical, and material specifications in this code.

B. Exemptions from Sign Permit: The following signs are exempt from the sign permit section of this Article, but shall comply with all of the other regulations imposed by this Article:

- (1) Non-illuminated name plate signs showing only the name and/or address of the occupant, fastened flat against the wall and not exceeding six (6) square feet in gross service area.
- (2) Bulletin board signs not exceeding 100 square feet in gross area accessory to a church, school or public or nonprofit institution.
- (3) Business signs when located on property used for agricultural purposes and pertaining to the sale of agricultural products produced on the premises.
- (4) Temporary Signs:
 - (a) Real estate signs not exceeding six (6) square feet in area for residentially zoned properties

and up to thirty-two (32) square feet in area for all other properties.

(b) Development Project (Construction) signs.

(c) Political campaign signs.

(5) Window display signs not exceeding 25% of the window surface in commercial and industrial districts.

8. **Prohibited Signs:**

A. **Signs on Public Property:** Any sign installed or placed on public property, except in conformance with the requirements, shall be forfeited to the public and subject to confiscation, except that logo signs on public athletic fields shall be allowed. In addition to other remedies hereunder, the City shall have the right to recover from the owner or person placing such a sign the full costs of removal and disposal of such sign.

B. **Obscene or Indecent Advertisement:** No person shall display upon any sign or other advertising structure any obscene, indecent or immoral matter.

C. Roof signs mounted or projecting above the highest roof line.

D. Elevated signs located higher or projecting above the highest roof line on that property or adjacent properties if no structure exists on the property where the sign is located.

E. Projected signs.

F. Any sign located on public right-of-way except those signs required by governmental authority or political signs as may be permitted.

G. Any wood pole mounted "billboard" sign. (Exception: wood post or steel base permanent all-weather construction.)

H. Flashing or moving signs.

9. **Temporary Portable Display Signs, with or Without Wheels Attached:** No portable sign shall be permitted to be placed on display, at the same business location, for longer than a period of

thirty (30) days. Additionally, a thirty (30) day waiting period must lapse prior to issuance of another permit for a thirty (30) day period.

- A. Area. Temporary portable signs shall not exceed thirty-two (32) square feet in area.
- B. Public Right-of-Way. Temporary portable signs shall not be placed within or project over the public right-of-way.
- C. Other Signs. Temporary portable signs shall not be placed within twenty (20) feet of any ground sign or another temporary portable sign which pertains to another commercial or industrial property.
- D. Safety. Temporary portable signs shall be of rigid construction and anchored or weighted to prevent movement and overturning by the wind.
- E. Electricity. Electrical lines shall not lie on the ground where vehicular or pedestrian traffic is permitted. Use of ungrounded extension cords is prohibited. In addition, the sign must be protected by a ground fault circuit interrupter in accordance with the requirements of the National Electrical Code.
- F. Commercial Multiple Occupancy Centers. Commercial multiple occupancy centers are to be allowed one sign per street frontage for the entire center and each tenant is to be allowed to display a temporary portable sign for the allotted time period.
- G. Flashing Lights. Any light not constant in intensity and color at all times shall not be permitted on a temporary portable sign.

10. **Temporary Signs:** Temporary signs shall be erected and maintained in a safe and attractive manner and shall be subject to applicable regulations except as specifically modified herein.

- A. **Real Estate Signs:** Real Estate Signs shall be removed within one week of the date of sale, rental, or lease.
- B. **Development Project Signs:** Development project (construction) signs shall be thirty-two (32) square feet or less. Such signs are subject to yard area requirements and

may be erected at the start of construction and shall be removed upon project completion.

- C. **Political Campaign Signs:** Political campaign signs in residential zones shall not exceed six (6) square feet in area. In other zones, signs shall not be larger than thirty-two (32) square feet. Permission should be granted from the property owner prior to placement of a sign and must not be placed on a corner lot where it would impair the line of sight for vehicular traffic. No signs may be placed on any utility, street or traffic sign post or pole on or on any City or public right-of-way. Such signs shall be removed within seventy-two (72) hours following the election to which the sign relates. Any portable sign will follow the Portable Sign regulations.

11. **Maintenance:**

- A. All signs within the City shall be maintained in a safe condition and in such a manner that they shall not become a visual detriment to the community at large. The Building Inspector shall be charged with the responsibility and authority to inspect all signs within the City and direct the maintenance of said signs. Maintenance of signs is defined as keeping sign structures in a safe condition, free of rust, with broken glass or plastic replaced, electrical lights and other electrical operations in operable condition, letters and other sign components in the equivalent condition as on the sign permit or as approved.
- B. Should the Building Inspector find a non-maintained sign as defined above, it shall cause the owner of said sign to be notified as to the deficiency and the corrective action that needs to be taken.
- C. Should the owner fail to exhibit evidence of compliance within 30 days after the mailing of the letter of notification, the Building Inspector shall cause the owner to be cited for violation of this regulation.
- D. **Painted Sign Maintenance:** The owner of any sign as defined and regulated by this Regulation shall be required to have properly painted at least once every two (2) years all parts and supports of the sign, unless the same are galvanized or otherwise treated to prevent rust.

12. **Unsafe and Unlawful Signs:** If the building inspector shall find that any sign or other advertising structure regulated herein is unsafe or insecure or is a menace to the public or has been constructed or erected or is being maintained in violation of this Article, he shall give written notice to the permittee thereof to remove or alter the structure so as to comply with the standard herein set forth within ten (10) days after such notice.
- A. Construction and Stability: Signs shall be constructed to withstand a wind pressure of at least forty (40) pounds per square foot of surface and shall be structurally safe and securely anchored so that they will not be a menace to persons or property, and rigidly mounted so as not to swing. Building mounted signs shall be adequately grounded where exposed to lightning. Flat mounted wall signs may exceed twenty-four (24) square feet only if made of noncombustible materials or approved combustible plastics as defined in Standard A60.1-1975 of the American National Standards Institute. Wooden supporting members shall be treated to prevent decomposition wherever they contact the ground. All display signs and the premises surrounding them shall be maintained and be kept free of noxious weeds and rubbish.
- B. Removal of Certain Signs. Any sign now or hereafter existing which no longer advertises a bona fide business conducted, or a product sold shall be taken down and removed by the owner, agent, or person having the beneficial use of the building or structure upon which such sign may be found within ten (10) days after written notification from the Building Inspector.
13. **Nonconforming Signs:** Every sign or other advertising structure lawfully in existence on the adoption of this code shall not be altered or moved unless it be made to comply with the provisions of this Article, except as otherwise provided for herein.
14. **Removal of Nonconforming Signs:** Should any nonconforming sign be damaged by any means to an extent of more than 50 percent of its replacement cost at the time of damage, it shall not be reconstructed except in conformity with the provisions of these regulations.
- A. Removal of On-Site Nonconforming Signs: All on-site nonconforming signs not otherwise prohibited by the provisions of these regulations shall be removed or shall be altered to conform to the provisions of this regulation (a)

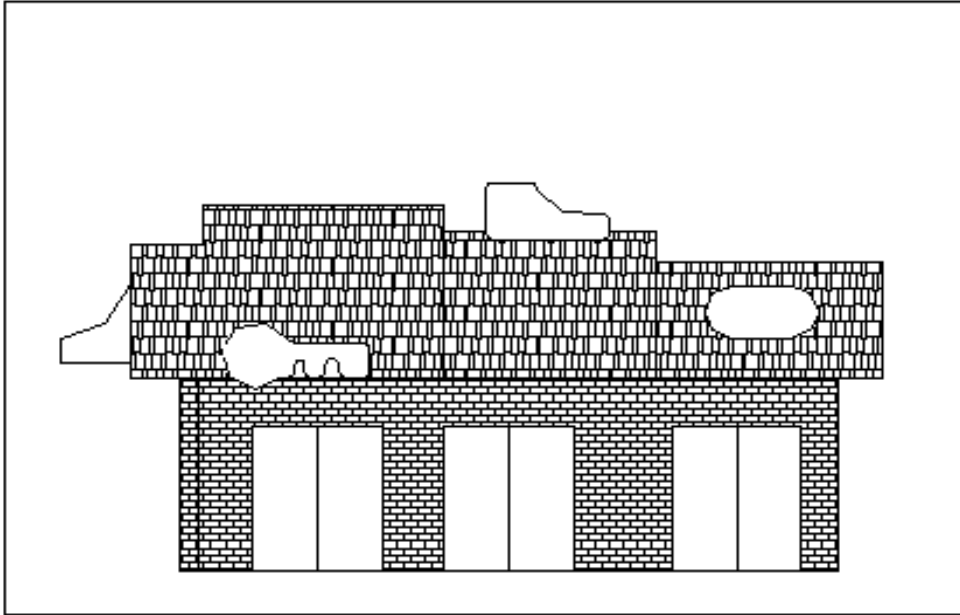
when the nature of the business conducted on the premises changes and the sign is changed or modified either in shape, size or legend, or (b) when the name of the business changes and the sign is changed or modified either in shape, size or legend.

- B. Removal of signs upon destruction of principal structures: When a principal structure is destroyed or removed due to natural or manmade circumstances, all signs on the property shall be removed within 90 days, unless a building permit has been issued to replace the structure within said time period.

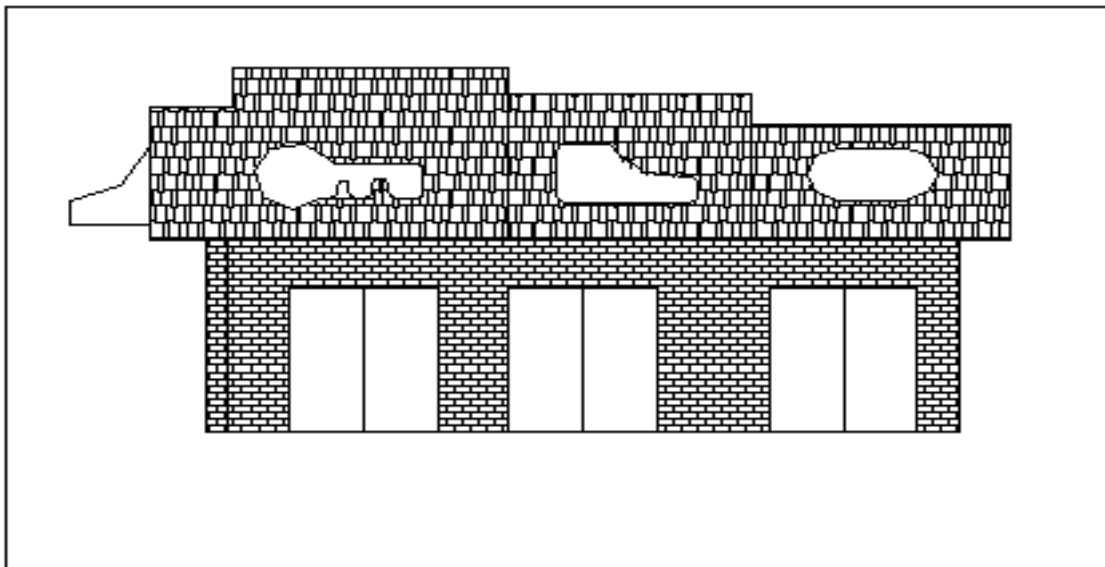
- 15. **Office Parks, Shopping Centers and Planned Districts:** In the case of a proposed office park, shopping center, or other grouping of three or more tenants or establishments (new or remodeled), the developer shall prepare and submit to the Board of Zoning Appeals a master signage plan for all permanent exterior signs. Such plan shall set standards, which shall run with all leases or sales of portions of the development. A full and accurate description of all signs shall be included indicating location, placement, materials, graphic design styles, type of illumination, etc. Final development plans shall not be approved until the Board of Zoning Appeals has approved the sign standards. For purposes of this section the terms “shopping center, office park, or their groupings,” shall mean a project of one or more buildings that has been planned as an integrated unit or cluster of units on property under unified control or ownership. The sale, subdivision, or other partition of the site does not exempt the project or portions thereof from complying with these regulations.

- A. In the case of a “shopping center, office park or other grouping” which is occupied by more than one tenant, one (1) monument sign or ground sign may be permitted in addition to the wall mounted signs, which sign shall depict only the name of the center or grouping of shops or offices.

Figure 12
Sign Pattern



*Inconsistent sign patterns create confusion.
Signs within or above roof area are prohibited.

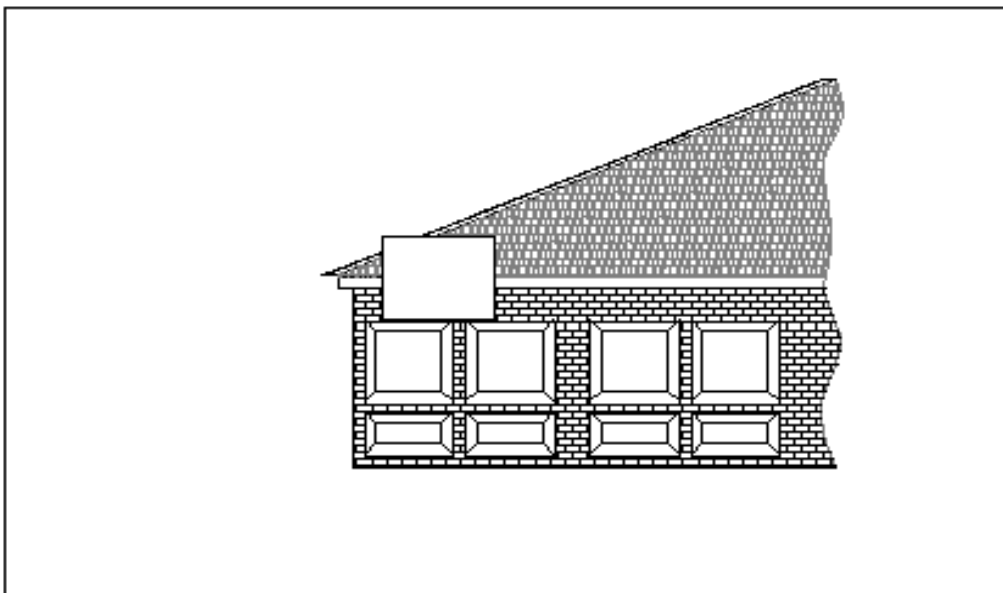


*Employ a consistent sign pattern.

Figure 13
Sign Scale and Character



*Sign is in scale and character with building articulation.



*Sign is out of scale and character with building.

ZONING DISTRICT

AG-	R-1	R-2	R-3	M-H	C-1	C-2	C-3	I-1	I-2
------------	------------	------------	------------	------------	------------	------------	------------	------------	------------

R-S	M-P
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STANDARDS	A	A	A	A	B	C	C	D	D
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FUNCTIONAL SIGN TYPES

Bulletin Board	P	P	P	P	P	P	P	P	P
Business Sign	P	P	P	P	P	P	P	P	P
Construction Sign	P	P	P	P	P	P	P	P	P
Identification Sign	P	P	P	P	P	P	P	P	P
Name Plate Sign	P	P	P	P	P	P	P	P	P
Portable Display								S	S

Sign

Real Estate Sign	P	P	P	P	P	P	P	P	P
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STRUCTURAL SIGN TYPES

Advertising Sign									
Awning, Canopy or									
Marquee Sign					P	P	P	P	P
Ground Sign	P	P	P	P	P	P		P	P
Monument Sign					P	P		P	P
Elevated Sign						P		P	P
Projecting Sign					P	P		P	P
Wall Sign	P	P	P	P	P	P	P	P	P
Roof Sign									P
Window Sign					P	P	P	P	P

P – Permitted

S – Special Use

16. **Sign Standards:**

- A. R-S Single-family Suburban District, R-1 Single-family Dwelling District, R-2 Two-family Dwelling District, R-3 Multi-family Dwelling District, M-H Mobile Home Subdivision District, and M-P Mobile Home Park District:

Residential Uses:

- (1) Number of Signs Permitted: One (1) sign per zoning lot.
- (2) Maximum Gross Surface Area:
 - (a) Business signs – 4 square feet.
 - (b) Bulletin board and identification signs: 50 square feet.
 - (c) Construction signs: 20 square feet.
 - (d) Name plate signs: 4 square feet.
 - (e) Real estate signs: 9 square feet, provided that one sign is not more than 100 square feet in area announcing the sale of lots and/or houses in a subdivision may be located on said development. Said sign shall be removed at the end of three years or when 75 percent of the lots have been sold, whichever occurs sooner.
- (3) Maximum Height: 6 feet.
- (4) Required Setback: No sign shall be placed closer to the front property line than one-half the distance of the front yard; except that real estate signs shall be exempt from setback requirements.
- (5) Illumination: Bulletin board signs may be indirectly illuminated with incandescent or fluorescent lighting.

Non-Residential Uses, Complying with Zoning:

- (1) Shall comply with C-O sign requirements and all other applicable requirements of Ordinance #4357.

B. C-O Commercial Office District:

- (1) Number of Signs Permitted:
 - (a) Awning, canopy or marquee signs and wall signs:
One per facade.
 - (b) Ground, monument, elevated, or projecting signs:
One per zoning lot.
- (2) General: Two (2) square feet for each lineal foot of store frontage; provided no single sign shall exceed a gross surface area of 250 150 square feet.
- (3) Maximum Height: All signs twenty-five (25).
- (4) Required Setback: Extend to all property lines.
- (5) Illumination: Illuminated signs shall be permitted.

C. C-1 Neighborhood Business District, C-2 General Business District, and C-3 Central Business District:

- (1) Number of Signs Permitted:
 - (a) General:

Awning, canopy or marquee signs and wall signs:
One per facade.
Ground, monument, elevated, or projecting signs:
One per zoning lot.

Exception: Any lot with street frontage on multiple sides, may have an additional sign along another street frontage provided there is room on said lot to separate the signs by no less than 150 feet.
 - (b) Commercial multiple-occupancy centers:

Awning, canopy or marquee signs and wall signs:
One per façade of each business.
Ground, monument, elevated, or projecting signs:
One per building.

Exception: Any lot with street frontage on multiple sides, may have an additional sign along another street frontage provided there is room on said lot to separate the signs by no less than 150 feet.

- (2) Maximum Gross Surface Area:
 - (a) General: Same as C-O
 - (b) Commercial multiple-occupancy centers: Twenty (20) square feet maximum for business with no exterior frontage in a commercial multiple-occupancy center. Businesses with exterior frontage shall be allowed a maximum square footage as determined in Section (a) above.
- (3) Maximum Height: All signs in a C-1 and C-3 Zones Thirty (30) feet, and signs in C-2 Fifty (50) feet.
- (4) Required Setback: Same as C-O
- (5) Illumination: Same as C-O
- (6) Elevated Signs:
 - (a) One elevated sign shall be permitted on the premises of any business located on a platted lot in a C-2.
Exception: Any lot with street frontage on multiple sides, may have an additional sign along another street frontage provided there is room on said lot to separate the signs by no less than 150 feet.
 - (b) The height of the elevated sign shall in a C-2 District be no greater than 50 feet above the surface of the ground, or 10 feet above the highest elevation of the finished grade of the access road, highway or interchange, whichever is less.
 - (c) The gross surface area of the face of the sign shall not exceed 400 square feet.

D. I-1 Light Industrial District, and I-2 General Industrial District:

- (1) Number of Signs Permitted: Same as C-O, except as modified by Advertising Signs in sub-section D.6 below.
- (2) Maximum Gross Surface Area: 4 square feet per lineal foot of street frontage, provided no single sign exceeds a gross

surface area of 300 square feet, except as modified by Advertising Signs in sub-section D.6 below.

- (3) Maximum Height: Twenty-five (25) feet above highest point for roof and wall signs and 35 feet for all others, except as modified by Advertising Signs in sub-section D.6 below.
- (4) Required Setback: Same as C-O
- (5) Illumination: Same as C-O, except as modified by Advertising Signs in sub-section D.6 below.
- (6) Advertising Signs (Billboards): Advertising signs (billboards) may be established in the I-2 zoning district, provided that they meet the conditions in this Article, Subsection 6, "General Standards."

ARTICLE XVII PARKING REGULATIONS

Section 1. Off-Street Parking. In any applicable zoning district, all structures built and all uses established hereafter shall provide accessory off-street parking in accordance with the following regulations. When an existing structure or use is expanded, accessory off-street parking shall be provided in accordance with the following regulations for the area or capacity of such expansion. Plans showing the layout and design of all off-street parking spaces and loading areas must be submitted and approved by the Zoning Administrator before a zoning permit and/or occupancy certificate is issued for such spaces or areas.

Applicability: Off-street parking and loading space, as required in this article, shall be provided for all new structures, and for alterations and additions to existing structures. Off-street parking and loading space shall be required for any existing structure or structure which is altered in any manner so as to enlarge or increase capacity by adding or creating dwelling units, guest rooms, floor area or seats. Existing parking areas previously required shall not be used to satisfy required off-street parking for any new structures, alterations, or additions to existing structures or uses of land. Such existing parking space shall be maintained and shall not be reduced so long as the main structure or use remains, unless an equivalent number of such spaces are provided elsewhere as provided in this article; except that no off-street parking or loading space shall be required for any use located in the "C-3" Central Business District, unless the Board of Zoning Appeals requires parking as a condition of special use permit approval.

A. General Provisions.

1. Utilization: Required accessory off-street parking facilities provided for the uses hereinafter listed shall be solely for the

parking of motor vehicles in operating condition of patrons, occupants, or employees of such uses; and shall be expanded, removed, or added only upon approval of the City.

2. Front Yard Setbacks: Unless excepted by site-plan review, off-street parking of heavy-haul commercial trucks and vehicles of similar bulk shall be provided in other than the established front yard in all residential districts.
3. Licensing: All vehicles parked off-street and on-street that are required to be licensed shall be current.
4. Accessory Use: Off-street parking shall be considered as an accessory use of the use for which the parking is provided. Parking not located on the same tract on which the main use is located must be located within the zoning district in which parking or storage lots are permitted as a main use; or be located in accordance with the provisions of this article relating to off-street parking exceptions. In no instance shall off-street parking required by this article be located more than 300 feet (as measured along lines of public access) from the use that it serves.
5. Repair Service: No motor vehicle repair work or service of any kind shall be permitted in association with any off-street parking facilities.
6. Mixed Uses: When a structure or development contains mixed uses, the off-street parking requirements shall be calculated for each individual use and the total parking requirement shall be the sum of individual parking requirements.
7. Carport Plans: Engineered drawings shall be submitted for a proposed carport either sealed by an architect or engineer, or sufficiently detailed to assure proper design and installation to meet building codes and manufacturer's specifications.
8. Impervious Surface Ratios: A surface that has been paved or compacted to the extent that it is highly resistant to absorption of water is considered an impervious surface. The ratio of impervious surfaces to pervious surface shall be sufficient to meet the no-net run-off requirements of storm water management standards; or, the site shall be improved

with storm water detention facilities to achieve the same objective. For multifamily residential development, the ratio shall not exceed 80/20 impervious to pervious.

B. Design and Maintenance:

1. **Parking space dimension:** an off-street parking space shall be at least eight feet six inches (8'6") in width and at least nineteen feet (19') in length, exclusive of access drives or aisles, ramps or columns, unless special parking is designated for variable sizes of vehicles.

2. **Access:** Each off-street parking space shall open directly upon an aisle or driveway of such width and design as to provide safe and efficient means of vehicular access to such parking space. No parking space shall be designed to exit or back directly onto a public street or use the public right-of-way for parking space, unless specifically approved by the Governing Body. Such arrangements are to be discouraged, except in unusual circumstances wherein the traffic safety of the public can still be protected.
3. **Design:** Off-street parking spaces shall comply with such design standards relating to curb cuts and curb length, stall depth, driveway width, island width, barriers, and the location of ingress and egress as may be established from time to time by the City. Off-street parking spaces may be open to the sky or enclosed in a building or structure. Parking on driveways for single and two-family dwellings and all types of manufactured and mobile homes is considered to be permitted parking. **All parking spaces must be in an identifiable area where all spaces are contained thereon.**
4. **Surfacing:** All open off-street parking spaces, whether required spaces or not, and driveways shall be graded and paved with an asphalt, asphaltic concrete, concrete or other comparable hard-surfaced, all weather, dustless material which shall be maintained in good condition; provided, however, graveled parking areas are permitted in the industrial districts.
5. **Plans and approval required:** Plans showing the layout and design of all off-street parking spaces and loading areas, whether required spaces or not, shall be submitted and approved by the Zoning Administrator prior to issuance of a zoning permit and/or occupancy certificate for the parking lot itself or as part of an application for a larger related project. Before approving any parking layout, the zoning Administrator shall determine that the spaces provided are usable and meet standard design criteria as well as all parking requirements of these regulations. Parking spaces shall be clearly indicated or otherwise marked to designate the individual spaces.
6. **Screening:** Screening for parking spaces and loading areas is incorporated into the general screening and landscaping provisions of **Article XXI, Section 5.** ~~Article XVII, Section 3-13.4.~~

7. **Lighting:** Any lighting used to illuminate off-street parking spaces shall be shaded so that direct light is not cast upon property located in a residential district and so that glare is not a problem to traffic on any public street.
8. **Repair and service:** No motor vehicle repair work or service of any kind shall be permitted in association with any off-street parking spaces or structures, except as incidental repairs to a personal vehicle.
9. **Computation:** When determination of the number of off-street parking spaces required by these regulations results in a requirement of a fractional space, the fraction of one-half or less may be disregarded, and a fraction in excess of one-half shall be counted as one parking space.
10. **Collective provisions:** Off-street parking facilities for separate uses may be provided collectively if the total number of spaces so furnished is not less than the sum of the separate requirements for each such use; provided, that wherever there is a common plan of parking for land in single ownership that such space whenever large places of assembly are present which vary in their times of use and season of the year to the end that all parking is contained on the site or on accessory parking lots except for infrequent periods of peak use. The off-street parking spaces required by Article XVII, Section 1 may be increased; however, where it is anticipated that peak parking periods will be a consistently recurring problem. All regulations must be adhered to which cover the location of accessory parking spaces in relation to the use served.
11. **Location:** All parking spaces required to serve structures or uses shall be located on the same zoning lot as the structure or use served unless a conditional use permit is obtained under Article XVII, Section 3.
12. **Employee parking:** Parking spaces required on an employee basis shall be based on the maximum number of employees on duty or residing, or both, on the premises at any one time.
13. **Handicapped parking:** Parking spaces according to the number of spaces and their designated signage shall be provided for persons with a disability in conformance to the

standards of the federal Americans with Disabilities Act of 1990 as incorporated into state statutes. (See K.S.A. 8-1128 and 42 USCA 12101 et seq.)

14. Curbing: The perimeter of all multifamily off-street parking and loading areas and their access drives shall be curbed; except that, off-street parking facilities adjacent to industrial and commercial districts shall not require curbs. Curbs shall also protect landscape islands and other interior parking features in commercial districts. Curbs shall meet the City minimum construction standards.

15. Residential Development Standards: Hard surfacing shall consist of a minimum of four (4) inches of asphaltic concrete on compacted subgrade as required by city engineering standards customary to the site, or as otherwise approved by the City Engineer.

Residential development on a legal lot of record consisting of two (2) acres or greater shall only be required to hard surface the drive approach from the edge of the public travel way to a distance measured seventy-five (75) feet beyond the abutting public right-of-way.

16. Loading and Unloading Regulations: Loading and unloading space shall be provided off-street and on the same premises with every structure or part thereof, hereafter erected, established or enlarged and occupied for goods display, retail operation, department store, market, hotel, mortuary, laundry, dry cleaning, office uses or warehouses, manufacturing or other uses, involving the receipt or distribution of materials or merchandise by motor vehicles. The loading and unloading space or spaces shall be so located to avoid undue interference with public use of streets, alleys and walkways.

A. Spaces Required:

(1) For all uses in the Central Business District, loading facilities shall be provided in accordance with the following table:

Gross Floor Area of Establishments in Thousands of Sq. Ft. <u>Berths</u>	Required Number and Size of Loading
---	--

1 - 10	1 - (10' x 25')
10 - 25	2 - (10' x 25' each)
25 - 40	2 - (10' x 70' each)
40 - 100	3 - (10' x 70' each)

- (2) For all uses in the "I-1" and "I-2" Districts, loading facilities shall be provided in accordance with the following table:

Gross Floor Area of Establishments in <u>Thousands of Sq. Ft.</u>	Required Number and <u>Size of Loading</u>
<u>Berths</u>	
1 - 10	1 - (10' x 25')
10 - 40	1 - (10' x 70')
40 - 100	2 - (10' x 70' each)

For each additional 100,000 square feet of gross floor area or any fraction thereof over 100,000 square feet of gross floor area, one additional berth shall be provided. Each such additional berth shall be at least 10 feet in width by 60 feet in length

Section 2. Required Parking Spaces. Off-street parking spaces accessory to

the uses hereinafter designated shall be provided as follows, except no such spaces shall be required in the "C-3", Central Business District unless the Board of Zoning Appeals requires parking as a special use.

A. Dwelling and Lodging Uses.

1. Single and two-family dwellings, residential-designed manufactured homes and manufactured/mobile homes:
At least one parking space for each dwelling unit.
2. Multiple-family dwellings: At least one and one-half parking spaces per unit, except in housing for the elderly, one space for two units.
3. Boarding or rooming houses: One parking space for each two rooms.
4. Dormitories, fraternities, sororities and similar lodging facilities:
At least two parking spaces for each three occupants.
5. Hotels, motels and bed and breakfast homes and inns:
One

parking space for each rental unit, plus such additional spaces as are required for restaurants, assembly rooms and affiliated facilities.

B. Business and Industrial Uses.

1. Automobile, truck, trailer and manufactured/mobile home sales and rental lots: One parking space for each 3,000 square feet of open sales lot area devoted to the sale, display and rental of such vehicles, plus one parking space for each service bay and employee.
2. Business and professional offices: One parking space for each 300 square feet of floor area, not including meeting rooms.
3. Bowling alleys: Four parking spaces for each lane.
4. Cartage, express, parcel delivery and freight terminal establishments: One parking space for each two employees.
5. Car washes: Two holding spaces for each car washing stall, plus one drying space for each car washing stall.
6. Funeral homes and mortuaries: One parking space for each four seats based upon the designed maximum capacity of the parlor, plus one additional parking space for each employee and each vehicle maintained on the property.
7. Furniture or appliances stores and service or repair shops: One parking space for each 400 square feet of floor area.
8. Manufacturing, production, processing, assembly, disassembly, cleaning, servicing, testing, or repairing of goods, materials or products: One parking space per two employees.

9. Medical and dental clinics or offices: One and one-half parking spaces for each examining or treatment room, plus one for each doctor and employee.
10. Restaurants, private clubs and taverns: One parking space for each 2.5 seats based on the maximum designed seating capacity; provided, however, that drive-in restaurants shall have a minimum of least 10 parking spaces.
11. Retail stores and financial institutions: One space per 250 square feet of floor area, not including meeting rooms. (See Article XVII, Section 2.B.13 for places of assembly.)
12. Service stations: One parking space for each employee, plus two spaces for each service bay.
13. Theaters, auditoriums and places of assembly: One space for each four seats. (See Article XVII, Section 1.A.4.G for collective provisions.)
14. Warehouses, storage and wholesale establishments: One parking space for each two employees.

C. Other Uses.

1. Churches: One parking space for each 5 seats based upon the maximum designed seating capacity in the main worship area, including choir lofts.
2. Elementary, junior high and equivalent parochial and private schools: One space for each faculty and staff person plus places of assembly. Regular parking spaces must be provided off the street for all buses serving the school. (See Article XVII, Section 1.A.4.G for collective provisions.)
3. Secondary schools: One parking space for every four persons based on the maximum design capacity for pupils, faculty and staff, plus places of assembly. Regular parking spaces must be

provided off the street for all buses serving the school.
(See Article XVII, Section 1.A.4.G for collective provisions.)

4. Hospitals: One parking space for each two beds, plus one parking space for each resident or staff doctor and one space for each two employees.
5. Child care centers and preschools: One parking space for each employee.
6. Nursing homes, convalescent homes and retirement centers: One parking space per each five beds based on the maximum designed capacity of the building, plus one parking space for each employee.
7. Private social and hobby clubs, associations and lodges: One parking space for each three seats based upon the maximum designed seating capacity.
8. Trade and commercial schools: Two parking spaces for each three students, plus one for each employee based on full-time equivalency.

Parking spaces for other permitted uses not listed above shall be provided in accordance with the determination of the Zoning Administrator with respect to the number of spaces that are required to serve employees and/or the visiting public at each such use. Parking for special and conditional uses may be established as part of processing their application or when issuing the zoning permit.

Section 3. Conditional Use for Parking. In order to provide off-premises required or additional off-street parking areas, the Board of Zoning Appeals may grant as a conditional use for the establishment of parking areas in any zoning district under the following provisions:

provided

1. Location. The nearest access to the parking area under this section must be within 300 feet (along line of public access) from the boundary of the nearest entrance to the structure for which the parking is provided.

2. Use. The parking area shall be used for passenger vehicles only, and in no case shall it be used for sales, repair work, storage, dismantling or servicing of any vehicles, equipment, materials or supplies. Only such signs as are necessary for the property operation of the parking lot shall be permitted.

3. Improvements.

1. Parking spaces and driveways on private property providing ingress and egress to parking areas shall be surfaced with concrete, asphaltic concrete, asphalt or any other comparable surfacing which meets the approval of the Board and shall be maintained in good condition and free of weeds, dust, trash and other debris.

2. Parking areas shall have adequate guards to prevent extension or the overhanging of vehicles beyond property lines or parking spaces. Such areas shall have adequate markings for channelization and movement of vehicles.

3. If lighting facilities are provided, they shall be so arranged as to deflect or direct light away from any adjacent dwelling or residential district.

4. A fence (such as solid-wall masonry, wood, louvered/wood, metal or other similar materials) not less than six feet high, may be required to be erected along any property line adjacent to or adjoining any residential district to reduce noise, eliminate the passage of light from vehicles and prevent the flowing of debris. Whenever a fence shall be required along a front yard, which includes a driveway area, such fence shall not be higher than four feet.

5. When located in a residential district, **NO** parking will be allowed on unimproved surfacing (Article XVII, Section 1.A.4.b) in the front yard other than the

required parking for Dwelling and Lodging Uses (Article XVII, Section 2.A). The use of non-conforming unimproved parking spaces for the minimum set forth in Article XVII, Section 2.A will be permitted.

additional
owners

6. The Board shall determine the necessity of improvements in order to protect adjacent property and the public interest. Such improvements shall include, but not be limited to proper drainage, setbacks, screening, grass, shrubs, trees and the maintenance thereof, and the extent of access permitted to public streets and alleys.

Section 4. Off-Street Loading and Unloading. In all zoning districts except the "C-3" Central Business District, loading and unloading space shall be provided off-street and on the same premises with every building, structure or part thereof, hereafter erected, established, or enlarged and occupied which requires the receipt or distribution of materials or merchandise by motor vehicle. The loading and unloading space shall be so located as to avoid undue interference with public use of streets, alleys and walkways. Such vehicular access shall be maintained in good condition and surfaced in such manner as required in Section 1.A.4.B for parking spaces. When off-street parking space is used to fulfill this loading and unloading requirement, the latter shall be scheduled so as not to interfere with meeting the parking needs.

ARTICLE XVIII
BUILDINGS AND USES AFFECTED

Section 1. Minimum Building Requirements: No building or structure shall be erected, enlarged, reconstructed or moved in the planning area with less than the following:

1. Dwelling units:

- a. All dwelling units shall provide a minimum floor area, exclusive of porches, breezeways and garages, as follows:

<u>TYPE OF DWELLING UNIT</u>	<u>MINIMUM AREA</u>
Single-family	Six hundred square feet (600 sq. ft.)
Two-family	Six hundred square feet (600 sq. ft.)
Multiple-family	Four hundred eighty square feet (480 sq. ft.) per unit

- b. Every dwelling unit shall be provided with at least one (1) water closet, which water closet shall be located within the dwelling and in a room which affords privacy.
- c. Every dwelling unit shall contain a kitchen sink, which is connected to running water and an approved sewer system.
- d. Every dwelling unit shall be enclosed with an exterior wall surface, other than tarpaper or corrugated metal.
- e. No basement or cellar shall be occupied for residential purposes until the main portion above ground is completed.

2. **Mobile Home or Trailer Houses:** No mobile home or trailer house may be used or occupied for residential purposes unless said mobile home or trailer house is located in a mobile home park or travel trailer park.

3. Motels:

- a. The number of motel units permitted on a tract of land shall not exceed the number obtained by dividing the total square feet of area of the site by one thousand five hundred (1,500).
 - b. Motels shall be served with an approved public water supply and approved public sanitary sewer system.
 - c. Each motel unit shall contain not less than two hundred square feet (200 sq. ft.) of floor area.
4. **Tents:** No tent, except play tents for children, shall be used for any purpose, except those authorized by the Governing Body.

Section 2. Buildings and Structures Moved In: Buildings and structures may be moved to various districts providing:

1. The proposed use conforms with the district zoning regulations of the district into which it is to be moved.
2. The building or structure meets building, fire, safety and health regulations.
3. The Board of Zoning Appeals finds that the building or structure will not devalue properties in the area where the structure is proposed to be moved.

Section 3. Elevation: Unless otherwise directed by the Building Official, the first floor elevation of a building or group of buildings shall be at least eighteen inches (18") above the grade of the highest point of the curb abutting the lot (where no curb and gutter exists, the highest point of the street or roadway).

ARTICLE XIX AIRPORT REGULATIONS

Section 1. Intent and Purpose of District: These regulations are intended for the purpose of restricting height of buildings, structures and objects of natural growth in the vicinity of the Municipal Airport.

Section 2. Airport Hazard: It is hereby found that an airport hazard endangers the lives and property of users of the Municipal Airport and occupants of land in its vicinity and also, if the obstruction type, in effect reduces the size of the area available for landing, take-off and maneuvering of aircraft thus tending to destroy or impair the utility of the Airport and the public investment therein. Accordingly, it is declared that:

1. The creation or establishment of an airport hazard is a public nuisance and an injury to the region served by the Municipal Airport.
2. It is necessary in the interest of the public health, public safety and general welfare that the creation or establishment of airport hazards be prevented.
3. The prevention of these hazards should be accomplished to the legal extent possible, by the exercise of the police power without compensation.
4. It is further declared that the prevention of the creation or establishment of airport hazards and the elimination, removal, alteration, migration or marking and lighting of existing airport hazards are public purposes for which the City Governing Body may raise and expend public funds and acquire land or interest in land.

Section 3. Definitions: For the purpose of this Ordinance, certain terms or words used herein shall be interpreted or defined as follow, unless the context clearly indicated otherwise:

1. Airport: The Liberal Municipal Airport.
2. Airport Elevation: The highest point of an airport's usable land area measured in feet from mean sea level.
3. Airport Hazard: Any structure or object of natural growth located on or in the vicinity of a public airport, or any use of land near such airport, which obstructs the airspace required for the flight of aircraft in landing or takeoff at such airport or is otherwise hazardous to such landing or takeoff of aircraft.
4. Structure: An object constructed or installed by man, including but without limitation, buildings, towers, smokestacks, earth formation, and overhead transmission lines.

5. Tree: Any object of natural growth.
6. Nonconforming Use: Any pre-existing structure, object of natural growth, or use of land, which is inconsistent with the provisions of this Ordinance or an amendment thereto.
7. Height: For the purpose of determining the height limits in all zones set forth in this Ordinance and shown on the zoning map, the datum shall be mean sea level elevation unless otherwise specified.
8. Person: An individual, firm, partnership, corporation, company, association, joint stock association or governmental entity. It includes a trustee, receiver, assignee or similar representative of any of them.
9. Runway: A defined area on an airport prepared for landing and takeoff of aircraft along its length.
10. Visual Runway: A runway intended solely for the operation of aircraft using visual approach procedures with no straight-in instrument approach procedure and no instrument designation indicated on an FAA approved airport layout plan, a military service's approved military airport, layout plan, or by any planning documents submitted to the FAA by competent authority.
11. Non-Precision Instrument Runway: A runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in non-precision instrument approach procedure has been approved or planned, and for which no precision approach facilities are planned or indicated on an FAA planning document or military service's military airport planning document.
12. Precision Instrument Runway: A runway having an existing instrument approach procedure utilizing an Instrument Landing System (ILS) or a Precision Approach Radar (PAR). It also means a runway for which a precision approach system is planned and is so indicated on an FAA approved airport layout plan, a military service's approved military airport layout plan, any other FAA planning document, or military service's military airport planning document.
13. Primary Surface: A surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary surface extends two hundred feet (200') beyond each end of that runway; but when the runway has no specially prepared hard surface, or planned hard surface, the primary surface ends at each end of that runway. The width prescribed in part 77 of the Federal Aviation Regulations (FAR) for

the most precise approach existing or planned for either end of that runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline.

14. Approach, Transitional, Horizontal and Conical zones: These zones apply to the area under the approach, transitional, horizontal and conical surfaces defined below.

Section 4. Zones: In order to carry out the provisions of this Ordinance, there are hereby created and established certain zones which include all of the land lying within the approach zone, transitional zones, horizontal zones, and conical zones as they apply to the Liberal Municipal Airport. Such zones are shown on the Liberal Municipal Zoning Map attached to and made a part of this Ordinance. An area located in more than one (1) of the following zones is considered to be only in the zone with the more restrictive height limitations. The various zones are hereby established and defined as follows:

1. Runway Larger Than Utility Visual Approach Zone: The inner edge of this approach zone coincides with the width of the primary surface and is five hundred feet (500') wide. The approach zone expands outward uniformly to a width of one thousand five hundred feet (1,500') at a horizontal distance of five thousand feet (5,000') from the primary surface. Its centerline being the continuation of the centerline of the runway.
2. Runway Larger Than Utility with a Visibility Minimum Greater Than Three-Quarter (3/4) Mile Non-Precision Instrument Approach Zone: The inner edge of this approach zone coincides with the width of the primary surface and is five hundred feet (500') wide. The approach zone expands outward uniformly to a width of three thousand five hundred feet (3,500') at a horizontal distance of ten thousand feet (10,000') from the primary surface. Its centerline being the continuation of the centerline of the runway.
3. Precision Instrument Runway Approach Zone: The inner edge of this approach zone coincides with the width of the primary surface and is one thousand feet (1,000') wide. The approach zone expands outward uniformly to a width of sixteen thousand feet (16,000') at a horizontal distance of fifty thousand feet (50,000') from the primary surface. Its centerline being the continuation of the centerline of the runway.
4. Transitional Zones: These zones are hereby established as the area beneath the transitional surfaces. These surfaces extend outward and upward at ninety-degree (90) angles to the runway centerline and the runway centerline extended at a slope of seven feet (7') horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal and conical surfaces. Transitional

zones for those portions of the precision approach zones, which project through and beyond the limits of the conical surface, extend a distance of five thousand feet (5,000') measured horizontally from the edge of the approach zones and at ninety-degree (90) angles to the extended runway centerline.

5. Horizontal Zone: The horizontal zone is hereby established by swinging arcs of ten thousand feet (10,000') radii from the center of each end of the primary surface of each runway larger than utility, and connecting the adjacent arcs by drawing lines tangent to those arcs. The horizontal zone does not include the approach and transitional zones.
6. Conical Zone: The conical zone is hereby established as the area that commences at the periphery of the horizontal zone and extends outward there from a horizontal distance of four thousand feet (4,000'). The conical zone does not include the precision instrument approach zones and the transitional zones.

Section 5. Airport Zone Height Limitations: Except as otherwise provided in this Ordinance, no structure or tree shall be erected, altered, allowed to grow or be maintained in any zone created by this Ordinance to a height in excess of the applicable height limit herein established for such zone. Such applicable height limitations are hereby established for each of the zones in question as follows:

1. Runway Larger Than Utility Visual Approach Zone: Slopes upward twenty feet (20') horizontally for each foot vertically beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of five thousand feet (5,000') along the extended runway centerline.
2. Runway Larger Than Utility with a Visibility Minimum Greater Than Three-Quarter (3/4) Mile Non-Precision Instrument Approach Zone: Slopes upward thirty-four feet (34') horizontally for each foot vertically beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of ten thousand feet (10,000') along the extended runway centerline.
3. Precision Instrument Runway Approach Zone: Slopes upward fifty feet (50') horizontally for each foot vertically beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of ten thousand feet (10,000') along the extended runway centerline; thence slopes upward forty feet (40') horizontally for each foot vertically to an additional horizontal distance of forty thousand feet (40,000') along the extended runway centerline.

4. Transitional Zones: Slopes upward and outward seven feet (7') horizontally for each foot vertically beginning at the sides of and at the same elevation as the primary surface and the approach zones, and extending to a height of one hundred fifty feet (150') above the airport elevation which is three thousand and thirty-three feet (3,033') above mean sea level. In addition to the foregoing, there are established height limits sloping upward and outward seven feet (7') horizontally for each foot vertically beginning at the sides of and at the same elevation as the approach zones, and extending to where they intersect the conical surface. Where the precision instrument runway approach zone projects beyond the conical zone, height limits sloping upward and outward seven feet (7') horizontally for each foot vertically shall be maintained beginning at the sides of and at the same elevation as precision instrument runway approach surface and extending to a horizontal distance of five thousand feet (5,000') measured at ninety degree (90°) angles to the extended runway centerline.
5. Horizontal Zone: One hundred fifty feet (150') above the airport elevation or a height of three thousand thirty-three feet (3,033') above mean sea level.
6. Conical Zone: Slopes upward and outward twenty feet (20') horizontally for each foot vertically beginning at the periphery of the horizontal zone and at one hundred fifty feet (150') above the airport elevation and extending to a height of three hundred fifty feet (350') above the airport elevation.
7. Excepted Height Limitations: Nothing in this Ordinance shall be construed as prohibiting the growth, construction or maintenance of any tree or structure to a height up to fifty feet (50') above the surface of the land.

Where an area is covered by more than one (1) height limitation, the more restrictive limitation shall prevail.

ARTICLE XX ADDITIONAL HEIGHT, AREA & USE REGULATIONS

Section 1. Qualifications and Supplementations to District Regulations: The regulations hereinafter set forth in this section qualify or supplement, as the case may be, the district regulations appearing elsewhere in this Ordinance.

1. In districts where public building, semi-public buildings, public service buildings, hospitals, institutional buildings, and churches and similar places of worship are permitted, one foot (1') of

additional height will be permitted for each one foot (1') of additional building setback provided.

2. Chimneys, cooling towers, elevator head houses, fire towers, grain elevators, monuments, stacks stage towers or scenery lofts, tanks, water towers, ornamental towers and spires, church steeples, or necessary mechanical appurtenances which do not conflict with airport approach zones, may be erected to a height not to exceed one hundred fifty feet (150').
3. Accessory buildings can be built in a rear yard only, but such accessory building shall not be closer than ten feet (10') from the main building or any other accessory building. An accessory building may be constructed on the rear property line if adjacent to a dedicated alley or easement, except when a garage is entered from the rear property line, a setback of ten feet (10') shall be required. If the rear property line is not adjacent to an alley or easement then an accessory building may be constructed no closer than the required side yard.

No accessory building in excess of one hundred (100) square feet may have metal exterior.

EXCEPTION: In the use of a pre-engineered wood frame structure with metal exterior covering the following shall apply:

- a) With minimum of 12-inch overhangs on the roofs with enclosed soffits.
 - b) Residential type doors and windows.
 - c) A wainscot around the perimeter of the entire building to break-up the appearance of the continuous vertical siding, using a complementing color.
 - d) The exterior wall coverings and roof to match the color of the main residential structure upon the lot that the accessory building is located.
 - e) Gutters and down spouts provided.
4. No accessory building shall be constructed upon a lot until the construction of the main building has been actually commenced, and no accessory building shall be used for dwelling purposes.
 5. The setback line shall be determined by measuring the horizontal distance from the Lot line to the nearest architectural projection of the building (porches and stoops are included).
 6. Open lattice-enclosed fire escapes, fireproof outside stairways and balconies opening upon fire towers, and the ordinary projections of chimneys and flues into the rear yard may be

permitted by the Zoning Administrator for a distance of not more than three and one-half feet (3 ½') and where the same are so placed as not to obstruct light and ventilation.

7. For the purpose of the side yard regulations, a two-family dwelling, or a multiple family dwelling shall be considered as one (1) building occupying one (1) lot.
8. Temporary building and temporary signs that are used in conjunction with construction work may be permitted in any district during the period that the building is being constructed, but such temporary building and/or sign shall be removed upon completion of the construction work or not more than thirty (30) days thereafter.
9. When a lot of tract is used for nonresidential purposes, more than one (1) principal use may be located upon the lot or tract but only when the building or buildings conform to all yard and open space requirements for the district in which the lot or tract is located.
10. No side yards are required where dwelling units are erected above commercial and industrial structures.
11. Radio, ~~and~~ television ~~and~~ communication towers ~~shall be permitted in any permitted zone I-1, I-2, or I-2A or industrial districts providing~~ shall be placed so the height of said radio or television tower does not conflict with any airport approach or landing zone or with any other ordinance and said radio or television tower is not closer than one and a half times the tower height ~~hundred fifty feet (150') to~~ from any residential dwelling distance.
12. No portion of open air swimming pool outside a building shall be located at a distance less than six feet (6') from the side yard property line, three feet (3') from the rear yard property line and a setback from the main structure is not required.
13. If forty percent (40%) or more of the existing buildings are less than the required setback, a builder may line up with the existing building line, provided that it is not less than one-half (1/2) of the required setback.
14. On lots where mobile homes are located, the minimum side lot width required shall be ten feet (10').

15. The Planning Commission may require a six foot (6') high solid wood fence or similar screening device.

Section 2. Fences: Except as otherwise provided in this Ordinance, fences may be permitted in any required yard after a permit has been obtained from the building department.

1. District "R-1" to "I-2A" inclusive: All fencing shall be constructed of brick, wood, metal, concrete block, chain link, vinyl, or other material normally intended to be used for Residential fencing. Prohibited fencing materials include Electric, or any fencing material with sharp points.
2. Barbed wire fences are prohibited in all **residential** districts.
3. Height of the fence shall not exceed six feet (6') along the rear lot line and the side lot line. In any required front yard, the height of the fence shall not exceed four feet (4') from the adjacent grade or the top of the curb as designated by the Building Inspector. However, the fence may be uniformly tapered from six feet (6') at the end of the side yard, to the front yard property line.
4. **In commercial and industrial districts**, for security purposes only, barbed wire fencing may be used. The barbed wire shall be at least six (6) feet above grade, and not to exceed seven (7) feet from the immediate adjacent grade, and shall not project beyond the property line.
5. No fence shall be constructed on any street right-of-way or in such a manner as to be hazardous or dangerous to persons or animals or adversely affect the public health, safety and welfare. (Prohibited materials include barbed wire, sharp points on wrought iron fences, and electrical fences)
6. No fence or other visual barrier shall be so located and placed that it obstructs the vision of a motor vehicle driver approaching any street or intersection. (Line of sight at intersections shall conform to the sight triangle of the City of Liberal Ordinance.)
7. No fence shall be erected or maintained which will materially damage the adjacent property by obstructing the view, shut out sunlight or hinder ventilation of the adjoining property owner.

8. No fence shall be constructed until a "no fee" permit has been obtained from the Building Department.

Section 3. Building Setback Lines: Building setback lines are hereby established for all arterial and collector streets, as shown on the approved Major Street Plan. The setback lines as established in this section, shall be held to the minimum for the purpose of promoting the public health, safety, morals, order, convenience, and economy in the process of development and shall conform with the following requirements:

1. **Arterial Streets:** No building or structure which fronts or sides on an arterial street shall be located nearer to the right-of-way line of the arterial street than the sum of the required front yard in feet plus fifty feet (50').
2. **Collector Streets:** No building or structure which fronts or sides a collector street shall be located nearer to the right-of-way line of the collector street than the sum of the required front yard in feet plus forty feet (40').

Section 4. Lots of Record: A lot or group of lots which were platted and recorded in the office of the Register of Deeds prior to the Effective date of this Ordinance may be used for any purpose permitted in the district in which it is located; provided, that no residential building permit shall be issued for the construction of a residential structure on a lot or group of lots that do not conform with the minimum yard and height requirements unless specifically authorized by the Board of Zoning Appeals.

Section 5. Canopy and Marquee: A canopy or marquee may be permitted to "overhang a public way" in District "C-3" providing:

1. The canopy or marquee is constructed and maintained in accordance with the City Building Code and other codes, ordinances and resolutions.
2. No portion of the canopy or marquee shall be less than eight feet (8') above the level of the sidewalk or other public way.
3. The canopy or marquee shall not extend beyond a point two feet (2') inside the curb line of a public street.

Section 6. Plans and Approval Required:

1. Plans showing layout and design of all curb cuts, driveways and off-street parking areas shall be submitted and approved by the City Engineer prior to a permit being issued.
2. Before approving the parking layout, the City Engineer shall satisfy himself that the spaces provided are usable and meet standard design criteria. All required off-street parking areas, including access drives, shall be improved with asphalt, concrete or similar dust free surface and all parking spaces shall be clearly marked and provide safety barriers.

Section 7. Sidewalks:

1. No building or structure shall hereafter be constructed or relocated within the City of Liberal, Kansas, unless said application and permit required herein for said building or structure shall include the construction of sidewalks per City specifications set forth in Article 3, Chapter 15 of this Code of Ordinances.
2. Sidewalk construction shall hereafter be and is a part of all building or structure construction or relocation permits.
3. All plans, designs and specifications for sidewalks shall conform to existing sidewalks in any given block. The City Engineer shall review the plans and determine the type of sidewalk and the grade that is to be constructed.

Section 8. Home Occupations.

1. Any home occupation that is customarily incidental to the principal use of a building as a dwelling or its' accessory building, shall be considered a **special conditional** use in any residential or agricultural district. The applicant for a home occupation must make application to the Board of Zoning Appeals, as provided in Article XXIII, Section 6 of the Zoning Regulations. In addition to the requirements set forth in **Article XXIII**, notices shall be mailed not less than twenty (20) days prior to the date of the meeting to owners of property within a radius of two hundred feet (200') of the external boundaries of the property described in the application using for this purpose the name and address of such owners as are shown on the latest official tax roll of the County of Seward. Such notice shall contain all pertinent data related to the case.

2. A home occupation is defined as a business, profession, occupation or trade conducted entirely within a dwelling or its' accessory building, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes, providing either a service or a product, yet does not change the character thereof, and in connection with which there is no commodity sold upon the premises except that which is produced thereon. The home occupation shall not involve the use of commercial vehicles for delivery of materials to and from the premises.
3. In addition to all of the Use Limitations applicable to the district in which it is located, no home occupations may be permitted unless it complies with the following restrictions:
 - a. The primary use of the building or structure in which the occupation is situated is clearly the dwelling or its' accessory building used by the person as his or her private residence.
 - b. No alteration of the exterior of the principal structure shall be made which changes the character thereof as a residence or its' accessory building.
 - c. There shall be no use of utilities or community facilities beyond what normal to the use of the property for residential purposes.
 - d. No inventory or storage, other than immediate samples, are stored on the premises. All storage of immediate samples must be in an enclosed area concealed from public view.
 - e. No more than one (1) person other than a member of the immediate family occupying such dwelling shall be employed.
 - f. The home occupation shall not involve the use of advertising signs on the premises or any other local advertising media which calls attention to the fact that the home is being used for business purposes, telephone number listing expected.
 - g. No equipment or machinery is used in such activities that is perceptible off the premises by reason of noise, smoke, odor, dust, radiation, electrical interference or vibration.
 - h. Parking shall be handled in such a manner as not to impede or hinder traffic on any public right- of-way. Parking must be provided on the property used for the home occupation. No public right-of-way shall be used for Home Occupation parking other than the right-of-way adjacent to the parking being utilized.

4. Customary home occupations include, but are not limited, to the following list of occupations. However, each listed occupation must also fulfill the requirements of Section 8-3.

- a. Accountant.
- b. Architect and Engineer.
- c. Artist.
- d. Author or Writer.
- e. Clergyman.
- f. Contractor's Office only.
- g. Cosmetologist.
- h. Home Crafts (not to include hobby shops)
- i. Lawyer.
- j. Photographer.
- k. Salesman selling no merchandise on premises.
- l. Seamstress.
- m. Secretary-Typist.
- n. Music Teacher.
- o. Stables and Kennels (permitted in "A-L" District only).
- p. Upholstery Shops.
- q. Small Appliance Repair.
- r. Bed & Breakfast

5. Home Occupations shall not include any of the following uses:

- a. Dancing Schools.
- b. Funeral Homes.

- c. Restaurants.
 - d. Tourist Homes and Boarding Homes.
 - e. Renting of Trailers.
 - f. Medical or Dental Offices, Clinics or Hospitals.
 - g. Animal Hospitals.
 - h. Antiques - Retail.
 - i. Auto Body Work.
 - j. Metal Welding Shops.
6. All persons engaged in the operation of a home occupation as of May 3, 1983, may continue such use provided said usage complied with the definition of "Home Occupation" as defined in Ordinance No. 3475, Article III, Rules and Regulations, item No. 29. Said Ordinance No. 3475 being adopted on the 21st day of July, 1980.
 7. The Board of Zoning Appeals may void any Home Occupation for noncompliance with the conditions set forth in approving the permit.

Section 9. Child Care Facilities.

1. The following are definitions of day care facilities broken down as to licensing requirements and number of children under an individual's care.
 - a. **Day Care Home.** A facility providing care for six or less children in a residential structure as a home occupation and which is licensed and regulated by either the Seward County Health Department or the Kansas Social and Rehabilitation Services.
 - b. **Group Day Care Home.** A Day Care School or Nursery School providing care for a maximum of twelve (12) children in a residential structure as a home occupation and which is licensed and regulated by the Seward County Health Department or the Kansas Social and Rehabilitation Services.
 - c. **Child Care Center.** A Child Care facility providing care for thirteen (13) or more children which is licensed and regulated by the

Seward County Health Department or the Kansas Social and Rehabilitation Services.

d. **Pre-School.** This shall include educational pre- schools, Montessori Schools, Church sponsored pre-schools, cooperatives and nursery schools providing learning experiences for children in a church building, school or in a hall of a fraternal organization which is licensed and regulated by the Seward County Health Department or the Kansas Social and Rehabilitation Services.

2. a. Day Care Homes are conditional uses in Districts "A-L", "R-1", "R-2", "R-3".

b. Group Day Care Homes are conditional uses in Districts "A-L", "R-1", "R-2", "R-3".
c. Child Care Centers are conditional uses in Districts "R-3", "C-1", "C-2" and "I-P".
d. Pre-Schools are conditional uses in Districts "A-L", "R-1", "R-2", "R-3", "C-1", "C-2".
3. All persons now engaged in the operation of a Day Care Home and Group Child Day Care Center and Pre-Schools as of May 2, 1983, shall be exempt from the provisions of this Ordinance as long as that activity is continued by the same operator in the same premises and continues to be licensed and regulated by the Seward County Health Department or the Kansas Social and Rehabilitation Services.

ARTICLE XXI LANDSCAPING REGULATIONS

6. Intent Of Landscape Review Guidelines and Standards:

The City of Liberal has adopted a landscaping review process for building sites, fences, walls and other exterior aspects of private development. The process is designed to integrate architectural elements with the surrounding neighborhood and to visually screen undesirable elements of private developments and provide for appropriate barriers against traffic, noise, heat, glare and dust. The purpose of such landscaping is to provide greenery to visually soften paved areas and buildings, provide shade, give maximum absorption of surface water and generally enhance the quality and appearance over the entire area of the project.

7. Landscape Review As Pre-Requisite To Issuance Of Building Permit:

All applications for permits for the construction of any building or structure within any "C-O", "C-1" (where less than one hundred percent (100%) of the property is covered by a building), "C-2", "C-3", "R-2" (duplex only), "R-3", "I-P", and "PUD" Zoning Districts within the city shall be accompanied by two (2) copies of the landscape plans. Single-family residential structures are exempt from this process. The plans shall depict the elevations of all proposed buildings or structures and the proposed landscaping or other treatment of grounds, adjacent thereto. Within twenty (20) days after the receipt thereof, the Planning and Zoning Department Director shall review said landscape plans, shall either approve, modify or disapprove them. The Planning and Zoning Department Director may impose reasonable conditions upon any approval and such conditions shall be complied with.

No permit for the construction of any building or structure shall be issued in any case hereinafter mentioned unless such landscaping plans, drawings or sketches have been approved by the Planning and Zoning Department Director or the Planning Commission, as the case may be. All additions to buildings or structures in the zoning district that are of five hundred square feet (500 sq. ft.) or greater shall invoke the stipulations of this Article. The applicant can defer the installation of plantings for a period of six (6) months by submitting a bid from an area nursery made out to both the applicant and the City of Liberal for the amount of the cost and installation of said plantings. Said bid shall be accompanied by a bond for the same amount made out to the City of Liberal and shall be valid for seven (7) months. Upon the expiration of the six (6) month period, and the applicant has not conformed with the approved landscape plan, the bond shall be forfeited and the City of Liberal shall then order the installation of said improvements to the bid.

8. Issuance Of Occupancy Permit:

No occupancy permit shall be issued until the landscape requirements have been complied with, with the exception of those portions, which have been deferred, by either the Planning and Zoning Department Director or the Planning Commission. In general, landscaping will not be advisable during June – September of each calendar year.

9. Appeal To The Planning Commission:

In the event the applicant, any interested person or the City of Liberal is aggrieved by the decision of the Planning and Zoning Department Director, the party may, within ten (10) days appeal to the Board of Zoning Appeals. The Board may affirm, modify, or reverse the decision of the

Planning and Zoning Department Director within thirty (30) days following the filing of such appeals. Action of the Board shall be final.

10. Landscaping and Buffering

This section sets out the minimum landscaping and buffering requirements for new development within the City of Liberal. Three different types of landscaping/buffering are described in this section: Open Space Landscaping, Parking Lot Landscaping and Right-of-Way, and Transition Buffers. All new development shall blend with the existing character of the corridor and shall contain, as an integral component of the site design, the preservation of existing agricultural open space and/or the reintroduction of native prairie grass and other natural vegetation.

Exemptions

The following shall be exempt from the standards of this section:

- A. Single-Family; Single-Family dwelling (attached or detached) on its own lot.
- B. Downtown Development Landscaping: exempt from immediate compliance; rather, a two-year grace period granted, after which the developer makes improvements or grants access to the city, which may make improvements and assess costs against the property.
- C. Existing Development; Changes in Use. Improvements or repairs to existing development that do not result in an increase in floor area and changes in use that do not result in an increase in intensity.

Open Space Landscaping

The Open Space Landscaping standards are encouraged to be installed for all development.

- A. Plant Units Required. At least three plant units shall be provided for each 1,000 square feet of lot area or fraction thereof.
- B. Location of Plant Units. Plant units required pursuant to this section shall be installed in required front and street side yard setback areas to the maximum extent possible.
- C. Limit on Plant Units Required for Residential Development. In no case shall more than 45 plant units be required to be installed on any single-family or duplex lot.
- D. Easements. Established landscaping easements shall be preserved.

Parking Lot Landscaping

These Parking Lot Landscaping standards shall apply to all off-street parking areas containing more than five off-street parking spaces. They shall not apply to Vehicle/Equipment Storage lots, Vehicle and Equipment Sales lots or multi-level parking structures.

A. **Parking Area Screening.** Off-street parking areas shall be screened from view of the public right-of-way and from adjacent lots zoned residential. Screening shall be accomplished by shrubs, earthen berms, walls or any combination of such materials. Required screens shall be located within a landscape buffer strip with a minimum width of five feet. At least 60 plant units shall be provided within the required buffer strip for each 100 linear feet of buffer strip. Plant units shall not be required if an earthen berm or wall design is approved. Parking area screening shall be designed to obscure views of parked cars from off-site. Landscaping provided to satisfy Right-of-Way and Transition Buffer standards shall count toward satisfy these Parking Area Screening standards.

B. **Interior Area.** The following requirements shall apply to the interior of off-street parking areas. Landscaping provided to meet the Open Space, Parking Area Screening, Right-of-Way and Transition Buffer or other landscaping standards of this section shall not be counted towards meeting a project's Parking Lot (Interior Area) Landscaping requirements.

- 1) Benefits of interior landscaping include the addition of color and interest, relief from rows of parked cars and asphalt, shade and windbreaks, and assist with vehicular circulation.
- 2) Parking lot perimeters are not included in the calculations of the interior planting. The required amount of landscaping is determined by the table, shown below. Landscaped areas outside the parking lot (ex. highway setback, pad sites, etc.) may not be used to meet the interior planting requirements.

Landscaping Required by Percent of Total Area			
	<u>Total Site Area (in square feet)</u>		
	7,000 to 49,000	50,000 to 149,000	150,000 and over
Percent to be Landscaped	5%	8%	10%

- i. The percentage shown may be accomplished through planting islands, buffering adjacent to the building, and/or an addition to the setback.
- ii. The use of planting islands every other aisle of parking will create an environmentally comfortable parking area. The islands are required to be a minimum of 10 feet wide.
- iii. A deciduous tree is recommended for every 300 square feet of planting area. For purpose of safety and visibility, trees must have a clear trunk of at least 6 feet above finish grade. Deciduous trees with low evergreen shrubs below is recommended.
- iv. Buffering adjacent to the building is required at a minimum of 10 feet deep.
- v. All plant material used in this section must be from the list of plants provided or be approved by the Plan Commission.
- vi. Landscaping that extends beyond the 20 foot setback must meet the requirements established for the original median and setback.
- vii. Location. Parking Lot Landscaping shall be reasonably dispersed throughout off-street parking areas.
- viii. Planting Areas. The interior dimensions of any planting area used to satisfy Parking Lot Landscaping standards shall be sufficient to protect plant materials and to ensure proper growth. Planting areas that contain trees shall be at least seven feet wide, and all planting areas shall be protected by raised curbs or wheel stops to prevent damage by vehicles and vehicle overhang.

Right-of-Way and Transition Buffers

The Right-of-Way and Transition Buffer standards of this section require landscape buffers to be provided and maintained when certain land uses are adjacent to one another or when adjacent to certain roadway types. The standards are intended to help ease the land use transition between areas of varying development intensity; to ensure land use compatibility; and preserve the appearance of roadway areas.

- A. Exemption for Integrated Site Plans on Large Parcels. Uses in the Mixed-Use Office and Neighborhood Services district, developed as an integrated mixed land use on a parcel greater than 20 acres, and approved with an integrated landscape plan, shall be exempt from the Right-of-Way and Transition Buffer standards.
- B. Determination of Right-of-Way and Transition Buffer Requirements. The following procedure shall be followed in determining the type of buffer required.

- ii. Identify the minimum zoning classification required to accommodate the proposed use. This is the “Proposed Development/Zoning” classification of Column 1.
- iii. Identify the actual zoning classification of the abutting site(s). This is the “Adjacent Development/Zoning” classification.
- iv. Identify the classification of the roadway adjacent to the site of the proposed development. This is the “Adjacent Street” classification.
- v. Determine the type of buffer required on each building site boundary (or portion thereof) by referring to the Right-of-Way and Transition Buffer Table.
- vi. Refer to Description of Buffer Types and Options and select the desired landscaped buffer option from those set forth in that section. Any of the listed options, at the option of applicant, may be used to satisfy Right-of-Way and Transition Buffer requirements.

Proposed Development Zoning	ADJACENT DEVELOPMENT/ZONING						Kansas Avenue	Pancake Boulevard
	AG, R-1	Mod Den	C-O, C-1	C-2, I-P	I-1, I-2	C-3		
R-2	---	A	B	C	C	C	D	C
Mod Density R-3, PD, M-H, M-P	A	---	A	B	C	C	C	B
C-O, C-1	B	A	---	A	C	C	B	B
C-2, I-P	C	B	A	---	B	C	B	B
I-1, I-2	C	C	C	B	--	D	B	B
Downtown C-3	B	C	C	B	--	--	A*	NA

* Required if lot area facing Kansas Avenue is available given building setbacks; otherwise, no transition buffer landscaping required in the C-3 Downtown along Kansas Avenue.

B. Description of Buffer Types and Options

Buffer Type "A"

Width (feet)	Plant Units (per 100 feet of buffer length)	Primary Plant Material
7	60	Small Evergreen Trees
15	40	Conifers/Evergreens/Evergreen Shrubs

Buffer Type “B”

Width (feet)	Plant Units (per 100 feet of buffer length)	Primary Plant Material
15	120	Small Evergreen Trees
25	100	Conifers/Evergreens/Evergreen Shrubs

Buffer Type “C”

Width (feet)	Plant Units (per 100 feet of buffer length)	Primary Plant Material
25	160	Large Deciduous/ Evergreen Trees
35	140	Conifers/Evergreens/Evergreen Shrubs

Buffer Type “D”

Width (feet)	Plant Units (per 100 feet of buffer length)	Primary Plant Material
35	240	Fence/Wall or Berm + Large Deciduous
45	200	Large Deciduous/Evergreen Trees

C. Location of Buffers. Right-of-Way and Transition Buffers ~~may~~ **shall** be required to be located along those portions of a site that are adjacent to public rights-of-way and along those portions adjoining lots with a different zoning classification. In the case of modifications or additions to an existing building or site, buffers shall only be required along those portions of the site that are directly affected by the proposed improvements, as determined by the City.

D. Use of Buffers. Required buffers shall be reserved solely for screening and landscaping. No proposed building addition, structure, parking area or any other type of physical land improvement shall be located in a required buffer, provided that driveways or roads may cross required

buffer if necessary to provide access to the building site. Sidewalks and pedestrian paths may also be located within required buffers.

- E. **Responsibility for Installing Buffers.** The developing property shall always be responsible for providing required buffers; except that, Downtown buffer installation shall be exempt from immediate compliance; rather, a two-year grace period may be granted, after which the developer shall make improvements or grant access to the city, which may make improvements and assess costs against the property. If any developing site is adjacent to an undeveloped site and has a less intensive zoning classification than the adjacent, undeveloped site, the developing site shall have the option of merely setting aside the required land area for the buffer. Then, when the adjacent site develops, it shall be responsible for installing the required plant material.

Dumpster Screening

Dumpsters located in commercial districts shall be completely screened from view of roadways and adjacent sites by fences, walls or vegetative screens. The screen shall provide complete visual screening of the dumpster and be compatible in material and color with the principal structure on the lot.

Landscape Material Standards

The following standards shall be considered the minimum required planting standards for all trees and landscape material.

- A. **Plant Units.** Many of the landscaping standards of this section are expressed in terms of the number of “plant units” required. The following table provides a breakdown of plant unit equivalencies.

Type of Plant Material	Equivalent Plant Units
Medium or Large Deciduous Tree	10
Small Deciduous or Ornamental Tree	5
Conifer or Upright Evergreen	7
Shrub	1

- B. **Plant Quality.** Plants installed to satisfy the requirements of this shall conform to or exceed the plant quality standards of the most recent

edition of American Standard for Nursery Stock, published by the American Association of Nurserymen. Plants shall be nursery grown and adapted to the local area.

- C. Artificial Plants. No artificial plants or vegetation shall be used to meet any standards of this section.
- D. Trees Recommended. Where required or permitted, trees should be of ornamental, evergreen, or of the large deciduous types, such as oak, maple, ash, hickory, or thornless honey locust.
- E. Species Mix. When more than ten trees are required to be planted to meet the standards of this section, a mix of species shall be provided. The number of species to be planted shall vary according to the overall number of trees required to be planted in accordance with the following requirements:

Required Number of Trees	Minimum Number of Species
11-20	2
21-30	3
31-40	4
41+	5

- F. Sizes.
 - i. Medium and Large Deciduous Trees. Medium and large deciduous trees planted to satisfy the standards of this section shall have a minimum caliper (diameter) of two inches, measured at a point that is at least six inches above ground level.
 - ii. Small Deciduous or Ornamental Trees. Small deciduous and ornamental trees planted to satisfy the standards of this section shall have a minimum height of four feet.
 - iii. Conifers. Conifers planted to satisfy the standards of this section shall have a minimum height of five feet.
 - iv. Upright Evergreens. Upright evergreens planted to satisfy the standards of this section shall have a minimum height of four feet.

- v. Shrubs (Deciduous and Conifer). Shrubs may be of a size determined by the applicant, unless otherwise indicated by other sections of this development code.
- vi. Ground Treatment. The ground area within required landscape areas shall receive appropriate landscape treatment and present a finished appearance and reasonably complete coverage upon planting. The following standards shall apply to the design of ground treatment:
 - G. Ground Cover. Ground cover appropriate for the area may be planted in lieu of turf grass. Ground cover shall be of a size and spacing to provide a minimum of 50 percent coverage after the first full growing season and complete coverage at maturity. Edging shall be provided for all ground cover.
 - H. Mulch. Mulch shall be installed and maintained at a minimum depth of two inches on all planted areas except where ground cover plants are fully established. Mulch may be used as a permanent ground treatment in those landscape designs where ground cover or grass is inappropriate.
 - I. Grass Seed and Sod. Turf areas shall be planted with species suitable as permanent lawns in Liberal. Where grass seed is used, maintenance shall be provided until coverage is complete, and complete coverage shall be provided after the first full growing season.
 - J. Use of Existing Plant Material. Vegetation and plant material that exists on a site prior to its development may be used to satisfy the landscaping standards of this section provided that it meets the size, variety and locational requirements of this section.

Installation and Maintenance

- A. Installation. All landscaping shall be installed according to sound nursery practices in a manner designed to encourage vigorous growth. All landscape material, living and non-living, shall be healthy and in place prior to issuance of final Occupancy Certificate. A temporary Occupancy Certificate may be issued prior to installation of required landscaping if written assurances and financial guarantees are submitted ensuring that planting will take place when planting season arrives.
- B. Maintenance. Trees, shrubs, fences, walls and other landscape features depicted on plans approved by the City shall be considered as

elements of the project in the same manner as parking, building materials and other details are elements of the plan.

- C. The land owner, or successors in interest, or agent, if any, shall be jointly and severally responsible for the following:
- 1) Regular maintenance of all landscaping in good condition and in a way that presents a healthy, neat, and orderly appearance. All landscaping shall be maintained free from disease, pests, weeds and litter, including picking up sacks along Kansas Avenue, given its high visibility in the community. This maintenance shall include weeding, watering, fertilizing, pruning, mowing, edging, mulching or other maintenance, as needed and in accordance with acceptable horticultural practices;
 - 2) The repair or replacement of required landscape structures (e.g., walls, fences) to a structurally sound condition;
 - 3) The regular maintenance, repair, or replacement, where necessary, of any screening or buffering required by this section; and
 - 4) Continuous maintenance of the site.
- D. Replacement. Required landscaping shall be replaced with equivalent landscaping if it is not living within one year of issuance of a Certificate of Occupancy; except that, Downtown replacement may be required after two years.
- E. Clean-up. At the time landscaping improvements are made, the property shall be cleaned up of trash and rubbish, and shall be maintained free of debris as part of the maintenance requirements in this section.

Alternative Compliance

Applicants shall be entitled to demonstrate that the intent of this section can be more effectively met, in whole or in part, through alternative means. If approved, an Alternative Compliance Landscape Plan shall be substituted, in whole or in part, for a landscape plan meeting the express terms of this section.

- A. Procedure. Alternative Compliance Landscape Plans shall be prepared and submitted in accordance with the procedures established by Liberal. The plan shall be clearly labeled as an "Alternative Compliance Landscape Plan," and the plan shall clearly delineate and identify the modifications and alternatives proposed.

B. Review Criteria. In reviewing proposed Alternative Compliance Landscape Plans, favorable consideration shall be given to exceptional landscape designs that attempt to preserve and incorporate existing vegetation in excess of minimum standards and plans that demonstrate innovative design and use of plant materials. Alternative Compliance Landscape Plans may be approved upon a positive finding for all of the following criteria:

- 1) Natural land characteristics or existing vegetation on the proposed development site would achieve the intent of this section.
- 2) Innovative landscaping or architectural design is employed on the proposed development site to achieve a buffering effect that is equivalent to the buffer standards of this section;
- 3) The required landscaping or buffering would be ineffective at maturity due to topography or the location of improvements on the site; or
- 4) The proposed alternative represents a plan that is as good or better than a plan prepared in strict compliance with the other standards of this section.

Incentives

Applicants shall be considered for incentive financing in the Downtown for grant funding programs conditioned on timely landscaping improvements. Business owners who have complied with this section may be included in grant programs and loan subsidies as part of Downtown improvement programs.

Applicants who improve landscaping in public open space areas, such as the public parks, may be considered for building permit credits; and applicants who prune trees on the public rights-of-way may be considered for building permit credits.

The following city program should be offered to Downtown businesses:

City of Liberal Commercial Property Beautification Program

Businesses will be reimbursed at a rate of 20 percent of the total cost, not to exceed \$4,000 per business. Applicants must provide the information and follow criteria, as listed below.

The applicant must:

- Be a owner of a commercial property with frontage on a major thoroughfare street.
- Identify the nature, scope and location of the project.
- Provide a detailed landscape plan, expenditure plan, maintenance budget and irrigation plan if applicable.
- Comply with state and local codes and ordinances.
- Receive approval from the City to assure compliance with the regulations.
- Conform to and be compatible with the city comprehensive plan.
- Improve property in the public right of way or visible from the public street, and not attach improvements to private structures.

11. Landscape Maintenance:

- A. All vegetation shall be provided with an adequate, permanent and accessible source of water, which shall be provided, by installed on-site water sources.
- C. All vegetation shall be maintained free of physical damage or injury from lack of water, excess of chemical fertilizer and other toxic chemicals, blight or diseases and such vegetation or those that show signs of damage or injury at any time shall be replaced by the same, similar or substitute vegetation at full growth.

ARTICLE XXII NONCONFORMING USES

NONCONFORMING STRUCTURES

1. Maintenance and repair. Remodeling of a Nonconforming Structure within the existing Building footprint shall be permitted without a Variance. Any Nonconforming Structure damaged to the extent of 50 percent or less of its fair market value by fire, wind, tornado, earthquake or other natural disaster may be rebuilt, provided such rebuilding does not increase the Intensity of Use as determined by the number of Dwelling Units (for residences) or Floor Areas or ground coverage (for nonresidential uses). The Structure shall not be rebuilt closer to the property line than the original Structure or the applicable Setback lines, whichever is closer. In the City of Wichita only, Nonconforming Structures damaged 50 percent or less of their fair market value by flooding may be rebuilt as set forth in this section, provided such reconstruction shall conform to all

requirements of the Building Code related to construction in flood hazard areas. Any Building so damaged more than 50 percent of its value may not be rebuilt, repaired, or used unless it is made to conform to all regulations for Buildings in the District in which it is located, provided that such restoration as may be made is to the fullest extent possible in conformance with development standards.

2. Enlargement and expansion. Any expansion of the Nonconforming Structure that increases the degree of nonconformance is prohibited. Other expansions of the Structure shall be permitted and shall not require a Variance. The initial determination of whether a proposed expansion increases the degree of Nonconformity shall be made by the Zoning Administrator, with an appeal to the Board of Zoning Appeals.

3. Relocation. If a Nonconforming Structure is relocated within the area to which this Code is applicable, it shall be placed only in a location in which it fully conforms with the requirements of this Code.

4. Unsafe Structures. Nothing in this section shall be construed to permit the continuing use of a Building found to be in violation of basic life safety or health codes of the City or County. The right to continue to use a noncomplying Structure shall be subject to all applicable housing, building, health and other life safety and health codes of the jurisdiction in which the Building is located.

Section 1. May be continued:

1. The following lawful uses of land may be continued.
 - a. A use of land which existed prior to the effective date of Section 29-201 through Section 29-225 of the Revised Ordinances of the City of Liberal, Kansas, 1950.
 - b. A use of land existing at the time of annexation of such land to the City, including that land used for the purpose of storing junk, scrap iron, and scrap material, including dismantled and wrecked automobiles or other vehicles, or other types of open storage and which is located in other than "I-2" Heavy Industrial District, shall be discontinued within five (5) years of annexation unless rezoned to an "I-2" District.
 - c. A use of land existing at the time an amendment is made to the Zoning Ordinance, which changes such land to a more restrictive district even though such use does not conform to the provisions of this Ordinance. However, if such nonconforming use, or another nonconforming use to which the land may be changed, is discontinued for a period of six (6) months or more, then any future use of said premises shall be only in accordance with the provisions of the Zoning Ordinance.

Section 2. May not be continued: Nonconforming use, which may not be continued:

1. Whenever a nonconforming use of a building has been changed to a more conforming use, such use shall not thereafter be changed to a less conforming use.
2. A nonconforming building which has been damaged to the extent of more than sixty percent (60%) of its structural value by fire, explosion, act of God or the public enemy shall not be restored, except in accordance with all zoning regulations. In the event of a question as to the structural value of such a building, the same shall be determined by three (3) appraisers; one (1) of whom shall be selected by the Governing Body, one (1) of whom shall be selected by the owner of the building, and the third appraiser shall be selected by the two (2) appraisers so selected. If the first two (2) appraisers so selected cannot agree on the selection of the third such appraiser, the Judge of the appropriated court shall be requested to appoint such third appraiser. The decision of the appraisers, or a majority of them, shall be final and conclusive and shall be binding upon all concerned for the purpose of determining whether the damaged property may be restored. The property owner shall pay the cost of such appraisal.
3. The nonconforming use of a building or premises for the purpose of dismantling to wrecking automobiles or other vehicles of any kind or for the purpose of storing junk, scrap iron and scrap material, including dismantled and wrecked automobiles or other vehicles, or other types of storage and which is located in other than "I-2" Heavy Industrial District, shall be discontinued within five (5) years from the effective date of this Ordinance, and the buildings or premises thereafter devoted to a use permitted in the district in which such buildings or premises are located.
4. Where land is used for business signs, bulletin boards, or billboards, at the time of passage of the Zoning Regulations, and are not in conformance with the Zoning Regulations, the use of such land for said business signs, bulletin boards, or billboards shall be discontinued and the sign removed within five (5) years after the effective date of the Zoning Ordinance. Land, as used in this paragraph, shall mean signs on supports on vacant land as well as signs on buildings.

**ARTICLE XXIII
ENFORCEMENT, VIOLATION AND PENALTY**

Section 1. Enforcement: The City Building Inspector, or anyone designated by the City manager, shall administer and enforce this Zoning Ordinance. Appeal from the decision of the enforcing officer may be made to the Board of Zoning Appeals.

Section 2. Certificate of Occupancy:

1. Subsequent to the effective date of this Zoning Ordinance, no change in use or occupancy of land nor any change in the use or occupancy of an existing building shall be made, nor shall any new building be occupied until a certificate of occupancy has been issued by the Building Inspector. The certificate of occupancy shall state that the land and/or building comply with the provisions of this Zoning Ordinance.
2. No permit for excavation or the erection or alteration of any building shall be issued before an application has been made and approved for a certificate of occupancy and compliance and no building or premises shall be occupied until such certificate is issued.
3. A record of all certificates of occupancy shall be kept on file in the office of the Building Inspector and copies shall be furnished for two dollars (\$2.00) on request by any person having an interest in the land or building affected.
4. Buildings used for single-family purposes shall be exempt from this requirement.

Section 3. Plats: Each application for a building permit shall be accompanied by a plat in duplicate, drawn to scale, showing the actual dimensions of the lot to be built upon, the size, shape and location of the building to be erected and such other information as may be necessary to provide for the enforcement of this regulation. A record of applications and plats shall be kept in the office of the Building Inspector.

Section 4. Violation and Penalty

1. The owner or agent of a building or premises in or upon which a violation of any provision of this Ordinance has been committed or shall exist; or the lessee or tenant of an entire building or entire premises in or upon which a violation has been committed or shall exist; or the agency, architect, building contractor or any other person who commits, takes part or assists in any violation or who maintains any building or premises in or upon which a violation has been committed or shall exist, shall be punished by a fine not to exceed five hundred dollars (\$500). Each and every day that such violation continues shall constitute a separate offense.

2. In case any building or structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any building, structure or land is used in violation of this regulation, the appropriate authorities of said area, in addition to other remedies may institute injunction, mandamus, or other appropriate action or proceedings to prevent such unlawful erection, construction, maintenance or use, or to correct or abate such violation or to prevent the occupancy of said building, structure, or land.

Section 5. The City Inspection Department shall be responsible for the inspection and approval of water and sanitary sewer systems, septic tank systems, and other waste disposal systems installed in the incorporated limits of the city and its Extraterritorial Area.

ARTICLE XXIV LIBERAL METROPOLITAN AREA BOARD OF ZONING APPEALS

Section 1. Board of Zoning Appeals Established: Pursuant to KSA 12-759, there is hereby created a Board of Zoning Appeals for the City of Liberal, Kansas and the Extraterritorial Area. Said board shall consist of seven (7) members with two (2) members serving three (3) year terms, one (1) member serving a two (2) year term and two (2) members serving a one (1) year term, all of whom shall be residents of the City of Liberal, Kansas and one (1) member from the Extraterritorial Area serving a three (3) year term and one (1) serving a two (2) year term. All terms after the initial appointment will be for a period of three (3) years. Members are appointed by the Mayor with the consent of the City Commission at their first regular meeting in January of each year and take office at the next regular meeting of the Commission. Vacancies are filled by appointment for the unexpired term.

Section 2. Election of Officers: The Board shall annually elect one (1) of its members as Chairman and shall appoint a Secretary who may be an officer or an employee of the City.

Section 3. Rules of Procedure: The Board shall adopt bylaws and rules of procedure for the conduct of business.

Section 4. Meetings: Meetings of the Board shall be held at the call of the Chairman and at such other times as the Board may determine.

Section 5. Records: The Board shall keep minutes of its proceedings, showing evidence presented, findings of fact by the Board, decisions of the Board and

voting upon each question. Records of all official actions of the Board shall be filed in its office and shall be a public record.

Section 6. Filing Fees: For the purpose of wholly or partially defraying the cost of the proceedings prescribed herein, including publication costs, the applicant for a variance/exception, upon filing an appeal, shall pay to the Secretary of the Board of Zoning Appeals a fee in the amount of one hundred seventy five dollars, (\$175).

Section 7. Public Hearing and Notice: The Board of Zoning Appeals shall fix a reasonable time for hearing of an appeal or other matter referred to it. Notice of time, place, and subject of such hearing shall be published once in the official newspaper at least twenty (20) days prior to the date fixed for hearing. A copy of said notice shall be mailed to each party to the Appeal and to the Planning Commission.

Section 8. Powers and Jurisdictions: The Board of Zoning Appeals shall administer the details of appeals or other matters referred to it regarding the application of the Zoning Ordinance. The Board shall have the following specific powers:

1. To hear and decide on appeals where it is alleged that there is error in any order, requirement, decision or determination made by an Administrative Official in the enforcement of the Zoning Ordinance.
2. To interpret the provisions of this Ordinance in such a way as to carry out the intent and purpose of the adopted Comprehensive Plan, and as shown upon the Zoning District Map fixing the several districts and accompanying and made a part of this Ordinance, where the street layout actually on the ground varies from the street layout as shown on the Zoning District Map.
3. To permit a variation in the yard requirements of any district where there are practical difficulties or unnecessary hardships in the carrying out of these provisions due to an irregular shape of the lot, or topographical or other conditions; provided, that such variation will not seriously affect any adjoining property or the general welfare or where variations may be permitted which allow unusual arrangement on the lot and still clearly and unmistakably accomplish the intent of this Ordinance. The Board must find that the granting of such variance will not merely serve as a convenience to the applicant, but will alleviate some demonstrable or unusual hardship or difficulty.
4. To hear and grant exceptions to district zoning regulation subject to Section 11 below.

Section 9. Procedure:

1. Appeals to the Board of Zoning Appeals may be taken by any person aggrieved, or by any officer of the City or any governmental agency or body affected by any decision of the official administering the provision of the Zoning Ordinance.
2. Appeals shall be taken within a reasonable time, as provided by the rules of the Board, by filing a notice of appeal specifying the grounds thereof and payment of the required filing fee.
3. Appeals and requests to the Board for variances and exceptions to this Zoning Ordinance shall be prepared and submitted on forms approved and furnished by the Planning Commission.
4. After filing the required appeal or request and payment of the required fee, the Board of Zoning Appeals shall advertise and hold a public hearing as provided in Section 7 above.
5. Notice of the decision of the Board of Zoning Appeals shall be in writing and transmitted to applicant. A copy of such decision shall also be transmitted to the Building Official for action, if action is required.
6. Any person, official or governing agency dissatisfied with any order or determination of said Board may bring action in the District Court of Seward County, Kansas, to determine the reasonableness of any such order or determination.

Section 10. Variances to this Ordinance:

1. The applicant must show that his property was acquired in good faith and, where by reason of exceptional narrowness, shallowness or shape of his specific piece of property at the time of the effective date of this Zoning Ordinance or where by reason of exceptional topographical conditions or other extraordinary or exceptional circumstances, that the strict application of the terms of this Zoning Ordinance actually prohibit the use of his property in the matter similar to that of other property in the zoning district where it is located.
2. Variances are limited to yard regulations may not be more than one-half ($\frac{1}{2}$) the required yard and shall not encroach upon the required setback for adjacent buildings.
3. In granting a variance, the Board of Zoning Appeals must satisfy itself, from the evidence heard before it, that the granting of the variance will

alleviate a clearly demonstrable hardship approaching confiscation as distinguished from a special privilege or convenience sought by the owner. The Board shall also find that the variance, if granted, is in harmony with the intended spirit and purpose of this Zoning Ordinance and does not constitute a direct and obvious amendment to the district regulations or district boundaries.

4. In exercising the above powers, the Board may reverse or affirm wholly or partly, or may modify, the order, requirement, decision or determination appealed from the Building Official. The Board may make such order, requirement, decision or determination as ought to be made, and to that end shall have the same powers as the Building Official from whom the appeal is taken. If the Board approves the variance, they shall notify the Building Official of their decision and shall instruct him to issue a permit. A time limit may be specified as a condition for granting the appeal.
5. Every variation granted or devised by the Board shall be accompanied by the written finding of fact, based on testimony and evidence and specifying the reason for granting or denying the variance, a copy of which shall be filed in the office of the City and/or County Clerk, to be available for public inspection.

Section 11. Exceptions to this Zoning Ordinance:

1. Exceptions to this Zoning Ordinance shall be made by special use permit after the request has been duly advertised and a public hearing held as required by law.
2. Prior to review of the request of an exception by the Board of Zoning Appeals the applicant shall:
 - a. File an application on forms provided.
 - b. File with the application a statement certifying that the applicant is the lawful owner of the real estate upon which the excepted use is proposed or that he has the lawful right to receive a conveyance thereof if the application is granted.
 - c. File a form of declaration of restrictions indicating use, which is to be made by the legal owner if the application is granted.

Said restrictions must show that use of the land will be solely that which was applied for as an excepted use. The restriction must provide that if such use is abandoned or is proposed to be changed, the subsequent use shall be in conformity with the zoning restrictions in effect as to the land prior to authorization of the exception, unless a new application for an excepted use is made and granted.

3. A plot plan shall be filed with the application showing:
 - a. Legal dimension of the tract to be used.
 - b. Location of all proposed improvements including curb cut access, off-street parking and other such facilities as the applicant proposes to install.
 - c. Grade elevations.
 - d. Building setback from all property lines.
 - e. Front, side and rear elevations of all improvements to be erected.
 - f. Such perspective drawings of the proposed improvements, in such detail as the Board may require, as will clearly show the finished appearance of the improvements proposed.
 - g. Location and type of planting, screening or walls.
 - h. Such other items as the Board shall deem reasonably necessary to properly process the application.
5. In considering any application for an exception hereunder, the Board of Zoning Appeals shall give consideration to the Comprehensive Plan, and the health, safety, morals, comfort and general welfare of the inhabitants of the City and County, including but not limited to the following factors:
 - a. The stability and integrity of the various zoning district.
 - b. Conservation of property values.
 - c. Protection against fire and casualties.
 - d. Observation of general police regulations.
 - e. Prevention of traffic congestion.

- f. Promotion of traffic safety and the orderly parking of motor vehicles.
 - g. Promotion of the safety of individuals and property.
 - h. Provision for adequate light and air.
 - i. Prevention of overcrowding and excessive intensity of land uses.
 - j. Provision of public utilities and schools.
 - k. Invasion by inappropriate uses
 - l. Value, type and character of existing or authorized improvements and land uses.
 - m. Encouragement of improvements and land uses in keeping with overall planning.
 - n. Provision for orderly and proper urban renewal, development and growth.
6. Exceptions which may be authorized by the Board of Zoning Appeals are as follows:
- a. In District "A-L":
 - (1) Drive-in theaters.
 - (2) Isolation homes, penal institutions, sanitariums or asylums for the insane or feeble minded.
 - (3) Mineral extraction.
 - (4) Seasonable or temporary uses such as recreational camps or similar enterprises.
 - b. In Districts "A-L", "R-1", "R-2" and "R- 3":
 - (1) Any public building erected or land used by any department of the City, County, State or Federal Government.
 - (2) Airports and heliports.
 - (3) Cemetery and crematory.

(4) Telephone exchanges, electric substations and regulator stations or other public utilities.

(5) Nursing homes and care homes for the aged on a tract of land three (3) acres or larger.

c. In Districts "A-L", "R-1", "R-2", "R-3", "M-P", "M-H", "I-P", "C-1" and "C-2"

(1) Exceptions for Home Occupations, Day Care Homes, Group Day Care Homes, Pre-Schools and Child Care Centers are authorized in accordance with the District Use Regulations.

d. In District "R-3":

(1) Public and private parking lots on land adjoining a commercial zone or a public or semi-public use, providing all of such land lies within three hundred feet (300') of the boundary of the commercial zone, public use or semi-public use and further providing:

(a) The parking area is paved with concrete, asphalt or similar dust free surface.

(b) The parking area is enclosed with a fence, wall or landscaped buffer area, determined by the Board of Zoning Appeals, having a height of not less than four feet (4') nor more than five feet (5'). Such fence, wall or other enclosure shall be maintained in good condition by the owners and shall observe the front and side yard regulations of the district in which it is located.

(c) Any lights used to illuminate said parking area shall be so arranged as to reflect light away from adjoining residential district or districts.

(c) A bond as specified in Section 12 shall be filed with the City to guarantee to the City that all improvements will be installed. The bond shall be enforceable by or payable to the City in a sum equal to the cost of constructing the off-street parking area, as estimated by the City.

e. In District "I-2":

(1) Automobile wrecking yards, junk yards, and scrap processing yards subject to the following:

- (a) Located on a tract of land at least three hundred feet (300') from a residential district zone.
- (b) The operation shall be conducted wholly within a noncombustible building or within an area completely surrounded on all sides by a fence, wall or hedge. The fence, wall or hedge shall be so maintained by the proprietor as to insure maximum safety to the public and preserve the general welfare of the neighborhood. The fence, wall or hedge shall be installed in such a manner as to retain all scrap, junk or other material within the yard.
- (c) No junk shall be loaded, unloaded or otherwise placed, either temporarily or permanently outside the enclosing building, hedge, fence or wall, or within the public right-of-way.
- (d) Burning of paper trash, junk or other waste materials shall be permitted only after approval of the Fire Department. Said burning, when permitted, shall be done during daylight hours only.
- (2) Petroleum refining.
- (3) Ready-mix concrete and asphalt mix plants.
- (4) Manufacturing or storage of bulk oil, gas and explosives.
- (5) Other uses which may be noxious or offensive by reason of the emission of odor, dust, smoke, gas, noise or vibration.

Section 12. Performance:

1. In making any decision varying or modifying any provision of this Zoning Ordinance or in granting an exception to the district regulations, the Board of Zoning Appeals shall impose such restrictions, terms, time limitation, landscaping, improvement of off-street parking lots and other appropriate safeguards as required to protect adjoining property.
2. In lieu of actual construction of an approved off- street parking lot, the Board of Zoning Appeals may accept, in the name of the City, a corporate surety bond, cashier's check, escrow account or other like security in an amount to be fixed by the City and conditioned upon actual completion of such improvement, within a specified time, and the Governing Body may enforce such bond by all equitable means. Bonds or other security shall be filed with the City Clerk.

ARTICLE XXV

AMENDMENTS

Section 1. Amendments: The Governing Body may from time to time amend, supplement or change the district boundaries or regulations contained in this Zoning Ordinance. A proposal for an amendment or a change in zoning may be initiated by the Governing Body or by the Planning Commission or upon application by the owner of the property affected. All such proposed changes shall first be submitted to the Planning Commission for recommendation and report. Upon the development of tentative recommendations, the Planning Commission shall hold a public hearing thereon and shall cause an accurate, written summary to be made of the proceedings.

Section 2. Application: Any party desiring any change in Zoning District boundaries as shown on the "Official Zoning Map of the City of Liberal," the applicant shall file an application with the Secretary to the Planning Commission on forms provided by the Planning Commission. Each application shall be accompanied with a certified list of names and last known address of property owners that are within 200 feet of the property proposed to be rezoned. If a city proposes a zoning amendment to property located adjacent to or outside the city's limits, the area of notification of the city's action shall be extended to at least 1,000 feet in the unincorporated area. All proposed changes shall be submitted to the Planning Commission for recommendation and report. Upon development of tentative recommendations, the Planning Commission shall hold a public hearing and during the public hearing shall make an accurate, written summary of the proceedings.

Section 3. Filing Fee: Any application for a zoning change, variance, vacation of easement, street or alley, special use permit, or amendment, or the filing of a Notice of Appeal, shall be accompanied by such fee as shall be specified from time to time by ordinance or resolution by the Governing Body of the City and County.

Section 4. Public Hearing and Notice: Before the Planning Commission shall, by proper action, formulate its recommendation to the Governing Body on any such proposed or requested change of zoning district boundary, or regulation, whether initiated by the Governing Body or Planning Commission or by others, the Planning Commission shall hold a public hearing on such proposal. The Secretary of the Planning Commission shall cause a notice of public hearing to be published once in the official newspaper and at least twenty (20) days shall elapse between the date of such publication and the date set for the hearing. Such notice shall fix the time and place of the hearing and shall contain a statement regarding the proposed changes in district boundaries or regulation. If the proposed change will affect specific property, the legal description and street address shall be given, in addition to the publication notice, the Secretary of the Planning Commission shall mail a notice to all land owners within two hundred

feet of the area proposed to be rezoned, if a city proposes a zoning amendment to property located adjacent to or outside the city's limits, the area of notification of the city's action shall be extended to at least 1,000 feet in the unincorporated area. Each notice shall give a written description of the proposed change and shall be mailed a minimum of twenty (20) days prior to the meeting. Such notice shall contain a statement that a complete legal description is available for public inspection and shall indicate where such information is available. When the notice has been properly addressed and mailed, failure of a party to receive such notice shall not invalidate any subsequent action taken by the Planning Commission or the Governing Body.

Section 5. Protest: If a protest against such amendment is filed in the office of the City or County Clerk within fourteen (14) days after the date of the conclusion of the public hearing pursuant to said publication notice, said protest being duly signed and acknowledged by the owners of twenty percent (20%) or more of any real property proposed to be rezoned or by the owners of twenty percent (20%) of the area, excepting public streets and ways, located within or without the corporate limits of the City and located within two hundred feet (200') of the boundaries of the property proposed to be rezoned, such amendment shall not be passed except by at least three-fourths (3/4) vote of the members of the Governing Body.

Section 6. Matters to be considered: The Governing Body from time to time may supplement, change or generally revise the boundaries or regulations by amendment to the zoning ordinance or the official zoning map. The Governing Body or the Planning Commission may initiate a proposal for such amendment. If such proposed amendment is not a general revision of the existing regulations and affects specific property, the amendment may be initiated by application of the owner of property affected. Any such amendment, if in accordance with the land use plan, or the land use element of a comprehensive plan, shall be presumed to be reasonable. Prior to any rezoning recommendation of the Planning commission or any rezoning action taken by the Governing Body, both the Planning Commission and the Governing Body will consider the following specific factors:

1. The character of the neighborhood in which the property is to be rezoned;
2. The zoning and uses of properties nearby;
3. The suitability of the subject property for the uses of which it has been restricted;
4. The extent to which removal of the restrictions will detrimentally affect nearby properties;
5. The length of time the subject property has remained vacant and zone.

6. The relative gain to the public health, safety and welfare by the destruction of the value of any plaintiff's property as compared to the hardship imposed upon the individual landowner, and,
7. The recommendation of permanent or professional staff;

Five additional factors that should be considered in any rezoning are as follows:

1. Site location and relationship to public services and utilities;
2. Impact of rezoning on public costs;
3. Impact on transportation and vehicle movement - streets/sidewalks, roadways;
4. Environmental impact on community/site - air, water, noise, etc.;
5. Overall economics to community - taxation versus service requirements.

All factors that are considered in a rezoning amendment shall be recorded in the minutes or made a part of a permanent written record.

Section 7. City Commission Vote Under Protest. If a protest against such proposed amendment is filed in the office of the City Clerk within fourteen (14) days after the date of the conclusion of the public hearing pursuant to the above mentioned publication notice, duly signed and acknowledged by the owners of twenty percent (20%) or more of any real property proposed to be rezoned or by the owners of twenty percent (20%) of the total area, excepting public streets and ways, located within or without the corporate limits of the city and located within two hundred feet (200') of the boundaries of the property proposed to be rezoned if within the city limits and one thousand feet (1,000') if outside the city limits, such amendment shall not be passed except by at least 3/4 vote of all members of the City Commission.

Section 8. Limitation on Successive Petitions. Provisions for a limitation on successive petitions on Planning Commission items shall be as follows:

1. The withdrawal of an original application after it has been advertised for public hearing shall constitute a denial of the application just as if the public hearing had commenced and concluded.
 - (a) No application for an amendment to this chapter including the zoning map, uses permitted upon review and Planned Unit Developments, shall be accepted by the Liberal City Commission within twelve (12) months. The withdrawal of an original application after it has been

advertised for public hearing shall constitute a denial of the application just as if the public hearing has commenced and concluded.

- (b) Irrespective of subsection "A" above, an application for a rehearing may be accepted by the Liberal Metropolitan Area Planning Commission within twelve (12) months after a denial if it is accompanied by an affidavit setting forth facts which, in the judgment of the Planning Commission, constitute a substantial change from the original application. All requests for rehearing, as provided for in this article, shall be submitted to the Liberal Metropolitan Area Planning Commission fifteen (15) days prior to a regularly scheduled meeting of the Liberal Metropolitan Area Planning Commission and shall be included on the agenda for that meeting as a non-public hearing item. If substantial change from the original application, the item will be advertised and a public hearing will be held at the next regularly scheduled meeting of the Liberal Metropolitan Area Planning Commission.

ARTICLE XXVI VALIDITY

Section 1. Section 29-201 through Section 29-225 of the Revised Ordinances of the City of Liberal, Kansas, 1950, and all amendments thereto are hereby repealed.

Section 2. This is to certify that this Zoning Ordinance and the Zoning District Map referred to in this Zoning Ordinance were duly approved by the Planning Commission on this 29th day of May, 1967.

/s/ H. E. Malin, Chairman

/s/ Roe H. Burns, Secretary

Section 3. This Ordinance shall become effective upon its publication one in the official City newspaper.

~~_____ PASSED this 20th day of August, 1968.~~

~~_____ /s/ Merl W. Statts, Acting Mayor~~

ATTEST: ~~/s/ Evelyn D. Johnson, City Clerk~~

~~**Section 4.** This is to certify that this Zoning Ordinance was amended and duly approved by the Planning Commission on this 22nd day of February, 1979.~~

~~_____ /s/ Gary Mehl, Chairman~~

~~/s/ Larry Koochel, Secretary~~

~~**Section 5.** This Ordinance shall become effective upon its publication once in the official City Newspaper.~~

~~PASSED this 21st day of July, 1980.~~

~~_____ /s/ Jodie Mahan, Mayor~~

ATTEST: ~~/s/ Evelyn D. Johnson, City Clerk~~

~~_____ /s/ Everett Johns, Chairman
_____ County Commission~~

ATTEST: ~~/s/ Emma Williams, County Clerk~~

~~**Section 6.** This is to certify that this Zoning Ordinance was amended and duly approved by the Liberal Metropolitan Area Planning Commission on this 8th day of May, 2003.~~

~~_____ /s/ Leonard McDonald, Chairman~~

~~/s/ Sue Lepper, Secretary~~

~~**Section 7.** This Ordinance shall become effective upon its publication once in the official City Newspaper.~~

~~PASSED this _____ day of _____, 2003.~~

~~_____ /s/ Jackie H. Cooley, Mayor~~

ATTEST: ~~/s/ Debra s. Giskie, CMC, City Clerk~~

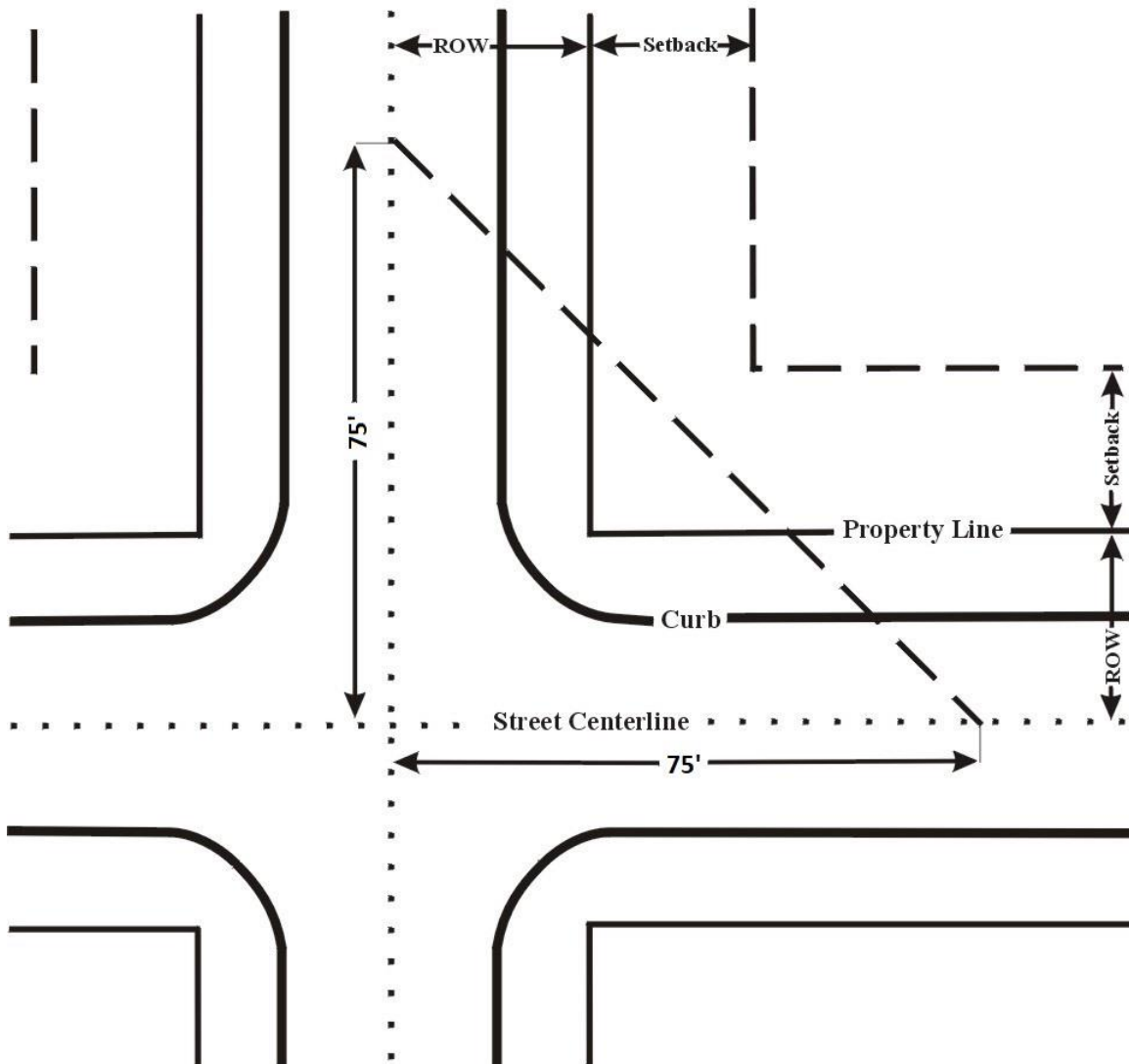
~~_____ /s/ Patsy Boles, Chairman
_____ County Commission~~

ATTEST: ~~/s/ Stacia Long, County Clerk~~

ARTICLE XXVII

ATTACHMENTS

Figure 1 - Sight Triangle Minimum Standards



ARTICLE XXVIII KANSAS AVENUE OVERLAY DISTRICT

- A. Purpose and intent. The purpose of the Kansas Avenue Overlay District in the City of Liberal is to promote the general welfare, heritage, education, and economic benefit of the city through the preservation, protection, and regulation of

buildings, sites, structures, districts, and neighborhoods. It is further the intent of this procedure to encourage the adaptation of these buildings, sites, and structures for current use while also maintaining the character of Kansas Avenue through an increased emphasis on compatible design and community appearance.

The Overlay District seeks to ensure that new development maintains the small town character of the area by encouraging site-specific land use development and design to augment the city's conventional zoning district bulk, density and area requirements. Additionally, a mix of commercial, institutional and residential uses is allowed in this district to encourage infill and redevelopment that is compatible with the traditional patterns of growth along the Kansas Avenue Corridor.

- B. Applicability: All development within the Kansas Avenue Overlay District, as depicted on the city's Official Zoning District Map shall comply with the standards and procedures of this Section: from U.S. Highway 54 on Kansas Avenue to 6th Street, all commercial zoning districts.
- C. Circumstances Requiring Application of the Kansas Avenue Overlay District: The following circumstances require application of Overlay District standards and procedures within the designated Kansas Avenue Overlay District:
 - (1) An application for change in zoning or special use permit of a parcel; or
 - (2) A re-subdivision of land, or a lot split; or
 - (3) An application for new construction of a building for primary use; or
 - (4) Any land use change where the following applies:
 - i. over 50% of a building, in value or bulk, is being altered; or
 - ii. an increase of 10% of off-street parking is required.
- D. Additional Permitted Land Uses and Developments. The Kansas Avenue Overlay District designation qualifies property for additional uses beyond those permitted or special uses in the zoning district in which the property is located. A development within the Kansas Avenue Overlay District may contain the following additional uses as determined by the Planning Commission and the City Commission, provided that these uses shall not create an appreciable increase in land use intensity beyond what normally occurs in the underlying zoning district, nor substantially alter or affect the character of surrounding development:
 - (1) Service-Institutional: In the portion of the District directly adjacent to residential districts. High-density residential uses; office and institutional uses are allowed regardless of the underlying zoning classification; and, limited service-commercial and retail facilities including restaurants, entertainment & arts establishments are allowed if the underlying zoning allows such commercial uses, provided the retail function is directed toward Kansas Avenue and away from the residential areas in terms of traffic and off-street parking.

- (2) Retail-commercial and highway service-commercial use. Service-commercial establishments which create large numbers of peak hour auto trips may be allowed by special use permit after approval of a traffic study.
- E. Governing Ordinance: Site specific land use and development restrictions shall be developed and adopted in conjunction with the approval of any site plan within the Kansas Avenue Overlay District. The site-specific requirements or governing ordinance shall be entitled "Attachment A" and shall be attached to the ordinance authorizing the establishment of the Kansas Avenue Overlay and/or rezoning. The Ordinance Number officially designating the site or area with the Kansas Avenue Overlay shall be noted on the city's Official Zoning Map. As such, any additional uses shall conform to the specific conditions established for the Kansas Avenue Overlay District including, but not limited to the following:
 - (1) Building appearance.
 - (2) Minimum and maximum square footage per use.
 - (3) Sign restrictions (number, type, location).
 - (4) Off-street parking (number, location).
- F. Lot area and yard requirements.
 - (1) Minimum lot area. The lot area for any use or new building in the Kansas Avenue Overlay shall be governed by the underlying zoning district regulations in which the lot is located.
 - (2) Minimum yard requirements. Setbacks for new parking areas and new structures shall be established in the conditions of the ordinance governing the particular site plan development proposed within the Kansas Avenue Overlay area; however, any proposed reduction in yard setbacks that are less restrictive than the requirements of the zoning district that underlies the overlay shall be offset by more generous open space dedications elsewhere on the property.
 - (3) Exemption from area and yard requirements. The Planning Commission may recommend and the City Commission may approve a smaller than minimum lot area or parcel if it is characterized by one or more of the following criteria.
 - i. Has significant character, interest or value as part of the development, heritage, or cultural characteristics of the City of Liberal, or the State of Kansas.
 - ii. Is a legal lot of record as of the date of the original zoning ordinance.
- G. Off-street parking and loading requirements. The minimum off-street parking and loading requirements for any use or building shall be reviewed and determined during site plan review. When a structure or development contains mixed uses, the off-street parking requirements shall be calculated for each individual use and the total parking requirement shall be the sum of individual parking requirements, unless excepted by site plan review approval. Where the applicant proposes two

(2) or more uses—or adding a land use to an existing use—the Planning Commission may approve a reduction of the required off-street parking and loading spaces, where it has been demonstrated by study of the combined uses (and customary operation of the uses) that adequate shared parking would be provided.

- H. Gateways: Gateways serve as focal points on Kansas Avenue in the city, and can consist of monument structures, distinctive building designs, or unique landscaping and lighting schemes. Any development located near the south or north ends of downtown along Kansas Avenue shall be encouraged to install or contribute to installation of gateway monumentation and landscaping. The Governing Body shall determine if gateway identification would be appropriate on the project site and also have final approval of the gateway improvements.
- I. Landscaping and Buffering. All new development shall blend with the existing character of the corridor and shall contain, as an integral component of the site design, trees for landscaping and buffering. Development applications shall submit plans as required in ***Landscaping and Buffering Requirements of the City of Liberal***.
- J. Architectural Design. The form and proportion of new buildings or redevelopment shall be consistent or compatible with the scale, form, and proportion of predominate development in the Overlay District corridor. Architectural design should promote stability through the use of complementary bulk and shapes and fenestrations in keeping with the patterns and designs within the downtown in the Kansas Avenue corridor.
 - (1) Exterior building materials shall consist of stone or masonry materials used in existing buildings and structures within the Kansas Avenue Corridor. At a minimum, newly constructed exterior walls shall consist of at least 50% of one or more of the following materials:
 - i. Stone material used for masonry construction may consist of limestone, granite, sandstone, slate or other hard and durable all-weather stone.
 - ii. All-weather common brick material (hard fired or kiln fired) or other all-weather facing brick.
 - iii. Stucco or approved gypsum concrete/plaster materials.
 - (2) Exterior building colors shall be specified and reviewed during site plan review so that the Planning Commission or their designee and applicant can select a mutually agreeable color scheme.
 - (3) Design Standards shall assure the following:
 - i. Loading docks, trash enclosures, outdoor storage and similar facilities and functions shall be incorporated into the overall design of the building and shall be located to the rear of the building and screened to the extent practicable from neighboring residences.
 - ii. The use of unadorned walls, with little detailing or completely blank, is prohibited. Windows, awnings, and arcades totaling 60 percent or more of the primary facade length abutting any public street are encouraged.

- iii. Building rooftops shall feature parapets, overhanging eaves and/or other façade treatments to create visual interest and compatibility throughout the historic downtown and to conceal flat roofs and roof top equipment.
 - iv. Roof mounted equipment, including ventilators and satellite dishes, shall be screened from view (100% opacity) or isolated so as not to be visible from ground level of any adjacent public thoroughfare or residentially-zoned area, up to a maximum of three hundred feet (300') away. The appearance of roof screens shall be coordinated with the building to maintain a unified appearance.
 - v. Electrical and mechanical equipment located adjacent to the building and visible from any adjacent public thoroughfare or a residentially-zoned area shall be screened from view (100% opacity), up to a maximum of three hundred feet (300') away. Such screens and enclosures shall be treated as integral elements of the building's appearance.
- K. Pedestrian Access. Walking creates activity downtown; therefore, pedestrian access shall be an integral part of the overall design of each proposed development. Pedestrian access should provide not only safe and convenient access to and from parking areas but should also connect with abutting properties and developments so as to create an alternative means of transportation for residents.
- (1) Sidewalks providing connections to the city's current or future existing pedestrian facilities and crosswalks shall be provided.
 - (2) Pedestrian areas shall incorporate way finding & interpretive signage (wherever appropriate), planting areas, street trees, and amenities whenever they can be safely accommodated without obstructing pedestrian movements; and are encouraged to provide benches, public art and other such materials. Planters and other streetscape designs or improvements must be coordinated with the city.
- L. General Street Graphic Regulations. Street Graphics in the Overlay District shall comply with the following standards:
- 1. Calculation of sign: The area of every sign shall be calculated as follows:
 - a) If a sign is enclosed by a box or outline, the total area (including the background) within that outline shall be deemed the sign area.
 - b) If a sign consists of individual letters, parts, or symbols, the area of the one imaginary square or rectangle which would completely enclose all the letters, parts, or symbols shall be deemed the sign area.
 - c) In calculating sign area, only one side of any double-faced sign shall be counted.

- d) The area of signs of unusual shapes - such as globes, cylinders, or pyramids - shall be computed as one-half of the total of the exposed surfaces.
- 2. Sign Area Allowance: Within the limitations and restrictions as further provided in this chapter, the total of the areas of flush mounted signs which a particular establishment is permitted to display shall be computed according to the following formula:
 - a) Two square feet of sign area per one foot of lineal street frontage.
 - b) The total areas of all other signs which a particular establishment is permitted to display shall be computed according to the same formula. Provided that no establishment in any zoning district shall display more than a total of two hundred fifty (250) square feet of signs.
- 3. Landscaping: All permanent monument and any other business and identification signs shall have landscaping, which may include, but not limited to, shrubs, annuals, and other materials, adjacent to the sign base or structural supports. If the outline and/or a height increase for any permanent sign is requested, the required landscaping for such sign shall be subject to Planning Commission approval.
- 4. Strictly prohibited street graphics: The following street graphics are strictly prohibited.
 - a) Portable display signs.
 - b) Elevated signs.
 - c) Roof signs.
 - d) Signs attached to trees, fences, or public utility poles, other than warning signs issued by public utilities.
 - e) Signs, including posts and other supports, that advertise or identify an activity, business, or service no longer conducted on the premises where such sign is located.
 - f) Signs attached to public benches, placed on vehicles or trailers which are parked or located for the purpose of displaying said sign. This does not apply to allowed portable or temporary signs or signs and lettering on buses, taxis or vehicles operating during the normal course of business.

M. Commercial Sign Regulations. Kansas Avenue Overlay District signs may be permitted as follows:

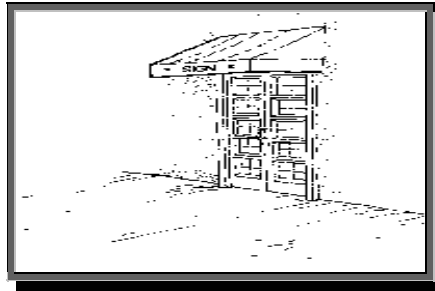
- 1. Flush-mounted signs: For aesthetic and safety reasons, flush-mounted signs are preferred type of sign. No flush-mounted sign shall:

- a) Project more than twelve inches from the wall or surface to which it is attached (if such wall/surface is not vertical, the projection shall be measured from the closest point of the wall/surface to the sign); or
 - b) Extend more than three feet above the roof line of the building to which it is attached.
- 2. Projecting signs: No establishment in any zoning district of the Overlay District shall erect a new projecting sign on any street front. Existing projecting sign may remain, provided they are maintained properly and safely.
- 3. Signs on awnings, canopies or marquees: Signs mounted flush against any awning, canopy, or marquee shall be considered flush-mounted signs, and shall comply with the regulations of this Section. Signs suspended beneath any awning, canopy, or marquee shall be considered projecting signs. When the message is placed directly on the awning, the sign area shall be the computation of the area of the one imaginary square or rectangle which would completely enclose all the letters, parts, or symbols.
- 4. Window signs: Any establishment may display window signs. Permanent window signs shall cover no more than twenty percent of any window. Permanent window signs shall be debited against the displaying establishment's sign area allowance, but temporary window sign shall not.
- 5. Shopping center identification signs: In addition to the individual signs permitted per business, a shopping center, as an entity, may erect an identification sign in accordance with the provisions of this Chapter if the total gross floor area of all the establishments in the center combined exceeds fifty thousand (50,000) square feet. A shopping center identification sign shall not exceed two (200) hundred square feet in area.
- 6. Monument signs: Any request for a freestanding sign after the date of adoption of this code shall be restricted to a monument signs for all uses located along Kansas Avenue pursuant to the following standards;
 - a) One monument sign per lot, not exceeding 6 feet in height.
 - b) Square footage of said signage shall be limited to 25% of the linear street frontage of the lot, not to exceed 75 square feet.
 - c) The base of a monument sign shall be $\frac{1}{2}$ the width of the sign face.
- 7. Freestanding signs: All freestanding signs erected after the passage of this ordinance along Kansas Avenue shall be Monument Signs pursuant to the standards contained herein.

N. Structural Types of Signs.

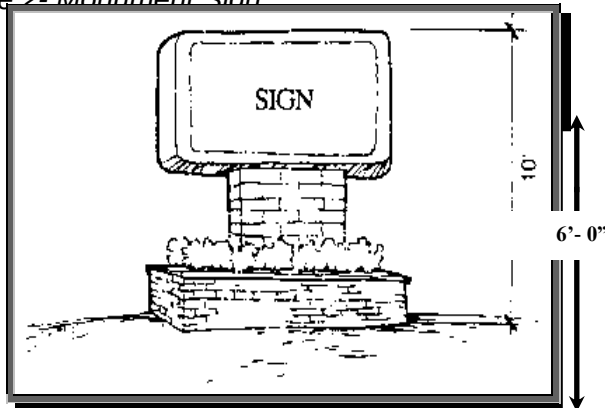
1. Awning, Canopy or Marquee Sign: A sign that is mounted on, painted on, or attached to, an awning, canopy or marquee. No such signs shall project above, below or beyond the awning, canopy or marquee.

Figure 1- Canopy Sign



2. Monument Sign: Any sign placed upon, or supported by, the ground independent of the principal structure on the property, where the bottom edge of the sign is less than four feet above the ground, the height is no greater than 6 feet, and the base is no less than 50 percent of the width of the face of the sign, presenting a monolithic structure

Figure 2- Monument Sign



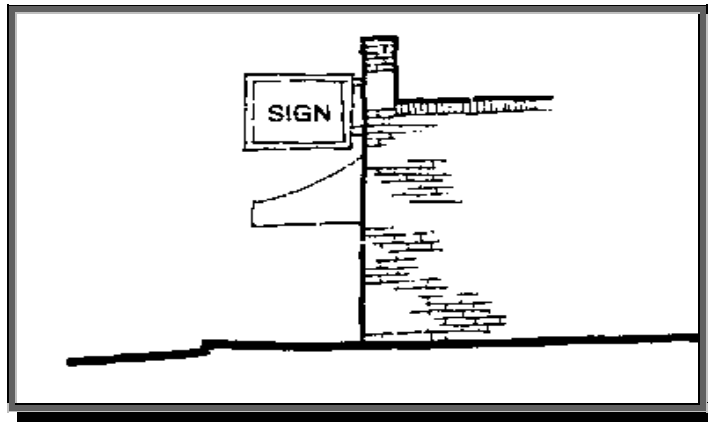
3. Elevated Sign (pole sign): Any sign placed upon, or supported by, the ground independent of the principal structure on the property where the top edge of the sign is greater than six feet above the ground level.
4. Portable Display Sign: Any movable display structure, capable of relocation, under its own power, or towed by a motor vehicle. The display message of the sign may be painted or non-painted and capable of being readily altered. Portable display signs may be with or without electrical illumination and power, and with or without wheels.

Figure 3 - Portable Display Sign



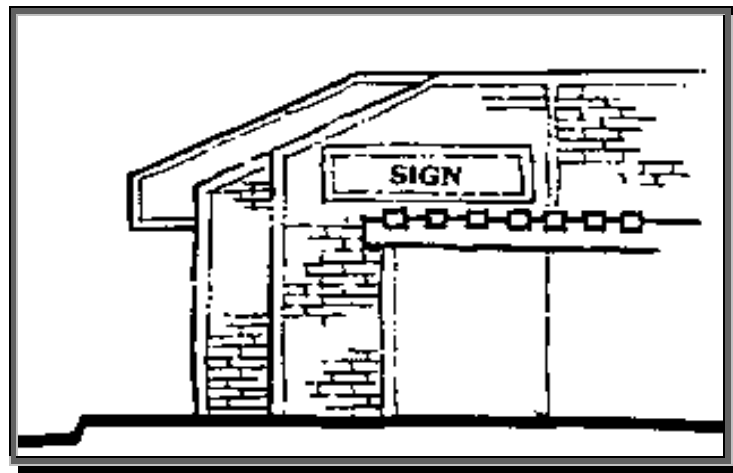
5. Projecting Sign: A sign that is wholly or partly dependent upon a structure for support and which projects more than 12 inches from such structure.

Figure 4 - Projecting Sign



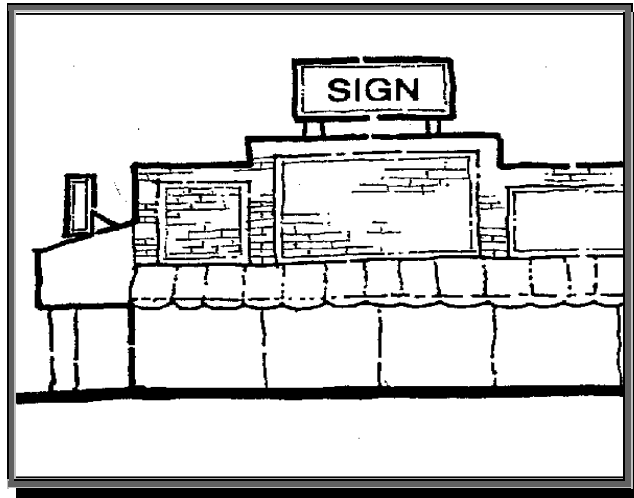
6. Wall Sign: A sign fastened to or painted on a wall of a structure in such a manner that the wall becomes merely the supporting structure or forms the background surface, and which does not project more than 12 inches from such structure.

Figure 5 - Wall Sign



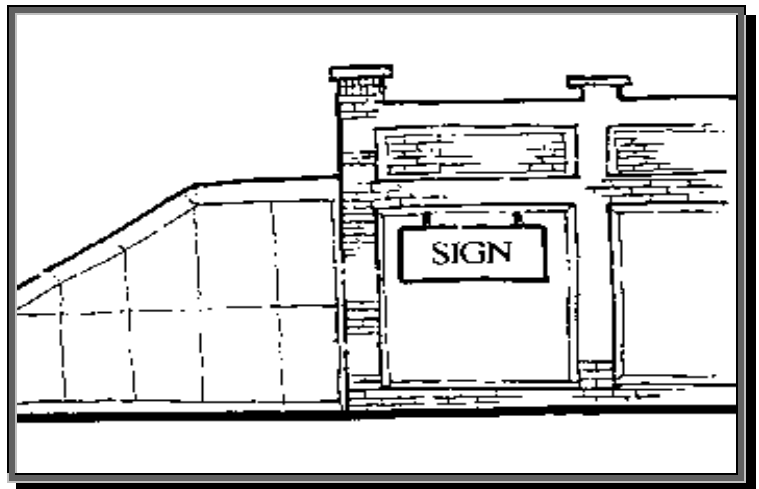
7. Roof Sign: A sign that projects more than 12 inches beyond the face of the structure.

Figure 6 - Roof Sign



8. Window Sign: Any sign, pictures, symbol, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale, or service, that is placed inside a window or upon the window panes or glass and is visible from the exterior of the window.

Figure 7 Window Sign



9. Scale and Context: Scale includes both human scale and proportion. Signs shall maintain a pattern that is proportional to the element they are attached to and the facade as a whole. Signs shall be in scale with the site or structure where located and in context with the site, structure and

service offered. Context includes form, style, color, balance and structure lines as defined below:

- a) Form: Sign shape and its relationship to the structure or service offered.
- b) Style: Historical, eclectic, modern or contemporary shapes, texts and colors.
- c) Color: Analogous or complementary in relation to site or structure.
- d) Balance: Location of sign in structure element relating to balance through location, mass and color.
- e) Structure Lines: Major lines of building elements and compatibility to outlines, horizontal and vertical lines such as roof line, ground line, window lines, etc.
- f) Limitations:
 - I. All signs must be constructed of permanent all-weather materials; and
 - II. Sign shall maintain a consistent pattern and scale.



**CITY OF LIBERAL
CITY COMMISSION MEETING
January 23, 2023
AGENDA ITEM # 12**

TO: Mayor Jose Lara
Vice Mayor Jeff Parson
Commissioner Ron Warren
Commissioner Chris Linenbroker
Commissioner Janeth Vazquez

RE: McCray Park Lighting

FROM: Brad Beer

DATE: 1-19-2023

Staff is requesting to purchase 15 – 40watt (5200 lm) solar lights with 20' light poles for McCray Park walking path. This project was brought to us last year by the SCCC citizenship class. All installation will be done by the Parks staff.

Staff is requesting the commission to accept the bid from Solar Illuminations for an amount not exceed \$30,000.00. Attached is the quote and reference material. This is the only vendor we found who could supply us with the lights that met our needs.



Solar Illuminations
5611 Halifax Avenue
Fort Myers, FL 33912, USA
Tel.: +1 (239) 461-5522
www.solarilluminations.com
sales@solarilluminations.com
M-F 8am – 5pm EST

QUOTE

QUOTE NO. L0118233
DATE 12/31/2022
CUST. PO# -

INVOICE TO

CITY OF LIBERAL
BRAD BEER
LIBERAL, KS 67901
BRAD.BEER@CITYOFLIBERAL.ORG
620-626-2253

SHIP TO

CITY OF LIBERAL
BRAD BEER
LIBERAL, KS 67901
BRAD.BEER@CITYOFLIBERAL.ORG
620-626-2253

SHIP VIA

PTL

SPECIAL ORDER

YES

PAYMENT TERMS

-

PRODUCT

SL29

40 WATT AREA WITH WITH 20FT STANDARD POLE

QTY	RATE	AMOUNT
15	1,699.99	25,499.85

This quotation is valid for 60 days from quote date. This quote is subject to the Terms, Conditions, & Policies (including our Returns Policy) of Solar Illuminations, viewable at solarilluminations.com. The content of this quotation is private & confidential and may not (in part or in full) be made publicly viewable without the written consent of the sender. Solar panel sizing is based on the panel facing south, with no shading, at an angle 15° plus install site latitude. Note "special orders" are not returnable for refund.

By signing below, the customer or cardholder hereby agrees to proceed with this order, accepting our company terms, conditions & policies including our returns policy (available upon request or on our website) and (if paying by credit card) authorizes their card to be charged the amount shown in this estimate.

Signature

Date

SUBTOTAL	25,499.85
DISCOUNT	
TAX (FL)	
SHIPPING	2,550.00
TOTAL	\$28,049.85

* DEDUCT 30% FOR FEDERAL TAX CREDIT

Payment Options: Credit Card, Check, Bankwire

CREDIT CARD DETAILS

(Not accepted on all orders)

NAME ON CARD _____

CARD NUMBER _____

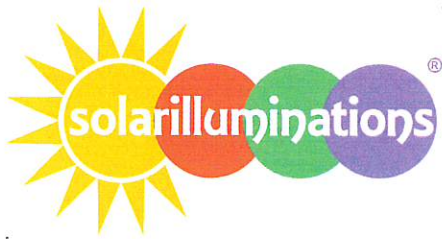
EXPIRATION _____

CVC CODE _____

* A 30% federal tax credit for residential and commercial applications is applicable to many of our solar systems and associated installation costs. This credit applies to the end user. If you are not the end user, inform them on the cost savings with going solar. For more information contact your sales representative.

This quote is valid for 60 days from date stated on quote.

For orders shipped within Florida only: In compliance with Florida Law and in respect to Chapter 2005-83, Laws of Florida: Sections 212.02(26) and 212.08(7)(hh), Florida Statutes. You are certifying that this order is eligible for Florida sales and use tax exemption because all equipment and requisite hardware purchased is for use exclusively in a solar energy system.

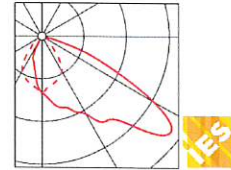


SL29

SL29 Solar 20W/30W/40W
(Supplied With 10', 15', or 20' Pole)



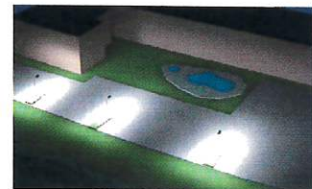
Asymmetric optical technology allows light to be directed forwards.



IES and lighting distribution data available for 20W, 30W, and 40W Models.

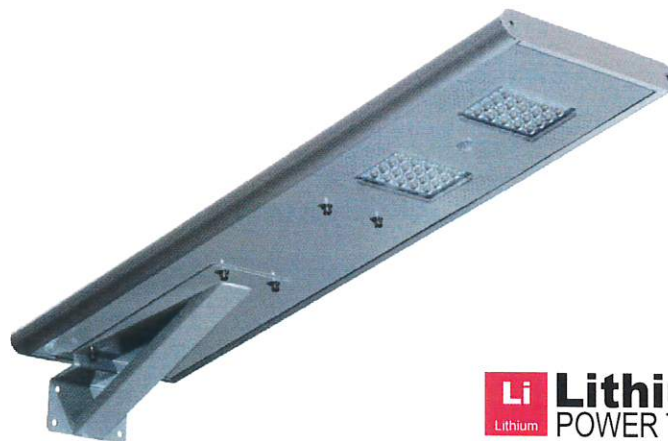


Utilizes super-efficient high-output SMD LED technology.



Complete 3D lighting renderings available for your application.

This compact all-in-one area light is offered with a 20 Watt, 30 Watt, or 40 Watt LED array along with your choice of a 10', 15' or 20' pole. The lamp will automatically illuminate at sunset at 33% brightness and will switch to full power when motion is detected. The light will revert to "dim" mode until motion is detected again. The lamp is fitted with a solar panel mounted discretely to the top of the unit. The underside of the lamp is fitted with LED modules and a motion sensor.



Li Lithium Iron
POWER TECHNOLOGY

Worldwide*
Shipping ✓

Low Price*
Guarantee ✓

Lifetime*
Tech Support ✓

1 Year*
Product Warranty ✓

No Hassle*
Returns ✓

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MONDAY - FRIDAY 8.00AM - 5.00PM (US EASTERN TIME)

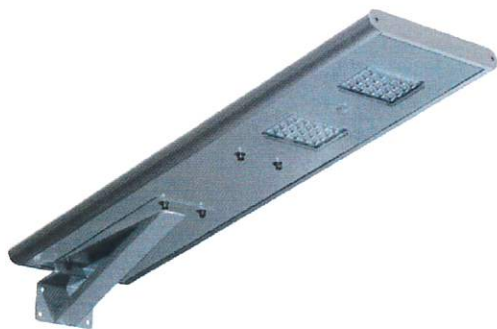
www.solarilluminations.com • sales@solarilluminations.com

*SUBJECT TO OUR TERMS & CONDITIONS, AND RETURNS POLICY



SL29

SL29 Solar 20W/30W/40W
(Supplied With 10', 15', or 20' Pole)



LUMINAIRE

- At full power the 20W lamp emits 2600 lm, 30W emits 3900 lm, and the 40W emits 5200 lm
- 6000-6500K LED color temperature
- Aluminum and glass construction
- IP65 rating
- Dimensions: 45" x 13" x 2" (115cm x 33cm x 5cm)

SOLAR PANEL

- 20W model is supplied with a 50 Watt solar panel
- 30W and 40W model is supplied with a 60 Watt solar panel
- Glass covered solar panel is built in to the top of the lamp

POLE

- 10' (3m), 15' (4.5m) or 20' (6m) galvanized steel pole
- 10' and 15' pole available in matt black or gray
- 20' pole is supplied in a satin gray finish
- 10' and 15' pole is fitted with a 10" x 10" base plate
- 20' pole is fitted with a 11" x 11" base plate
- Pole is supplied with necessary anchor kit

BATTERY

- Lithium battery pack installed within unit
- Battery is replaceable

CHARGE CONTROL

- Internal battery over-charge and dis-charge protection
- Automatic light activation at sunset



Worldwide*
Shipping ✓

Low Price*
Guarantee ✓

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Product Warranty ✓

No Hassle*
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BATTERY

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- Battery is replaceable

CHARGE CONTROL

- Internal battery over-charge and dis-charge protection
- Automatic light activation at sunset



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Worldwide*
Shipping ✓

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**CITY OF LIBERAL
CITY COMMISSION MEETING
January 23, 2023
AGENDA ITEM #13**

TO: Mayor Lara
Vice Mayor Parsons
Commissioner Linenbroker
Commissioner Vazquez
Commissioner Warren

FROM: Brian Fornwalt

SUBJECT: Agreement for Runway Lighting Project

DATE: January 20, 2023

The Airport is looking to upgrade the Runway lighting/ Beacon and Vault. We are going to go to LED from incandescent to try to save money in the long run. The runway lights have been in operation since early 2000's and they are at the end of their operational life. We are also constantly changing lightbulbs. We are also going to either upgrade just the beacon itself or the whole tower, not sure at this time which it will be. We are also going to upgrade the vault where the regulators are for all the lighting on the airport by possibly putting an actual building around them to protect them better from the elements.

This agreement with Lochner is for design and construction of the whole project. The total project cost is not final at this time and will be in another agreement.

Staff requests Commission consideration of the agreement and let City Mayor, City Manager, and Airport Manager sign and all related documents to this agreement.

LOCHNER

CONSULTANT AGREEMENT

Owner: City of Liberal, Kansas

Client: City of Liberal, Kansas

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

Date:

Project: Replace Runway 17-35 HIRL System and Guidance Signs
Construct Electrical Vault Building and Install Control Systems
Replace Supplemental Wind Cones and Airport Rotating Beacon

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 consulting, engineering, and/or design services on the Project.

2. **Lochner.** Lochner is the Client's Consultant for the services listed in this 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 Client shall be through Lochner 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. **Scope of Services.** Lochner shall perform the services set forth in Attachment A Scope of Work/Services, as awarded herein (the "Services").

4. **Compensation.** The Client shall compensate Lochner in accordance with Attachment B Agreement Price and Schedule of Values

5. **Schedule.** Lochner shall perform its Services within a timeframe mutually agreed to by Lochner and the Client as specified in Attachment C.

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

6. **Additional Services.** If the Client requests Lochner to perform services that Lochner believes to be in addition to the Services specified in Section 3 of this Agreement, and for which Lochner believes it is entitled to additional time or additional compensation, before commencing with any Additional Services Lochner shall submit a written cost estimate and revised schedule in accordance with Section 15 of this Agreement. Lochner shall not commence with any Additional Services without written authorization by the Client.

LOCHNER

7. **Standard of Care.** 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. In the event a standard of care is prescribed by statute, such statutory formulation shall be the Standard of Care.

8. **Payment.** Lochner shall send invoices to the Client at monthly intervals. Payment will be made to Lochner for invoiced Services not more than thirty (30) days following submittal of invoice to the Client.

9. **Correction of Work.** Lochner shall correct any Services that fail to conform to the Standard of Care set forth in Section 7 of this Agreement at Lochner's own expense.

10. **Termination.** Lochner may terminate this Agreement upon five (5) days 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 will provide 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 \$1.0 million. This policy shall be maintained in effect for a period of one (1) year after completion of all Lochner's Services hereunder.

2. **Commercial General Liability ("CGL") Insurance** in the amount of \$1.0 million per occurrence, \$1.0 million aggregate limit, and \$1.0 million 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 five (5) years after completion of work) and broad form contractual liability.

3. **Comprehensive Automobile Liability ("Auto") Insurance** in the amount of \$1.0 million per occurrence, and \$1.0 million 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 \$1.0 million and Employer's Liability Insurance of at least \$1.0 million.

5. **Umbrella Excess Liability Insurance** in the minimum amount of \$3.0 million each occurrence, and \$3.0 million 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

LOCHNER

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.

Lochner will include coverage for its subcontractors in its policies or obtain from each subcontractor equivalent insurance as required of Lochner hereunder. The provisions of Section 11 shall apply equally to Lochner's subcontractors as they do to Lochner.

All insurance policies will 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. Lochner agrees to indemnify the Client and its officers, directors, members, managers, 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) (collectively the "Losses" and individually, a "Loss") arising out of or resulting from negligent performance of any Services or duties under this Agreement by Lochner, its subcontractors, lower-subcontractors, or agents of any tier or their respective employees 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, lower-subcontractors, materialmen, or agents of any tier or their respective employees, 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, where such is prohibited by law. 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 and 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.

LOCHNER

15. Changes. Client may, by written direction only, make changes, revisions, additions, or deletions (collectively called "changes") to this Agreement. Any claim by Lochner for an adjustment under this paragraph must be asserted in writing fully supported by factual documentation to the Client, within fifteen (15) calendar days from the date of receipt by Lochner of the written change order from the Client, or within such extension of this period as Client, in its sole discretion, may grant in writing at Lochner's request prior to expiration of said period.

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 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 the 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 Section 11 (Insurance) and Section 12 (Indemnification).

4. Invalidity. In the event any provision or part of a provision of this Agreement is found invalid by a tribunal of competent jurisdiction, (i) the other provisions or parts of the provision of this Agreement shall remain in full force and effect notwithstanding such finding, and (ii) the Agreement shall be interpreted to, as closely as possible, effectuate the purpose the original Agreement language.

5. 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.

LOCHNER

6. 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 Services hereunder.

7. 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 Section 4.

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:

Notice to Lochner:

Matt Jacobs, PE
mjacobs@hwlochner.com

H.W. Lochner, Inc.
16105 W. 113th Street
Suite 107
Lenexa, KS 66219

Notice to Client:

Brian Fornwalt
brian.fornwalt@cityofliberal.org

Liberal Mid-America Regional Airport
302 Terminal Road
Liberal, KS 67905

9. 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 special, 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 to the Services under this Agreement.

10. 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.

LOCHNER

11. 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.

12. 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.

13. Client's Responsibilities.

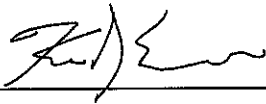
- a. Arrange for access to and make all provisions for Lochner to enter upon public and private property as required for it to perform his/her services.
- b. Assist in approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
- c. 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.
- d. Give prompt written notice to Lochner whenever Client observes or knows of any development that affects the scope or timing of Lochner's services.
- e. 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.
- f. 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.

14. Mandatory Federal Contract Provisions. (Reference Attachment D if applicable)

LOCHNER

H.W. LOCHNER, INC.

CITY OF LIBERAL, KANSAS

By: 

Title: Vice President, Aviation

Date: 1/16/2023

By: _____

Title: Mayor

Date: _____

Attachments

Attachment A Scope of Work/Services

Attachment B Agreement Price and Schedule of Values

Attachment C Project Schedule

Attachment D Mandatory Federal Contract Provisions

SCOPE OF WORK/SERVICES

WHEREAS, the Client has agreed to employ the Consultant to provide the engineering services required for performing topographical surveys and geotechnical 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 Client with bidding and administrative services. The Client may enter into a separate agreement for the additional services for providing construction administration and construction observation 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 (AC) and Central Region Guidance publications.

- AC 150/5340-30J *"Design and Installation Details for Airport Visual Aids"*
- AC 150/5345-10H *"Specification for Constant Current Regulators and Regulator Monitors"*
- AC 150/5370-2G *"Operational Safety on Airports During Construction"*
- AC 150/5370-10H *"Standard Specifications for Construction of Airports"*
- AIP Guide 900, *"Project Design Development Projects"*
- 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. Coordinate with the Client and FAA regarding Project scope, schedule, and budget and conduct predesign teleconference.
- b. Conduct site visit to assess condition of existing electrical vault transclosure, equipment, and rotating beacon.
- c. Prepare Sponsor Certification for Selection of Consultants for Client review and submittal to the FAA.
- d. Prepare topographical survey Scope of Services and subconsultant Agreement.
- e. Prepare Disadvantaged Business Enterprise (DBE) goal calculation scope of Services Subcontractor 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, existing site conditions including photographs, construction safety and phasing, runway edge lighting systems and guidance signs design, navigational aids (beacon and supplemental wind cones) design, new electrical vault building, equipment, and system controls design, miscellaneous items (erosion control, DBE, NAVAID shutdown, etc.), environmental considerations, 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 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 Client and FAA for review and comment. PDF copies will be submitted electronically with hard copies provided upon request. (This submittal shall 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 Client 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 Layout
 - Construction Phasing Plan
 - Construction Safety Plan and Details
 - Summary of Quantities
 - Existing Lighting and NAVAID Photos
 - Demolition Plan
 - Runway Edge Lighting and Guidance Sign Plan
 - Electrical Details
 - Supplemental Wind Cone Details
 - Rotating Beacon Plan and Details
 - Electrical Vault Building Plan
 - Electrical Equipment and Controls Plan
 - Electrical Equipment Distribution Schematic
 - Electrical Vault 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 AC 150/5370-10H.
 - 3) Submit preliminary (90% completion) Construction Plans, Contract Documents/Technical Specifications, updated engineer's opinion of probable construction cost, and Project budget to the

Client and FAA for review and comment. PDF copies will be submitted electronically with hard copies provided upon request.

- 4) Finalize Engineer's Design Report, CSPP Report, Construction Plans, and Contract Documents/Technical Specifications with consideration of preliminary review comments.
- 5) Conduct project review session with the Liberal Airport after 90% documents have been submitted. Lochner to conduct plan review virtually.
- 6) Submit Final Construction Plans and Contract Documents/Technical Specifications along with Final Engineer's Design and CSPP Reports to the Client 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 Client with advertisement for bids. The Consultant shall prepare the advertisement and send the "Notice to Bidders" to prospective Contractors. (The Client 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. The Consultant will coordinate an in-person prebid conference for this Project.
- e. The Consultant will conduct an in-person bid opening meeting and assist the Sponsor 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. Prepare and submit FAA Form 7460 for proposed electrical vault building and rotating beacon tower (if applicable).
- c. Assist the Client in preparation of FAA Grant Application for federal funding for submittal to the FAA Airports Division.
- d. Assist the Client in preparation of required Sponsor Certifications for submittal to the FAA Airports Division.

- e. Assist the Client in preparation of Invoice Summary forms as required for requests for reimbursement and SF Forms 271 and 425.
 - f. Assist the Client in preparation of Quarterly Performance Reports for submittal to the FAA Airports Division on a quarterly basis for the duration of the Project.
 - g. Assist the Sponsor in determining DBE participation requirements for the Project.
2. Field Survey – Engineering Design
- a. Perform field surveys as required. The survey areas as depicted on the attached Exhibits A1 and A2 will consist of the following:
 - 1) Coordinate access to the project site with the Airport.
 - 2) Establish survey baselines for improvement areas and set horizontal control points (CP#1 – CP#2) as shown on Exhibit A1 for use during the survey and construction. The horizontal control points shall be established on NAD 83 or better control. CP#1 and CP#2 shall be set/recovered at each end of Runway 17-35 on centerline.
 - 3) Establish vertical control at the site based upon U.S.G.S. NAVD 88 datum and set benchmark for use during construction within close proximity of the existing electrical vault transclosure if one is not already located there.
 - 4) Obtain location of existing buried electrical cables serving the navigational aids identified on the attached Exhibit A1. Cables to be located in the field by others.
 - 5) Obtain full cross section elevations within the areas depicted on the attached Exhibit A2 with readings no greater than 25' apart. Cross sections and topography within the survey limits will include location and elevation of existing pavements, utilities, structures, and other existing features and shall include:
 - (1) Spot elevations
 - a. Earth to the nearest 0.10 ft. and pavement to the nearest 0.01 ft.
 - i. Elevations at 25' intervals longitudinally and not exceeding 25' transversely
 - (2) Visual and underground utilities within the survey limits – water, sewer, gas, electric, telephone, etc.
 - a. Type, size, approximate depth, and location
 - b. Fire hydrant locations
 - c. Manholes, handholes, meter pits, catch basins, inlets
 - i. Size and location
 - ii. Top and invert elevations
 - (3) Culverts – size, length, material, invert elevations
 - (4) Fence – type, height, gate sizes, corner and end posts, braces
 - (5) Buildings – overall dimensions and height of structure at eave and peak locations

b. Deliverables

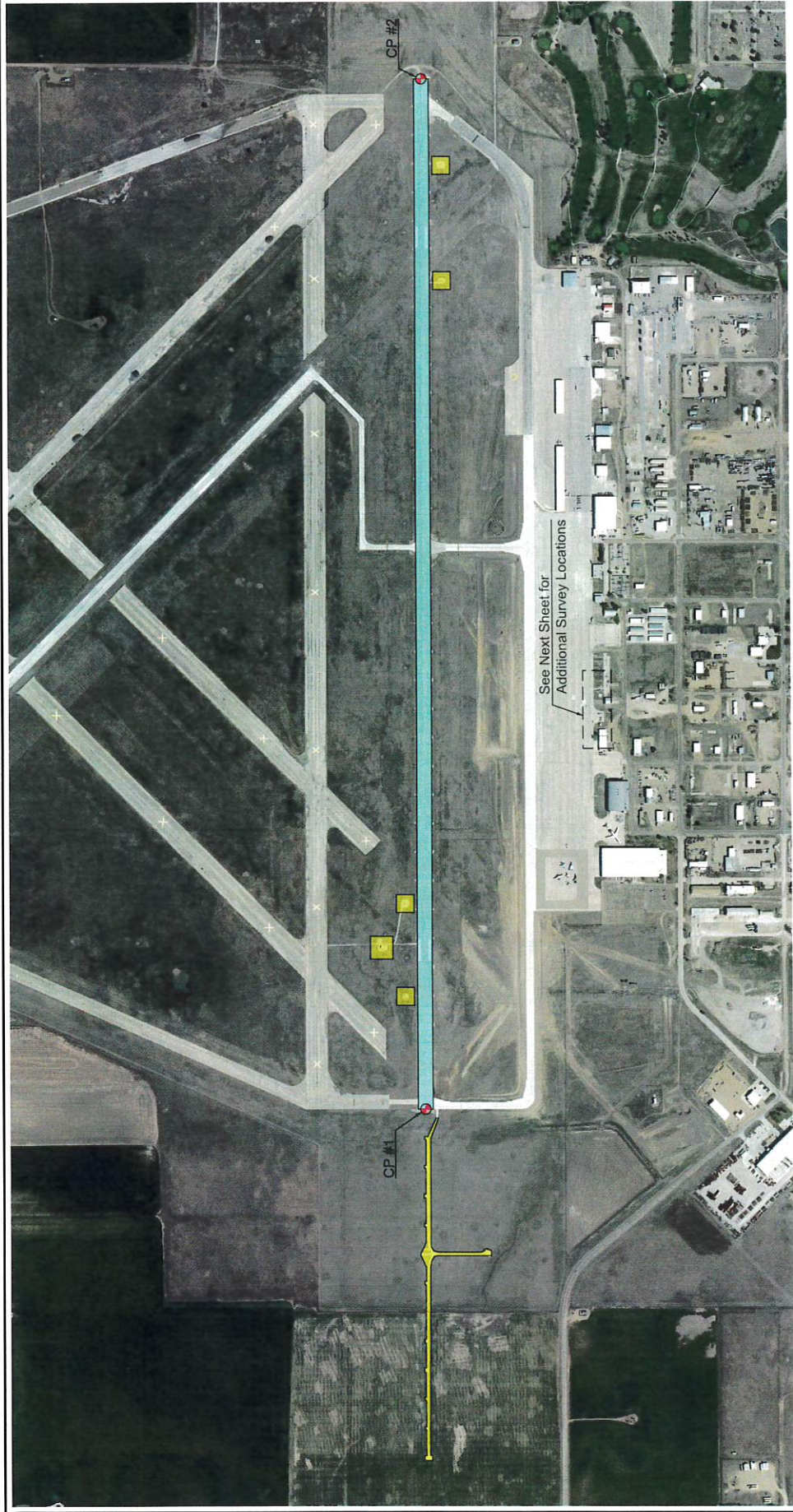
- 1) Electronic files of the survey, including an .xml file of the existing surface for the areas identified on the attached Exhibit A2, suitable for operating on AutoCAD Civil 3D 2020.
- 2) Electronic copy of survey notes, calculations, raw survey data, .txt or .csv (PNEZD), comma delimited coordinate file and code legend obtained by electronic means, and any field notes taken by hand.
- 3) One (1) AutoCAD drawing and one (1) hard copy original sealed by a Professional Land Surveyor with points, point numbers, description, tin file, survey baseline, existing features, and contours. The contours shall be provided at 1/2-foot intervals. The drawing shall include a legend that clearly describes the site features represented, a graphic scale, and a north arrow.

3. Geotechnical Investigation

- a. Perform geotechnical exploration to evaluate the subsurface conditions at the airport rotating beacon site as required to provide recommendations for foundation design. The geotechnical investigation scope of services is further defined as follows:
 - 1) Perform a boring at the planned beacon structure location. The boring will be sampled to a depth of 20 feet.
 - 2) Perform geotechnical investigation and laboratory tests required for project design and prepare a site specific written geotechnical report providing a discussion of the field and laboratory procedures and results, observations related to materials encountered during soil boring operations, and results of laboratory tests and recommendations related to water table elevation level, allowable end bearing pressure, and L-pile data for each layer of subsurface material.

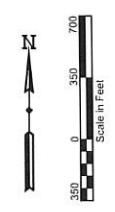
C. CONSTRUCTION SERVICES

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



LEGEND

- Proposed Runway 17-35 Lighting Replacement Project
- Navigational Aids
- Control Point



Drawing Name: I:\V\PRJ\2020\1923\T091 Rev 17-35 LIGHTING-00 - AGREEMENTS - DESIG SURVEY\ORA\CAD\Survey Exhibit.dwg Date: 16 Dec 2022 - 4:05pm
 Last Saved By: mmh 2022/12/16
 Plot Style: as.ctb

LOCHNER

16105 W. 113th Street | Suite 107 | Lenexa, Kansas 66219
 P: 816.945.5840 | www.hv Lochner.com

CITY OF LIBERAL, KANSAS

LIBERAL MID-AMERICA

REGIONAL AIRPORT (LBL)

PROJECT NO: 000119923
 DRAWN BY: JZM
 CHECKED BY: MJD
 DATE: 12/16/2022
 REVISION: 12/16/2022
 REVISION: 12/16/2022
 REVISION: 12/16/2022

EXHIBIT A

SURVEY LIMITS

A1

This document is preliminary in nature and is not a final signed and sealed document.



COMPENSATION

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

COMPENSATION SCHEDULE**A. BASIC SERVICES**

1. Preliminary Phase.....	\$7,500.00 Lump Sum
2. Design Phase – Engineer’s Design Report and CSPP Report.....	\$17,000.00 Lump Sum
3. Design Phase – Plans and Specifications	\$46,000.00 Lump Sum
4. Bidding Phase.....	<u>\$7,600.00</u> Lump Sum
Subtotal Basic Services	\$78,100.00 Lump Sum

B. SPECIAL SERVICES

1. Administrative Assistance.....	\$9,500.00 Lump Sum
2. Field Survey – Engineering Design.....	\$5,400.00 Lump Sum
3. Geotechnical Investigation	<u>\$5,500.00</u> Lump Sum
Subtotal Special Services	\$20,400.00 Lump Sum
Total Basic and Special Services	\$98,500.00 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 Client.

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 Client 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.

For Item C. Construction Services, the method of payment may be added by separate Agreement upon completion of Item A.3. Design Phase services.

DERIVATION OF CONSULTANT PROJECT COSTS

REPLACE RUNWAY 17-35 HIRL SYSTEM AND GUIDANCE SIGNS
CONSTRUCT ELECTRICAL VAULT BUILDING AND INSTALL CONTROL SYSTEMS
REPLACE SUPPLEMENTAL WIND CONES AND AIRPORT ROTATING BEACON

FAA AIP PROJECT NO. 3-20-0050-033-2023
LIBERAL MID-AMERICA REGIONAL AIRPORT (LBL)
LIBERAL, KANSAS

BASIC AND SPECIAL SERVICES

December 23, 2022

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	3	\$65.00	\$ 195.00
Senior Project Manager	42	\$60.00	\$ 2,520.00
Design Engineer II	87	\$45.00	\$ 3,915.00
Design Engineer I	175	\$38.00	\$ 6,650.00
Senior Electrical Engineer	46	\$55.00	\$ 2,530.00
Structural Engineer	10	\$45.00	\$ 450.00
Technician	132	\$30.00	\$ 3,960.00
Administrative Asst.	95	\$25.00	\$ 2,375.00
Total Direct Salary Costs			= \$ 22,595.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 158.99% = \$ 35,923.80

3. SUBTOTAL:

Items 1 and 2 = \$ 58,518.80

4. PROFIT:

15% of Item 3 Subtotal = \$ 8,777.82

Subtotal of Items 3 and 4 \$ 67,296.62

5. OUT-OF-POCKET EXPENSES:

a. Mileage 2,400 miles @ \$0.625/mile = \$ 1,500.00
b. Meals 3 @ \$59.00/day = \$ 177.00
c. Motel 4 days @ \$98.00/day = \$ 392.00
d. Mailing & Misc. Expenses = \$ 234.39

Total Out-of-Pocket Expenses = \$ 2,303.39

6. SUBCONTRACT COST:

a. Earles Engineering & Inspection, Inc. (Topo. Survey Services) \$ 4,900.00
b. Terracon (Geotechnical Services) \$ 5,000.00
c. GHN | Architects+Engineers (Architectural Design Services) \$ 13,000.00
d. DBE Plans & Goals Preparation Services (DBE Goal Calculation) \$ 6,000.00

7. TOTAL FEE:

Items 4, 5 and 6 \$ 98,500.00

ENGINEERING BASIC AND SPECIAL SERVICES - COST BREAKDOWN
REPLACE RUNWAY 17-35 HIRL SYSTEM AND GUIDANCE SIGNS
CONSTRUCT ELECTRICAL VAULT BUILDING AND INSTALL CONTROL SYSTEMS
REPLACE SUPPLEMENTAL WIND CONES AND AIRPORT ROTATING BEACON

LIBERAL MID-AMERICA REGIONAL AIRPORT (LBL)

LIBERAL, KANSAS

December 23, 2022

Classification: Hourly Rate:	Principal	Senior Manager	Design Engineer II	Design Engineer I	Electrical Engineer	Senior Airport Planner	Struct. Engineer	Technician	Admin. Assistant	Other Costs
	\$193.60	\$178.70	\$154.03	\$113.19	\$163.81	\$0.00	\$134.03	\$89.35	\$74.45	
A. BASIC SERVICES										
1. Preliminary Phase:										
Labor Subtotal =	\$0.00	\$2,144.44	\$1,608.33	\$1,131.79	\$327.62	\$0.00	\$0.00	\$536.11	\$867.98	(1.2)
Expense Subtotal =										\$ 763.74
Subconsultant Subtotal =										\$ -
Total Fee = \$ 7,500.00										
2. Design Phase - Engineer's Design Report & CSPP Report:										
Labor Subtotal =	\$0.00	\$2,144.44	\$3,350.68	\$5,594.96	\$982.87	\$0.00	\$0.00	\$1,965.73	\$1,935.95	(2)
Expense Subtotal =										\$ 55.97
Subconsultant Subtotal =										\$ -
Total Fee = \$ 17,000.00										
3. Design Phase - Plans and Specs:										
Labor Subtotal =	\$3	\$536.11	\$2,032.63	\$11,204.68	\$6,224.82	\$0.00	\$1,340.27	\$8,756.45	\$1,265.81	(2.3)
Expense Subtotal =										\$ 8.43
Subconsultant Subtotal =										\$ 13,000.00
Total Fee = \$ 46,000.00										
4. Bidding Phase:										
Labor Subtotal =	\$0.00	\$2,680.55	\$1,474.30	\$805.43	\$0.00	\$0.00	\$0.00	\$0.00	\$1,191.35	(1.2)
Expense Subtotal =										\$ 1,348.37
Subconsultant Subtotal =										\$ -
Total Fee = \$ 7,600.00										
PART A SUBTOTAL =										
										\$ 78,100.00
B. SPECIAL SERVICES										
1. Administrative Assistance:										
Labor Subtotal =	\$0.00	\$0.00	\$1,608.33	\$0.00	\$0.00	\$0.00	\$0.00	\$178.70	\$1,712.57	(2.3)
Expense Subtotal =										\$ 0.40
Subconsultant Subtotal =										\$ 6,000.00
Total Fee = \$ 9,500.00										
2. Field Survey - Engineering Design:										
Labor Subtotal =	\$0.00	\$0.00	\$268.05	\$0.00	\$0.00	\$0.00	\$0.00	\$178.70	\$0.00	(2.3)
Expense Subtotal =										\$ 53.24
Subconsultant Subtotal =										\$ 4,900.00
Total Fee = \$ 5,400.00										
3. Geotechnical Investigation:										
Labor Subtotal =	\$0.00	\$0.00	\$268.05	\$0.00	\$0.00	\$0.00	\$0.00	\$178.70	\$0.00	(2.3)
Expense Subtotal =										\$ 53.24
Subconsultant Subtotal =										\$ 5,000.00
Total Fee = \$ 5,300.00										
PART B SUBTOTAL =										
										\$ 20,400.00
GRAND TOTAL =										
										\$ 119,500.00

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

TIME SCHEDULE

The Consultant agrees to proceed with the services immediately upon receipt of a written Notice to Proceed (NTP) by the Client, 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 30 Calendar Days After
Receipt of NTP
 - d. Submit Final Engineer’s Design Report and CSPP Report..... 21 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..... 15 Calendar Days After
Receipt of Review Comments for Item A.2.c
 - a.6) Submit Final Plans and Specifications 21 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. Field Survey – Engineering Design..... 30 Calendar Days After
Receipt of Notice to Proceed
3. Geotechnical Investigation 30 Calendar Days After
Receipt of Notice to Proceed

C. CONSTRUCTION SERVICES

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

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

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 FELONY 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 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.

Selection Criteria: Vendor =
Bank =

Batch =
Due Date =
Invoice Date =

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
Vendor: 104103	ACTION TRAINING SYSTEMS INC				
21668	1/18/2023	1/24/2023	118717	DEPARTMENT ONLINE SUBSCRIPTION	\$3,720.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
100422043022		EDUCATIONAL SERVICES		\$3,720.00	
Subtotal for Vendor 104103 :					\$3,720.00
Vendor: 103611	ACUSHNET TITLEIST COMPANY				
914781814	1/3/2023	1/24/2023		PRE SOLD 3WOOD	\$288.26
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
100455042503		PRE-SOLD MERCH INVENTORY		\$288.26	
Subtotal for Vendor 103611 :					\$288.26
Vendor: 105327	ADOLESCENT SUPPORT SERVICES				
01/03/2023	1/3/2023	1/24/2023		TRUANCY & TEEN COURT APPROPRIATION	\$26,602.45
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
262603048040		APPROPRIATIONS		\$16,136.60	
262603048040		APPROPRIATIONS		\$10,465.85	
Subtotal for Vendor 105327 :					\$26,602.45
Vendor: 100005	ADVANCE INSURANCE COMPANY OF KANSAS				

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
2233900000241	12/30/2022	1/24/2023		ADVANCE INSURANCE	\$1,523.64
		Bank: 2	Account: 2401997092	Wire: Yes	Direct Dep: No
GL Acct	GL Description		Amount		
601000028171	EMPLOYEE LIFE INSURANCE		\$1,523.64		
Subtotal for Vendor 100005 :					\$1,523.64
Vendor:	100693	AFLAC INSURANCE COMPANY			
978549	12/30/2022	1/24/2023		AFLAC INSURANCE	\$6,876.23
		Bank: 2	Account: 2401997092	Wire: Yes	Direct Dep: No
GL Acct	GL Description		Amount		
601000028165	AFLAC INSURANCE		\$6,876.23		
Subtotal for Vendor 100693 :					\$6,876.23
Vendor:	103812	AIRGAS MID SOUTH INC			
9133073103	12/15/2022	12/31/2022		WIRE	\$102.21
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
GL Acct	GL Description		Amount		
520435244030	REPAIR/MAINT EQUIPMENT		\$102.21		
9133073104	12/15/2022	12/31/2022		CYLINDER RENEWAL/CYLINDER RACK/WELDING HELMET	\$638.59
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
GL Acct	GL Description		Amount		
520435244030	REPAIR/MAINT EQUIPMENT		\$638.59		
Subtotal for Vendor 103812 :					\$740.80
Vendor:	103945	AL SHANK INSURANCE INC			

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City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
29293	12/19/2022	12/31/2022		PREMIUM RENEWAL-E VILLA	\$50.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
263604048090		MISCELLANEOUS EXPENSE		\$50.00	
Subtotal for Vendor 103945 :					\$50.00
Vendor:	107310	AMADOR, ADAN			
01/10/23	1/10/2023	1/24/2023		LK BASKETBALL SCOREKEEPER	\$125.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
100452046239		YOUTH & ADULT SPORTS TOUR		\$125.00	
Subtotal for Vendor 107310 :					\$125.00
Vendor:	105232	AMERICAN ROAD			
2022-15589	12/29/2022	12/31/2022		FULL PAGE AD/WINTER 2022	\$3,100.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
206497049779		TRY SOUTHWEST KS EXPENSES		\$3,100.00	
Subtotal for Vendor 105232 :					\$3,100.00
Vendor:	105095	ASCAP			
12/20/2022	12/20/2022	12/31/2022		ASCAP LICENSE FEE	\$420.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
100410048090		MISCELLANEOUS EXPENSE		\$420.00	
Subtotal for Vendor 105095 :					\$420.00
Vendor:	104431	AT&T			

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
DEC 2022	12/25/2022	12/31/2022		MONTHLY PHONE CHARGES DECEMBER	\$4,513.25
	Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
GL Acct	GL Description			Amount	
100410045030	COMMUNICATIONS/PHONE			\$111.38	
100410045030	COMMUNICATIONS/PHONE			\$111.38	
100410045030	COMMUNICATIONS/PHONE			\$111.38	
100410045030	COMMUNICATIONS/PHONE			\$112.98	
100410045030	COMMUNICATIONS/PHONE			\$3,505.36	
100418045030	COMMUNICATIONS/PHONE			\$111.38	
100458045030	COMMUNICATIONS/PHONE			\$111.38	
206497045030	COMMUNICATIONS/PHONE			\$111.38	
206497045030	COMMUNICATIONS/PHONE			\$115.25	
530494045030	COMMUNICATIONS/PHONE			\$111.38	
Subtotal for Vendor 104431 :					\$4,513.25
Vendor: 107283	AT&T				
DEC 2022	12/27/2022	12/31/2022		PUBLIC PHONE/COURT LOBBY	\$142.29
	Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
GL Acct	GL Description			Amount	
100412045030	COMMUNICATIONS/PHONE			\$142.29	
Subtotal for Vendor 107283 :					\$142.29
Vendor: 101658	AUTO ZONE COMMERCIAL PROGRAM				
1640965297	12/23/2022	12/31/2022		NE OE ORANGE/LED BULBS #41	\$37.23
	Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
GL Acct	GL Description			Amount	
530494244032	REPAIR/MAINT VEHICLE			\$37.23	

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Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
1640968109	12/28/2022	12/31/2022		FUSE FOR SPOTLIGHT UNIT #38	\$9.74
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100421044032	REPAIR/MAINT VEHICLE	\$9.74
1640968110	12/28/2022	12/31/2022		DURALAST STARTER UNIT #30	\$114.29
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			530494144032	REPAIR/MAINT VEHICLE	\$114.29
1640968121	12/28/2022	12/31/2022		CR/RETURN INV1640968109	(\$4.87)
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100421044032	REPAIR/MAINT VEHICLE	(\$4.87)
1640971914	1/3/2023	1/24/2023		NEEDA OIL DRAIN PLUG	\$4.95
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			264605044030	REPAIR/MAINT EQUIPMENT	\$4.95
1640971970	1/3/2023	1/24/2023		CR/RETURNED INV 1640971914	(\$4.95)
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			264605044030	REPAIR/MAINT EQUIPMENT	(\$4.95)
1640972488	1/4/2023	1/24/2023		GEAR PULLER 2/3 JAW 5 TON	\$42.99
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100422044030	REPAIR/MAINT EQUIPMENT	\$42.99
Subtotal for Vendor 101658 :					\$199.38
Vendor: 100036	B & B ELECTRICAL INC				

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
02909	12/20/2022	12/31/2022		REPAIR ELECTRICAL LINE INTO A HANGAR	\$2,696.96
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			501495044031	REPAIR/MAINT BUILDING	\$2,696.96
02914	12/21/2022	12/31/2022		CLASS I LABOR	\$85.00
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			520435144038	REPAIR/MAINT LIFT STATION	\$85.00
02933	1/5/2023	1/24/2023		REPLACE 5 LIGHT BULBS/TROUBLESHOOT CIRCUIT	\$711.70
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			510432044031	REPAIR/MAINT BUILDING	\$711.70
Subtotal for Vendor 100036 :					\$3,493.66
Vendor: 9999999	BARBARA PEARCE				
11/30/2022	11/30/2022	12/31/2022		B PEARCE-RABIES VAC & SPAY/NEUTER	\$165.00
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100421134503	RABIES VACCINATIONS	\$15.00
			100421134504	SPAY/NEUTER DEPOSIT	\$150.00
Subtotal for Vendor 9999999 :					\$165.00
Vendor: 100046	BEARING HEADQUARTERS COMPANY				
5786373	6/21/2022	12/31/2022		CR/OVERPAYMENT INV 5786373	(\$55.56)
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			510432044030	REPAIR/MAINT EQUIPMENT	(\$55.56)

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Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
5852117	12/13/2022	12/31/2022		COUPLERS TO INST AIR LINE-STREET SHOP	\$222.72
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct	GL Description		Amount		
301505044031	REPAIR/MAINT BUILDING		\$222.72		
Subtotal for Vendor 100046 :					\$167.16
Vendor: 103829	BEN E KEITH FOODS				
43179250	1/3/2023	1/24/2023		REC CONC. EXP	\$1,225.71
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct	GL Description		Amount		
100452046212	REC CENTER CONCESS EXP		\$1,225.71		
Subtotal for Vendor 103829 :					\$1,225.71
Vendor: 104385	BLACK HILLS CORPORATION				
JAN #2 2023	1/24/2023	12/31/2022		NATURAL GAS SERVICE	\$6,693.89
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct	GL Description		Amount		
100430046021	NATURAL GAS		\$298.44		
100433046021	NATURAL GAS		\$2,121.92		
100455046021	NATURAL GAS		\$408.03		
100456046021	NATURAL GAS		\$548.73		
100492046021	NATURAL GAS		\$702.74		
504495346021	NATURAL GAS		\$1,184.94		
510432046021	NATURAL GAS		\$418.81		
530494146021	NATURAL GAS		\$1,010.28		
Subtotal for Vendor 104385 :					\$6,693.89

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Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
Vendor: 106727 BLUE CHIP ATHLETIC					
192519	1/3/2023	1/24/2023		2022 BITTY BASKETBALL	\$528.84
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100452046219	YOUTH SPORTS EXPENSES	\$528.84
192847	1/3/2023	1/24/2023		2022 LIB REC BASKETBALL	\$1,884.15
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100452046219	YOUTH SPORTS EXPENSES	\$1,884.15
192848	1/3/2023	1/24/2023		2022 CHEER	\$559.35
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100452046219	YOUTH SPORTS EXPENSES	\$559.35
Subtotal for Vendor 106727 :					\$2,972.34
Vendor: 100061 BLUE CROSS - BLUE SHIELD					
16827185	12/30/2022	1/24/2023		BCBS INSURANCE	\$250,150.19
			Bank: 2 Account: 2401997092	Wire: Yes Direct Dep: No	
			GL Acct	GL Description	Amount
			601000028160	MEDICAL INSURANCE	\$250,150.19
Subtotal for Vendor 100061 :					\$250,150.19
Vendor: 106814 BLUE STAR FIRE & ELECTRIC					
6373	12/15/2022	12/31/2022		FIRE ALARM TEST AND INSPECTION	\$305.00
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100461244031	REPAIR/MAINT BUILDING	\$305.00

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
Subtotal for Vendor 106814 :					\$305.00
Vendor:	101434	BORN AVIATION PRODUCTS INC			
0094804-IN	1/2/2023	1/24/2023	GIFT SHOP RETAIL ITEMS		\$1,006.23
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct	GL Description		Amount		
504495346810	GIFT SHOP RESALE ITEMS		\$1,006.23		
Subtotal for Vendor 101434 :					\$1,006.23
Vendor:	9999994	BRANDY CONWAY			
12182022	12/18/2022	12/31/2022	B CONWAY - SPAY/NEUTER/VACCCINATION		\$165.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct	GL Description		Amount		
100421134503	RABIES VACCINATIONS		\$15.00		
100421134504	SPAY/NEUTER DEPOSIT		\$150.00		
Subtotal for Vendor 9999994 :					\$165.00
Vendor:	102329	BROOKS & ASSOCIATES			
2018-2138	12/19/2022	12/31/2022	CITY OF LIB V. M BEST		\$153.50
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct	GL Description		Amount		
100412043035	COURT APPOINTED ATTORNE		\$153.50		
2019-553 & 501	12/19/2022	12/31/2022	CITY OF LIB V. A LIMBOCKER		\$419.50
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct	GL Description		Amount		
100412043035	COURT APPOINTED ATTORNE		\$419.50		
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Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
2020-1188	12/19/2022	12/31/2022		CITY OF LIB V. C A PEREZ	\$478.25
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct		GL Description		Amount
	100412043035		COURT APPOINTED ATTORNE		\$478.25
2021-1470/REVOCATION	1/10/2023	1/24/2023		CITY OF LIB V. D J EDMONDSON	\$255.00
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct		GL Description		Amount
	100412043035		COURT APPOINTED ATTORNE		\$255.00
2021-2621 2022-500	12/12/2022	12/31/2022		CITY OF LIB V. Y DEARMAS	\$305.25
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct		GL Description		Amount
	100412043035		COURT APPOINTED ATTORNE		\$305.25
2022-1272	12/12/2022	12/31/2022		CITY OF LIB V. C BOLANOS	\$183.75
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct		GL Description		Amount
	100412043035		COURT APPOINTED ATTORNE		\$183.75
2022-1760 2022-1343	1/10/2023	1/24/2023		CITY OF LIB V. K ALFARO	\$190.50
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct		GL Description		Amount
	100412043035		COURT APPOINTED ATTORNE		\$190.50
2022-541	12/12/2022	12/31/2022		CITY OF LIB V. R RODRIGUEZ	\$224.00
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct		GL Description		Amount
	100412043035		COURT APPOINTED ATTORNE		\$224.00
2022-830	1/5/2023	1/24/2023		CITY OF LIB V. A AVITIA-VILLA	\$294.00
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct		GL Description		Amount
	100412043035		COURT APPOINTED ATTORNE		\$294.00

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City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
2022-924 2022-1310	12/12/2022	12/31/2022		CITY OF LIB V. L GARCIA-BALL	\$225.25
	Bank: 2		Account: 2401997092	Wire: No	Direct Dep: No
GL Acct			GL Description	Amount	
100412043035			COURT APPOINTED ATTORNE	\$225.25	
Subtotal for Vendor 102329 :					\$2,729.00
Vendor: 100744	BROWNS FURNITURE INC				
178182	1/4/2023	1/24/2023		CARPET FOR OLDSIDE BUILDING	\$40,000.00
	Bank: 2		Account: 2401997092	Wire: No	Direct Dep: No
GL Acct			GL Description	Amount	
301505044031			REPAIR/MAINT BUILDING	\$40,000.00	
Subtotal for Vendor 100744 :					\$40,000.00
Vendor: 101098	BSN SPORTS INC				
920013556	12/23/2022	12/31/2022		SLIPP-NOTT BASE & PAD	\$164.99
	Bank: 2		Account: 2401997092	Wire: No	Direct Dep: No
GL Acct			GL Description	Amount	
100452046220			MENS BASKETBALL EXPENSES	\$164.99	
Subtotal for Vendor 101098 :					\$164.99
Vendor: 100095	BUMPER TO BUMPER AUTO PARTS LIBERAL				
507244	11/28/2022	12/31/2022		CONITNENTAL BATTERY UNIT #46	\$112.76
	Bank: 2		Account: 2401997092	Wire: No	Direct Dep: No
GL Acct			GL Description	Amount	
100421044032			REPAIR/MAINT VEHICLE	\$112.76	
507798	12/23/2022	12/31/2022		CONTINENTAL BATTERY UNIT #9	\$131.76
	Bank: 2		Account: 2401997092	Wire: No	Direct Dep: No
GL Acct			GL Description	Amount	

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Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
507799	100421044032	12/23/2022	12/31/2022	REPAIR/MAINT VEHICLE	\$131.76
				CR/ INV 507798 CASTING RETURN	(\$19.00)
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct		GL Description		Amount
507832	100421044032	12/27/2022	12/31/2022	REPAIR/MAINT VEHICLE	(\$19.00)
				PART TO REPAIR A/C CHARGER	\$33.63
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct		GL Description		Amount
507944	100433044030	1/4/2023	1/24/2023	REPAIR/MAINT EQUIPMENT	\$33.63
				STOCK ROOM SUPPLIES	\$116.24
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct		GL Description		Amount
508069	100433046089	1/10/2023	1/24/2023	STOCK ROOM SUPPLIES	\$116.24
				STOCK ROOM SUPPLIES	\$169.11
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct		GL Description		Amount
508071	100433046089	1/10/2023	1/24/2023	STOCK ROOM SUPPLIES	\$169.11
				FUEL & OIL FOR FLEET SHOP	\$116.04
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct		GL Description		Amount
	100433046026			GASOLINE & OIL	\$116.04
Subtotal for Vendor 100095 :					\$660.54
Vendor: 106932	BURCIAGA IVAN				
01/10/23	1/10/2023	1/24/2023		LK BASKETBALL SCOREKEEPER	\$100.00
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct		GL Description		Amount
	100452046239			YOUTH & ADULT SPORTS TOUR	\$100.00

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City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
Subtotal for Vendor 106893 :					\$100.00
Vendor:	106893	CAMPOS, CARLOS			
01/10/23	1/10/2023	1/24/2023		LK BASKETBALL SCOREKEEPER	\$125.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
100452046239		YOUTH & ADULT SPORTS TOUR		\$125.00	
Subtotal for Vendor 106893 :					\$125.00
Vendor:	104814	CARROLL AUTO GLASS			
52030	12/20/2022	12/31/2022		REPLACE GLASS	\$563.71
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
520435044032		REPAIR/MAINT VEHICLE		\$563.71	
Subtotal for Vendor 104814 :					\$563.71
Vendor:	100603	CDW GOVERNMENT INC			
FM03288	12/6/2022	12/31/2022		REPLACEMENT PRINTER	\$210.68
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
100422044030		REPAIR/MAINT EQUIPMENT		\$210.68	
FR90169	12/19/2022	12/31/2022		REPLACEMENT PRINTER	\$755.16
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
501495044030		REPAIR/MAINT EQUIPMENT		\$755.16	
FV30298	12/27/2022	12/31/2022		TRIPP UPS REPLACEMENT BATT	\$303.40
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	

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Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
	100418044030			REPAIR/MAINT EQUIPMENT	\$303.40
	Subtotal for Vendor 100603 :				\$1,269.24
Vendor:	106754	CENTRAL LINKS GOLF			
	16801-018	12/31/2022	12/31/2022	HANDICAP FEES	\$160.00
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct	GL Description		Amount	
	100455043080	MEMBERSHIP DUES		\$160.00	
	Subtotal for Vendor 106754 :				\$160.00
Vendor:	106536	CHANCE'S SERVICE CENTER			
	0057998	12/30/2022	12/31/2022	CITY BUS SERV UNIT #220	\$334.95
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct	GL Description		Amount	
	261602144032	REPAIR/MAINT VEHICLE		\$334.95	
	0058008	1/4/2023	1/24/2023	CITY BUS SERV UNIT #202	\$88.54
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct	GL Description		Amount	
	261602144032	REPAIR/MAINT VEHICLE		\$88.54	
	Subtotal for Vendor 106536 :				\$423.49
Vendor:	100890	CHRYSLER CORNER INC			
	1008819	12/28/2022	12/31/2022	AIR & OIL FILTER SERV UNIT #152	\$149.76
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct	GL Description		Amount	
	510432044032	REPAIR/MAINT VEHICLE		\$149.76	

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
108821	12/28/2022	12/31/2022		OIL AND FILTER SERV UNIT #153	\$105.52
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
510432044032		REPAIR/MAINT VEHICLE		\$105.52	
Subtotal for Vendor 100890 :					\$255.28
Vendor:	105961	CINTAS FIRST AID & SAFETY			
5139146846	1/3/2023	1/24/2023		WATER FIRST AID KIT SERVICE	\$97.75
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
530494048090		MISCELLANEOUS EXPENSE		\$97.75	
Subtotal for Vendor 105961 :					\$97.75
Vendor:	100099	CIRCLE D APPLIANCE INC			
7453	12/30/2022	12/31/2022		TOP LOAD- ELECT & 5.3 CF	\$1,808.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
100450044030		REPAIR/MAINT EQUIPMENT		\$1,808.00	
Subtotal for Vendor 100099 :					\$1,808.00
Vendor:	105756	CIVICPLUS			
250196	1/25/2023	1/24/2023		CIVICREC ANNUAL FEE	\$4,500.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
100450046028		DATA PROCESSING		\$4,500.00	
Subtotal for Vendor 105756 :					\$4,500.00
Vendor:	103798	CLEVELAND GOLF INC			

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
7225235 SO	12/7/2022	12/31/2022		HATS HAWAII COLLECTION	\$160.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct			GL Description	Amount	
100455042501			MERCHANDISE INVENTORY	\$160.00	
Subtotal for Vendor 103798 :					\$160.00
Vendor: 107011	COLLINS MOWING & LANDSCAPING				
23-DR-001	1/4/2023	1/24/2023		10 W 15TH STREET	\$150.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct			GL Description	Amount	
100424044064			MOWING EXPENSE	\$150.00	
Subtotal for Vendor 107011 :					\$150.00
Vendor: 106334	COMPLIANCEONE				
299993	1/7/2023	1/24/2023		PRE EMPLOYMENT TEST	\$176.37
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct			GL Description	Amount	
100410043060			DRUG & ALCOHOL TEST FEE	\$99.37	
510432045042			PERSONNEL RECRUITMENT EX	\$77.00	
299994	1/7/2022	1/24/2023		U TESTING	\$210.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct			GL Description	Amount	
261602145042			PERSONNEL RECRUITMENT EX	\$210.00	
Subtotal for Vendor 106334 :					\$386.37
Vendor: 107206	COMPUTER INFORMATION CONCEPTS				

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
01/06/2023	1/6/2023	1/24/2023		1/2 MODIFICATION/ ELECT PMT & MASTER METER	\$8,430.00
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
GL Acct			GL Description	Amount	
735410046028			DATA PROCESSING	\$8,430.00	
Subtotal for Vendor 107206 :					\$8,430.00
Vendor: 106280	CORE & MAIN LP				
S088795	12/29/2022	12/31/2022		METERS	\$2,953.96
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
GL Acct			GL Description	Amount	
530494244447			LEASE PURCH/WATER METERS	\$2,953.96	
S090077	12/29/2022	12/31/2022		HYMAX 2 FLIP	\$612.56
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
GL Acct			GL Description	Amount	
530494244036			REPAIR/MAINT LINE	\$612.56	
S093588	12/29/2022	12/31/2022		PARTS FOR LINE REPAIR	\$2,145.50
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
GL Acct			GL Description	Amount	
530494244036			REPAIR/MAINT LINE	\$2,145.50	
S129625	12/29/2022	12/31/2022		PARTS FOR METER REPAIR	\$2,703.45
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
GL Acct			GL Description	Amount	
530494244029			REPAIR/MAINT METERS	\$2,703.45	
S129887	12/29/2022	12/31/2022		BALL METER VALVE	\$1,622.07
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
GL Acct			GL Description	Amount	
530494244029			REPAIR/MAINT METERS	\$1,622.07	

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
Subtotal for Vendor 106280 :					\$10,037.54
Vendor:	106862	CROELL INC			
699837	11/29/2022	12/31/2022	CONCRETE FOR STREET REPAIR		\$494.50
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
260601044062		STREET MAINTENANCE SVC		\$494.50	
Subtotal for Vendor 106862 :					\$494.50
Vendor:	9999993	DAVID KOMAREK			
12/27/22	12/27/2022	12/31/2022	D KOMAREK/ - SPAY/NEUTER/VACCINATION		\$165.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
100421134503		RABIES VACCINATIONS		\$15.00	
100421134504		SPAY/NEUTER DEPOSIT		\$150.00	
Subtotal for Vendor 9999993 :					\$165.00
Vendor:	9999992	DAVID WELCH			
09/26/22	9/26/2022	12/31/2022	D WELCH - SPAY/NEUTER/VACCINATION		\$165.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
100421134503		RABIES VACCINATIONS		\$15.00	
100421134504		SPAY/NEUTER DEPOSIT		\$150.00	
Subtotal for Vendor 9999992 :					\$165.00
Vendor:	106630	DEX-YP			

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
01/01/23	1/1/2023	1/24/2023		YELLOW PAGES ADVERTISING	\$60.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct	GL Description		Amount		
261602145040	ADVERTISING/PUBLICATIONS		\$60.00		
Subtotal for Vendor 106630 :					\$60.00
Vendor:	105227	DISH NETWORK			
JAN-23	1/11/2023	1/24/2023		DISH MONTHLY PAYMENT	\$106.85
Bank: 2 Account: 2401997092 Wire: Yes Direct Dep: No					
GL Acct	GL Description		Amount		
100455045035	CABLE TV		\$106.85		
Subtotal for Vendor 105227 :					\$106.85
Vendor:	107065	DPC ENTERPRISES, L.P.			
DE28000497-22	11/30/2022	12/31/2022		CHLORINE 2000# CONT	\$250.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct	GL Description		Amount		
520435246017	CHEMICAL SUPPLIES		\$250.00		
Subtotal for Vendor 107065 :					\$250.00
Vendor:	104419	EAGLE SENSORS & CONTROLS			
7852	11/28/2022	12/31/2022		SOLENOID VALVE; DIRECT ACTING	\$1,959.40
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct	GL Description		Amount		
530494144030	REPAIR/MAINT EQUIPMENT		\$1,959.40		
Subtotal for Vendor 104419 :					\$1,959.40
Vendor:	102946	EARLES ENGINEERING & INSPECTION INC			

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
16254	1/9/2023	1/24/2023		ENGINEERING SVC/WWTPUP	\$12,818.25
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			301505043013	ENGINEERING	\$12,818.25
16256	1/9/2023	1/24/2023		ENGINEERING SVC/2NDSTW	\$19,068.38
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			301505043013	ENGINEERING	\$19,068.38
16258	1/9/2023	1/24/2023		ENGINEERING SVC/OLDCTY	\$249.00
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			301505043013	ENGINEERING	\$249.00
16259	1/9/2023	1/24/2023		ENGINEERING SVC/BALLCX	\$580.00
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			301505043013	ENGINEERING	\$580.00
16260	1/9/2023	1/24/2023		ENGINEERING SVC/BALLCX	\$137.00
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			301505043013	ENGINEERING	\$137.00
Subtotal for Vendor 102946 :					\$32,852.63
Vendor: 103743	EMC INSURANCE COMPANIES				
01/12/2023	1/12/2023	1/24/2023		WORKERS COMPENSATION	\$1,850.15
			Bank: 2 Account: 2401997092	Wire: Yes Direct Dep: No	
			GL Acct	GL Description	Amount
			100421042060	WORKERS COMPENSATION	\$749.35
			100422042060	WORKERS COMPENSATION	\$89.52

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
	100456042060			WORKERS COMPENSATION	\$298.69
	530494242060			WORKERS COMPENSATION	\$712.59
Subtotal for Vendor 103743 :					\$1,850.15
Vendor:	107123	ENGROFF CATERING			
	E07544	1/9/2023	1/24/2023	LIBERAL PANKCAKE BREAKFAST	\$2,280.00
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct	GL Description			Amount
	206497046273	PROMOTIONAL EXPENSES			\$2,280.00
Subtotal for Vendor 107123 :					\$2,280.00
Vendor:	106878	EPIC TOUCH			
	ANIMAL CONTROL-JAN 23	1/1/2023	1/24/2023	INTERNET SERVICE	\$162.75
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct	GL Description			Amount
	100421146090	OTHER OPERATING SUPPLIES			\$162.75
	BASEBALL/SOFTBALL-JAN 21	1/1/2023	1/24/2023	INTERNET SERVICE	\$162.75
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct	GL Description			Amount
	100457046028	DATA PROCESSING			\$162.75
	SANITATION DEC 22	12/31/2022	12/31/2022	INTERNET SERVICE	\$162.75
		Bank: 2	Account: 2401997092	Wire: Yes	Direct Dep: No
	GL Acct	GL Description			Amount
	510432046028	DATA PROCESSING			\$162.75
	WASTEWATER-JAN 23	1/1/2023	1/24/2023	INTERNET SERVICE	\$162.75
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct	GL Description			Amount
	520435045030	COMMUNICATIONS/PHONE			\$162.75

Operator: daisy.torres 1/19/2023 2:22:28 PM
Report ID: (APLT20)

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Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
WATER TOWERS DEC 22	12/31/2022	12/31/2022		INTERNET SERVICE	\$63.00
Bank: 2 Account: 2401997092 Wire: Yes Direct Dep: No					
GL Acct	GL Description		Amount		
530494046028	DATA PROCESSING		\$63.00		
Subtotal for Vendor 106878 :					\$714.00
Vendor: 106476	EQUITY BANK/USD 480				
DEC-22	12/30/2022	1/24/2023		USD480 APPROPRIATION	\$202,172.91
Bank: 2 Account: 2401997092 Wire: Yes Direct Dep: No					
GL Acct	GL Description		Amount		
245805048040	APPROPRIATIONS		\$202,172.91		
Subtotal for Vendor 106476 :					\$202,172.91
Vendor: 105768	ESSIX, ERIC				
01/05/23	1/5/2023	1/24/2023		BASKETBALL OFFICIAL	\$420.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct	GL Description		Amount		
100452046220	MENS BASKETBALL EXPENSES		\$420.00		
Subtotal for Vendor 105768 :					\$420.00
Vendor: 103891	FASTENAL COMPANY				
KSLIB97283	10/21/2022	12/31/2022		HVAC AIR FILTERS	\$36.43
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct	GL Description		Amount		
520435244030	REPAIR/MAINT EQUIPMENT		\$36.43		
KSLIB97991	12/9/2022	12/31/2022		ELITE SC/EPXY ANCHOR SYS	\$374.08
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct	GL Description		Amount		

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
KSLIB98204	520435244030			REPAIR/MAINT EQUIPMENT	\$374.08
	12/27/2022	12/31/2022		PLIER SET/7IN NUT DRIV SET	\$132.85
	Bank: 2 Account: 2401997092 Wire: No Direct Dep: No				
KSLIB98224	510432044030			REPAIR/MAINT EQUIPMENT	\$132.85
	12/29/2022	12/31/2022		BATTERIES/GLOVES/EYEWEAR/TAPE	\$170.29
	Bank: 2 Account: 2401997092 Wire: No Direct Dep: No				
KSLIB98229	530494144030			REPAIR/MAINT EQUIPMENT	\$85.14
	530494244030			REPAIR/MAINT EQUIPMENT	\$85.15
	12/30/2022	12/31/2022		GLOVES	\$269.17
KSLIB98239	530494144030			REPAIR/MAINT EQUIPMENT	\$134.58
	530494244030			REPAIR/MAINT EQUIPMENT	\$134.59
	12/30/2022	12/31/2022		PLIER CARD/PLIER SET	\$88.45
KSLIB98306	510432044030			REPAIR/MAINT EQUIPMENT	\$88.45
	1/5/2023	1/24/2023		EMS GLOVES-MEDIUM	\$157.20
	Bank: 2 Account: 2401997092 Wire: No Direct Dep: No				
KSLIB98344	100422044030			REPAIR/MAINT EQUIPMENT	\$157.20
	1/9/2023	1/24/2023		ALUM PIPE WRENCH	\$195.67
	Bank: 2 Account: 2401997092 Wire: No Direct Dep: No				
	280601044030			REPAIR/MAINT EQUIPMENT	\$195.67

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
KSLIB98369	1/10/2023	1/24/2023		3 WRENCH	\$208.11
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
		GL Acct	GL Description		Amount
		260601044030	REPAIR/MAINT EQUIPMENT		\$208.11
KSLIB98370	1/10/2023	1/24/2023		JOBBER & T-130-AG	\$43.42
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
		GL Acct	GL Description		Amount
		100433044030	REPAIR/MAINT EQUIPMENT		\$43.42
Subtotal for Vendor 103891 :					\$1,675.67
Vendor: 100178	FOSS MOTOR CO INC				
12/25/2022	12/25/2022	12/31/2022		STATEMENT-INTEREST CHARGE	\$12.25
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
		GL Acct	GL Description		Amount
		501495048090	MISCELLANEOUS EXPENSE		\$12.25
Subtotal for Vendor 100178 :					\$12.25
Vendor: 106637	GARCIA, AARON TORRES				
01/10/23	1/10/2023	1/24/2023		LK BASKETBALL SCOREKEEPER	\$125.00
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
		GL Acct	GL Description		Amount
		100452046239	YOUTH & ADULT SPORTS TOUR		\$125.00
Subtotal for Vendor 106637 :					\$125.00
Vendor: 106708	GOVERNMENT BRANDS SHARED SERVICES				
INV4318745	12/29/2022	12/31/2022		MONTHLY NCOURT FEES/DEC	\$54.61
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
		GL Acct	GL Description		Amount

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
INV4318746	504495345017	12/29/2022	12/31/2022	CREDIT CARD FEES	\$54.61
				MONTHLY N COURT FEES/DEC	\$9.61
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct		GL Description		Amount
INV4318747	206497045017	12/29/2022	12/31/2022	CREDIT CARD FEES	\$9.61
				MONTHLY NCOURT FEES/DEC	\$75.83
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct		GL Description		Amount
	100455045017			CREDIT CARD FEES	\$75.83
Subtotal for Vendor 106708 :					\$140.05
Vendor:	100401	GRAINGER			
830471777	12/20/2022	12/31/2022		GRIER HOUSE FIRE ALARM PANEL	\$215.52
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct		GL Description		Amount
	100461244031			REPAIR/MAINT BUILDING	\$215.52
Subtotal for Vendor 100401 :					\$215.52
Vendor:	104626	HAVOC SUPPLY			
86324	12/22/2022	12/31/2022		GRIER HOUSE THERMOSTAT	\$72.81
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct		GL Description		Amount
	100461244031			REPAIR/MAINT BUILDING	\$72.81
86354	12/23/2022	12/31/2022		PVC THREADED NIPPLE	\$58.20
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct		GL Description		Amount
	520435244030			REPAIR/MAINT EQUIPMENT	\$58.20

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
86411	12/27/2022	12/31/2022		VENT COVERS FOR NEW STREET SHOP	\$16.45
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			301505044031	REPAIR/MAINT BUILDING	\$16.45
86428	12/27/2022	12/31/2022		PARTS TO INST ELECT POWER AT STREET SHOP	\$100.10
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			301505044031	REPAIR/MAINT BUILDING	\$100.10
86435	12/27/2022	12/31/2022		SS PLUG-228 CORNELL	\$8.04
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			530494244029	REPAIR/MAINT METERS	\$8.04
86445	12/28/2022	12/31/2022		AIR FILTERS	\$458.91
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100410044031	REPAIR/MAINT BUILDING	\$44.48
			100410048090	MISCELLANEOUS EXPENSE	\$58.80
			100421044031	REPAIR/MAINT BUILDING	\$137.10
			100421144031	REPAIR/MAINT BUILDING	\$54.24
			100461244031	REPAIR/MAINT BUILDING	\$54.25
			264605044031	REPAIR/MAINT BUILDING	\$7.60
			501495044031	REPAIR/MAINT BUILDING	\$21.10
			504495344035	AIR MUSEUM BLDG MAINT	\$81.34
86517	12/29/2022	12/31/2022		PVC ELBOW/BUSHING	\$10.98
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			520435244030	REPAIR/MAINT EQUIPMENT	\$10.98

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
86616	1/4/2023	1/24/2023		PARTS TO INST GAS LINE-STREET SHOP	\$1,860.22
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			301505044031	REPAIR/MAINT BUILDING	\$1,860.22
86671	1/5/2023	1/24/2023		PARTS TO INST GAS LINE-STREET SHOP	\$10.29
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			301505044031	REPAIR/MAINT BUILDING	\$10.29
86697	1/5/2023	1/24/2023		IRRIGATION RPR/ICE MACHINE RPR	\$48.24
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100492044024	LAWN CARE/GROUNDS UPKEEP	\$47.68
			264605044030	REPAIR/MAINT EQUIPMENT	\$0.56
86751	1/6/2023	1/24/2023		BLACK BUSHING/COUPLING/BELL	\$53.32
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			301505044030	REPAIR/MAINT EQUIPMENT	\$53.32
Subtotal for Vendor 104626 :					\$2,697.56
Vendor: 10553	HAWKINS INC				
6360715	12/15/2022	12/31/2022		POLY TOTES	\$150.00
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			520435246017	CHEMICAL SUPPLIES	\$150.00
Subtotal for Vendor 105553 :					\$150.00
Vendor: 104490	HAYS FIRE AND RESCUE				

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
6201D	12/23/2022	12/31/2022		DRAIN VALVE-ENG #17	\$77.16
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100422044032	REPAIR/MAINT VEHICLE	\$77.16
6209D	12/23/2022	12/31/2022		LADDER RACK CLAMP	\$257.32
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100422044032	REPAIR/MAINT VEHICLE	\$257.32
Subtotal for Vendor 104490 :					\$334.48
Vendor: 105879	HECO HEATING AND COOLING				
4187	12/16/2022	12/31/2022		FURNISH/INST INVENTORY BAY	\$2,950.00
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			530494044031	REPAIR/MAINT BUILDING	\$2,950.00
4226	12/29/2022	12/31/2022		RADIANT HEATER	\$150.00
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			530494144026	REPAIR/MAINT WATER WELL	\$150.00
Subtotal for Vendor 105879 :					\$3,100.00
Vendor: 106940	HERNANDEZ, SEBASTIAN				
01/10/23	1/10/2023	1/24/2023		LK BASKETBALL/SOCCER SCOREKEEPER	\$275.00
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100452046239	YOUTH & ADULT SPORTS TOUR	\$275.00
Subtotal for Vendor 106940 :					\$275.00

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt	
Vendor: 104991 HIGH PLAINS DAILY LEADER AND TIMES						
106179	9/30/2022	12/31/2022		MID AME AIR MUSEUM AD	\$100.00	
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No		
			GL Acct	GL Description	Amount	
			504495345040	ADVERTISING/PUBLICATIONS	\$100.00	
107718	12/31/2022	12/31/2022		WINTER SPORTS 2022 PACKAGE	\$210.00	
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No		
			GL Acct	GL Description	Amount	
			504495345040	ADVERTISING/PUBLICATIONS	\$210.00	
107719	12/31/2022	12/31/2022		COLLEGE BOWL CHALLENGE	\$100.00	
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No		
			GL Acct	GL Description	Amount	
			504495345040	ADVERTISING/PUBLICATIONS	\$100.00	
12/01/2022	12/31/2022	12/31/2022		DECEMBER STATEMENT-BALANCE FORWARD	\$154.53	
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No		
			GL Acct	GL Description	Amount	
			100450045040	ADVERTISING/PUBLICATIONS	\$154.53	
			Subtotal for Vendor 104991 :			\$564.53
Vendor: 106775 HODGES COLLISION REPAIR LLC						
12085	12/12/2022	12/31/2022		LIBERAL CITY BUS SERV UNIT #202	\$260.00	
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No		
			GL Acct	GL Description	Amount	
			261602144032	REPAIR/MAINT VEHICLE	\$260.00	
			Subtotal for Vendor 106775 :			\$260.00
Vendor: 104449 IDEXX DISTRIBUTION INC						

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
3105303945	1/18/2023	12/31/2022	118554	SEALER, LAMP, CABINET	\$4,435.97
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct	GL Description		Amount		
301505044030	REPAIR/MAINT EQUIPMENT		\$4,435.97		
Subtotal for Vendor 104449 :					\$4,435.97
Vendor:	101458	INFORMATION NETWORK OF KANSAS			
3717470.2	12/31/2022	12/31/2022		CRIMINAL HISTORY/DEC	\$233.80
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct	GL Description		Amount		
100410048090	MISCELLANEOUS EXPENSE		\$233.80		
3744830	1/31/2022	1/24/2023		CRIMINAL HISTORY	\$20.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct	GL Description		Amount		
100410048090	MISCELLANEOUS EXPENSE		\$20.00		
Subtotal for Vendor 101458 :					\$253.80
Vendor:	106378	J & M GOLF			
0664958-IN	1/3/2023	1/24/2023		GRSP & TEES	\$826.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct	GL Description		Amount		
100455042501	MERCHANDISE INVENTORY		\$826.00		
Subtotal for Vendor 106378 :					\$826.00
Vendor:	9999998	JESSIE JONES			
12/22/2023	12/22/2022	12/31/2022		J JONES-RABIES VAC & SPAY/NEUTER	\$165.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct	GL Description		Amount		

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
100421134503				RABIES VACCINATIONS	\$15.00
100421134504				SPAY/NEUTER DEPOSIT	\$150.00
Subtotal for Vendor 9999998 :					\$165.00

Vendor: 107050 JOHN DEERE/BIG R

DECEMBER 2022 12/9/2022 12/31/2022 BIG R DEC STATEMENT \$1,744.68

Bank: 2 Account: 2401997092 Wire: No Direct Dep: No

GL Acct	GL Description	Amount
100410044031	REPAIR/MAINT BUILDING	\$5.97
100416046090	OTHER OPERATING SUPPLIES	\$22.97
100422044030	REPAIR/MAINT EQUIPMENT	\$44.98
100422044030	REPAIR/MAINT EQUIPMENT	\$244.89
100422044030	REPAIR/MAINT EQUIPMENT	\$3.97
100422044031	REPAIR/MAINT BUILDING	\$17.98
100422044032	REPAIR/MAINT VEHICLE	\$22.99
100422044032	REPAIR/MAINT VEHICLE	\$3.16
100422044032	REPAIR/MAINT VEHICLE	\$17.98
100433046089	STOCK ROOM SUPPLIES	\$6.49
100433046089	STOCK ROOM SUPPLIES	\$33.78
100450044024	LAWN CARE/GROUNDS UPKEEP	\$328.93
100450044024	LAWN CARE/GROUNDS UPKEEP	\$10.99
100450044030	REPAIR/MAINT EQUIPMENT	\$78.96
100450044030	REPAIR/MAINT EQUIPMENT	\$17.98
100450044031	REPAIR/MAINT BUILDING	\$25.98
100450044031	REPAIR/MAINT BUILDING	\$19.98
100450044031	REPAIR/MAINT BUILDING	\$77.95
100450044031	REPAIR/MAINT BUILDING	\$100.93

Operator: daisy.torres
Report ID: (APLT20)

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Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
100455044030				REPAIR/MAINT EQUIPMENT	\$54.99
100492044030				REPAIR/MAINT EQUIPMENT	\$106.96
100492044030				REPAIR/MAINT EQUIPMENT	\$2.96
264605044030				REPAIR/MAINT EQUIPMENT	\$3.99
301505044031				REPAIR/MAINT BUILDING	\$42.91
520435144030				REPAIR/MAINT EQUIPMENT	\$27.99
520435148090				MISCELLANEOUS EXPENSE	\$52.95
520435244030				REPAIR/MAINT EQUIPMENT	\$17.97
520435244030				REPAIR/MAINT EQUIPMENT	\$5.77
530494044030				REPAIR/MAINT EQUIPMENT	\$9.99
530494044030				REPAIR/MAINT EQUIPMENT	\$139.95
530494144026				REPAIR/MAINT WATER WELL	\$26.43
530494144026				REPAIR/MAINT WATER WELL	\$0.20
530494144031				REPAIR/MAINT BUILDING	\$2.48
530494244029				REPAIR/MAINT METERS	\$17.17
530494244029				REPAIR/MAINT METERS	\$10.03
530494244029				REPAIR/MAINT METERS	\$3.14
530494244030				REPAIR/MAINT EQUIPMENT	\$23.97
530494244031				REPAIR/MAINT BUILDING	\$47.98
530494244032				REPAIR/MAINT VEHICLE	\$59.99

Subtotal for Vendor 107050 : \$1,744.68

Vendor: 103610 JOHN E REID AND ASSOCIATES, INC

FA973C93-0001 1/5/2023 1/24/2023 T BURGESS-3 DAY REID TECHNIQUE OF INTERVIEW \$500.00

Bank: 2 Account: 2401997092 Wire: No Direct Dep: No

GL Acct	GL Description	Amount
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Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
	100421048092			IN SERVICE TRAINING	\$500.00
				Subtotal for Vendor 103610 :	\$500.00
Vendor:	106762	JOHNSON CONTROLS			
	23286273	12/15/2022	12/31/2022	ANNUAL MONITORING SERVICE AGREEMENT	\$600.00
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct	GL Description			Amount
	100450044031	REPAIR/MAINT BUILDING			\$600.00
				Subtotal for Vendor 106762 :	\$600.00
Vendor:	101425	JONES MONUMENT CO			
	01/03/2023	1/3/2023	1/24/2023	HEADSTONE REPLACEMENT	\$614.76
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct	GL Description			Amount
	702492038001	LOT & CRYPT SALES			\$614.76
				Subtotal for Vendor 101425 :	\$614.76
Vendor:	100239	KANSAS ASSOCIATION OF CITY/COUNTY			
	798	1/9/2023	1/24/2023	2023 FULL KACM MEMBERSHIP DUES MED CITY	\$200.00
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct	GL Description			Amount
	100413043080	MEMBERSHIP DUES			\$200.00
				Subtotal for Vendor 100239 :	\$200.00
Vendor:	100424	KANSAS DEPARTMENT OF REVENUE			
	92243	1/3/2023	12/31/2022	4TH QUARTER 2022	\$14,902.13
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct	GL Description			Amount

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
	530494348017			STATE WATER PLAN FUNDING	\$7,691.42
	530494348026			CLEAN DRINKING WATER FEE	\$7,210.71
Subtotal for Vendor 100424 :					\$14,902.13
Vendor:	100023	KANSAS DEPT OF HEALTH & ENVIRONMENT			
60203	1/4/2023	1/24/2023		WATER ANALYSIS	\$1,070.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
	530494143014			ANALYSIS	\$1,070.00
60380	1/4/2023	1/24/2023		WATER ANALYSIS	\$24.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
	530494143014			ANALYSIS	\$24.00
Subtotal for Vendor 100023 :					\$1,094.00
Vendor:	100253	KANSAS MUNICIPAL JUDGES ASSOCIATION			
2023	1/10/2023	1/24/2023		KMJA ANNUAL DUES	\$25.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
	100412043080			MEMBERSHIP DUES	\$25.00
Subtotal for Vendor 100253 :					\$25.00
Vendor:	104151	KANSAS PEACE OFFICER ASSOCIATION			
05086	11/2/2022	12/31/2022		ANNUAL MEMBERSHIP DUES	\$1,290.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
	100421043080			MEMBERSHIP DUES	\$1,290.00

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
Subtotal for Vendor 104151 :					\$1,290.00
Vendor:	105291	KANSAS PUBLIC TRANSIT ASSOCIATION			
2023	1/9/2023	1/24/2023		KPTA MEMBERSHIP DUES	\$95.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
261602143080		MEMBERSHIP DUES		\$95.00	
Subtotal for Vendor 105291 :					\$95.00
Vendor:	104952	KANSAS STATE TREASURER			
R1230201119206	1/11/2023	1/24/2023		GO-21B	\$29,951.25
Bank: 2 Account: 2401997092 Wire: Yes Direct Dep: No					
GL Acct		GL Description		Amount	
402470048031		DEBT PAYMENTS-INTEREST		\$29,951.25	
R1230201119207	1/11/2023	1/24/2023		GO-20C & GO-20d	\$343,203.00
Bank: 2 Account: 2401997092 Wire: Yes Direct Dep: No					
GL Acct		GL Description		Amount	
401470048031		DEBT PAYMENTS-INTEREST		\$1,732.25	
402470048030		DEBT PAYMENTS-PRINCIPAL		\$340,000.00	
402470048031		DEBT PAYMENTS-INTEREST		\$1,470.75	
Subtotal for Vendor 104952 :					\$373,154.25
Vendor:	105083	KANSASLAND TIRE CO			
15274	1/4/2023	1/24/2023		TIRE SERVICE UNIT #254	\$27.46
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
100421044032		REPAIR/MAINT VEHICLE		\$27.46	

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
Subtotal for Vendor 105083 :					\$27.46
Vendor:	100271	KEATING TRACTOR & EQUIPMENT INC			
	314451	11/4/2022	12/31/2022	SCREW DRIVER	\$40.50
		Bank:	2	Account: 2401997092	Wire: No
				Direct Dep: No	
		GL Acct	GL Description		Amount
		100429046088	TOOLS		\$40.50
Subtotal for Vendor 100271 :					\$40.50
Vendor:	100004	KOST TRUCK SUPPLY INC			
	338617	12/21/2022	12/31/2022	RAD HOSE 2" UNIT #51	\$16.20
		Bank:	2	Account: 2401997092	Wire: No
				Direct Dep: No	
		GL Acct	GL Description		Amount
		510432044032	REPAIR/MAINT VEHICLE		\$16.20
Subtotal for Vendor 100004 :					\$16.20
Vendor:	106500	KU EDWARDS CAMPUS			
	154934E0	11/10/2022	12/31/2022	D FLOYD-FIELD TRAINING PROGRAM	\$175.00
		Bank:	2	Account: 2401997092	Wire: No
				Direct Dep: No	
		GL Acct	GL Description		Amount
		100421048092	IN SERVICE TRAINING		\$175.00
	DD2B702A	11/9/2022	12/31/2022	T SHUMAN-FIELD TRAINING PROGRAM	\$175.00
		Bank:	2	Account: 2401997092	Wire: No
				Direct Dep: No	
		GL Acct	GL Description		Amount
		100421048092	IN SERVICE TRAINING		\$175.00
Subtotal for Vendor 106500 :					\$350.00
Vendor:	100335	LEAGUE OF KANSAS MUNICIPALITIES			

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
23-15	1/5/2023	1/24/2023		ANNUAL MEMBERSHIP DUES & JOURNALS	\$8,696.23
	Bank: 2		Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct	GL Description		Amount	
	100411043080	MEMBERSHIP DUES		\$8,696.23	
5730	1/10/2023	1/24/2023		PERSONEL RECRUITMENT	\$550.00
	Bank: 2		Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct	GL Description		Amount	
	100413045042	PERSONNEL RECRUITMENT EX		\$550.00	
Subtotal for Vendor 100335 :					\$9,246.23
Vendor:	105983	LEGIT CRIC & S CONSTRUCTION LLC			
100-10247B	12/2/2022	12/31/2022		COUNTER HOLES/GROMMETS	\$340.00
	Bank: 2		Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct	GL Description		Amount	
	301505044031	REPAIR/MAINT BUILDING		\$340.00	
Subtotal for Vendor 105983 :					\$340.00
Vendor:	100351	LIBERAL AREA CHAMBER OF COMMERCE			
10919	1/3/2023	1/24/2023		2023 CHAMBER DUES	\$1,500.00
	Bank: 2		Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct	GL Description		Amount	
	261602043080	MEMBERSHIP DUES		\$1,500.00	
Subtotal for Vendor 100351 :					\$1,500.00
Vendor:	100514	LIBERAL GASKET MFG CO INC			
141343	1/5/2022	12/31/2022		GASKET 4X3-5/8 RED RUBBER	\$67.56
	Bank: 2		Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct	GL Description		Amount	

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
142369	530494244029 12/21/2022	12/31/2022		REPAIR/MAINT METERS GASKETS FOR LOVE'S LIFT STATION	\$67.56 \$125.59
	Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
	GL Acct	GL Description		Amount	
	520435144030	REPAIR/MAINT EQUIPMENT			\$125.59
		Subtotal for Vendor 100514 :			\$193.15
Vendor: 102336	LIBERAL KENWORTH				
03P106233	1/3/2023	1/24/2023		KIT, WATER PUMP UNIT #59	\$218.99
	Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
	GL Acct	GL Description		Amount	
	510432044032	REPAIR/MAINT VEHICLE			\$218.99
		Subtotal for Vendor 102336 :			\$218.99
Vendor: 107150	LIBERAL PLAZA, LLC				
DEC-22	1/11/2023	12/31/2022		CID REIMBURSEMENT/EPLAZA	\$7,940.95
	Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
	GL Acct	GL Description		Amount	
	100410048086	CID PAYMENTS			(\$417.94)
	242806048086	CID PAYMENTS			\$8,358.89
		Subtotal for Vendor 107150 :			\$7,940.95
Vendor: 106542	LIBERAL RESTAURANT LLC				
DEC-22	1/11/2023	12/31/2022		CID REIMB/2704 CENTENNIAL IHOP	\$2,777.81
	Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
	GL Acct	GL Description		Amount	
	100410048086	CID PAYMENTS			(\$146.20)
	242806048086	CID PAYMENTS			\$2,924.01

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
Subtotal for Vendor 106542 :					\$2,777.81
Vendor:	106788	LIFELONG FITNESS LLC			
DEC-22	12/31/2022	12/31/2022	EMPLOYEE FITNESS PROGRAM		\$180.00
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
GL Acct		GL Description		Amount	
100422042012		WELLNESS/LIFE INSURANCE		\$60.00	
100429042012		WELLNESS/LIFE INSURANCE		\$30.00	
202425042012		WELLNESS/LIFE INSURANCE		\$30.00	
207430042012		WELLNESS/LIFE INSURANCE		\$30.00	
510432042012		WELLNESS/LIFE INSURANCE		\$30.00	
Subtotal for Vendor 106788 :					\$180.00
Vendor:	106553	LOPEZ, DANIELA			
01/09/23	1/9/2023	1/24/2023	BASKETBALL SCOREKEEPER		\$216.00
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
GL Acct		GL Description		Amount	
100452046220		MENS BASKETBALL EXPENSES		\$216.00	
Subtotal for Vendor 106553 :					\$216.00
Vendor:	100449	LUMINOUS NEON INC			
PSV-INV006966	1/1/2023	1/24/2023	LED MESSAGE CENTER		\$295.00
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
GL Acct		GL Description		Amount	
100461244030		REPAIR/MAINT EQUIPMENT		\$295.00	
PSV-INV005972	1/1/2023	1/24/2023	LIB CONVENTION & VISITORS DISPLAY		\$260.00
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
GL Acct		GL Description		Amount	
Operator: daisy.torres 1/19/2023 2:22:29 PM					
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Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
PSV-INV005973	206497044047			LEASE BILLBOARDS	\$260.00
	1/1/2023	1/24/2023		LIBERAL CVB-OUTDOOR DISPLAY	\$215.00
	Bank: 2 Account: 2401997092 Wire: No Direct Dep: No				
	GL Acct	GL Description		Amount	
PSV-INV005974	206497044047			LEASE BILLBOARDS	\$215.00
	1/1/2023	1/24/2023		LIB CONVETION & TOURISM-DISPLAY	\$360.00
	Bank: 2 Account: 2401997092 Wire: No Direct Dep: No				
	GL Acct	GL Description		Amount	
	208497044047			LEASE BILLBOARDS	\$360.00
Subtotal for Vendor 100449 :					\$1,130.00
Vendor:	100284	M & M TIRE SERVICE			
147648	12/27/2022	12/31/2022		MOUNT/DISMOUNT UNIT #91	\$147.00
	Bank: 2 Account: 2401997092 Wire: No Direct Dep: No				
	GL Acct	GL Description		Amount	
	510432044032			REPAIR/MAINT VEHICLE	\$147.00
Subtotal for Vendor 100284 :					\$147.00
Vendor:	100465	MADDEN OIL CO			
1116/2212083508	12/31/2022	12/31/2022		FUEL	\$198.41
	Bank: 2 Account: 2401997092 Wire: No Direct Dep: No				
	GL Acct	GL Description		Amount	
	100450046026			GASOLINE & OIL	\$198.41
22122564	12/1/2022	12/31/2022		ANTIFREEZE	\$727.20
	Bank: 2 Account: 2401997092 Wire: No Direct Dep: No				
	GL Acct	GL Description		Amount	
	510432046026			GASOLINE & OIL	\$727.20

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
22123809	12/14/2022	12/31/2022		GLASS CLEANER	\$44.14
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			510432046026	GASOLINE & OIL	\$44.14
22123925	12/15/2022	12/31/2022		ENGINE OIL/HYDRAULIC OIL	\$5,870.35
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			510432046026	GASOLINE & OIL	\$5,870.35
4212/2212083514	12/31/2022	12/31/2022		FUEL	\$327.35
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100416046026	GASOLINE & OIL	\$327.35
4220/2212083515	12/31/2022	12/31/2022		FUEL	\$2,064.30
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100422046026	GASOLINE & OIL	\$2,064.30
4320/2212083518	12/31/2022	12/31/2022		FUEL	\$7,873.52
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			510432046026	GASOLINE & OIL	\$7,873.52
4340/2212083520	12/31/2022	12/31/2022		FUEL	\$618.04
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100429046026	GASOLINE & OIL	\$618.04
4610/2212083522	12/31/2022	12/31/2022		FUEL	\$4,490.35
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			261602146026	GASOLINE & OIL	\$204.64

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
261602146026				GASOLINE & OIL	\$1,101.27
261602146026				GASOLINE & OIL	\$629.21
261602146026				GASOLINE & OIL	\$147.94
261602146026				GASOLINE & OIL	\$52.15
261602146026				GASOLINE & OIL	\$1,036.63
261602146026				GASOLINE & OIL	\$1,318.51

Subtotal for Vendor 100465 : \$22,213.66

Vendor: 105408 MAYER SPECIALTY SERVICES LLC

2022738 12/23/2022 12/31/2022 REHABILITATE MANHOLES \$33,125.80

Bank: 2 Account: 2401997092 Wire: No Direct Dep: No

GL Acct	GL Description	Amount
520435144037	REPAIR/MAINT MANHOLES	\$33,125.80

Subtotal for Vendor 105408 : \$33,125.80

Vendor: 100282 MEAD LUMBER DO IT CENTER

8583038 12/22/2022 12/31/2022 FITTINGS \$26.48

Bank: 2 Account: 2401997092 Wire: No Direct Dep: No

GL Acct	GL Description	Amount
301505044031	REPAIR/MAINT BUILDING	\$26.48

8591920 12/27/2022 12/31/2022 INSULATION ROLL \$84.16

Bank: 2 Account: 2401997092 Wire: No Direct Dep: No

GL Acct	GL Description	Amount
530494244029	REPAIR/MAINT METERS	\$84.16

8595925 12/28/2022 12/31/2022 FITTINGS \$75.00

Bank: 2 Account: 2401997092 Wire: No Direct Dep: No

GL Acct	GL Description	Amount
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Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
8596060	264605044024			LAWN CARE/GROUNDS UPKEEP	\$75.00
	12/28/2022	12/31/2022		FLOOR/CITY HALL	\$28.66
	Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
8596111	GL Acct		GL Description	Amount	
	100410044031		REPAIR/MAINT BUILDING	\$28.66	
	12/28/2022	12/31/2022		WALLPLATES/BLANK COVERS	\$16.32
8596861	Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
	GL Acct		GL Description	Amount	
	301505044031		REPAIR/MAINT BUILDING	\$16.32	
8598174	12/28/2022	12/31/2022		FITTINGS/COVERS/RECEPTACLES	\$28.96
	Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
	GL Acct		GL Description	Amount	
8614757	301505044031		REPAIR/MAINT BUILDING	\$28.96	
	12/28/2022	12/31/2022		FITTINGS	\$16.80
	Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
8615213	GL Acct		GL Description	Amount	
	264605044024		LAWN CARE/GROUNDS UPKEEP	\$16.80	
	1/3/2023	1/24/2023		FITTINGS	\$8.04
8615391	Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
	GL Acct		GL Description	Amount	
	301505044031		REPAIR/MAINT BUILDING	\$8.04	
8615213	1/3/2023	1/24/2023		FITTINGS	\$18.92
	Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
	GL Acct		GL Description	Amount	
8615391	264605044024		LAWN CARE/GROUNDS UPKEEP	\$18.92	
	1/3/2023	1/24/2023		NUT DRIVERS	\$33.74
	Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
8615391	GL Acct		GL Description	Amount	

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
	260601044030			REPAIR/MAINT EQUIPMENT	\$33.74
				Subtotal for Vendor 100282 :	\$337.08
Vendor:	106611			MERCEDES SCIENTIFIC	
	2651020	11/11/2022	12/31/2022	DRUG TESTING KITS	\$502.71
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct		GL Description		Amount
	100412043060		DRUG COURT EXPENSES		\$502.71
	2656471	11/30/2022	12/31/2022	DRUG TESTING KITS	\$367.91
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct		GL Description		Amount
	100412043060		DRUG COURT EXPENSES		\$367.91
				Subtotal for Vendor 106611 :	\$870.62
Vendor:	104982			MOTOROLA SOLUTIONS	
	3169	1/3/2023	1/24/2023	COMM EQUIP LEASE PURCHASE 3/5 PAY	\$123,684.76
		Bank: 2	Account: 2401997092	Wire: Yes	Direct Dep: No
	GL Acct		GL Description		Amount
	100421044054		LEASE PURCH RADIO EQUIP		\$55,214.47
	100422044054		LEASE PURCH RADIO EQUIP		\$63,821.44
	202425044054		LEASE PURCH RADIO EQUIP		\$4,648.85
	8281535841	1/18/2023	12/31/2022	118684 WATCHGUARD 4RE RECORDING SYSTEMS	\$66,885.00
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct		GL Description		Amount
	735410044030		REPAIR/MAINT EQUIPMENT		\$2,700.00
	735410047090		OTHER CAPITAL ASSETS		\$64,185.00
				Subtotal for Vendor 104982 :	\$190,569.76

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Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
Vendor: 106308	MUNOZ, ANGEL				
01/10/23	1/10/2023	1/24/2023		LK BASKETBALL SCOREKEEPER	\$125.00
	Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
GL Acct		GL Description		Amount	
100452046239		YOUTH & ADULT SPORTS TOUR		\$125.00	
		Subtotal for Vendor 106308 :			\$125.00
Vendor: 105915	MUNOZ, MARIO				
01/10/23	1/10/2023	1/24/2023		LK BASKETBALL SCOREKEEPER	\$250.00
	Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
GL Acct		GL Description		Amount	
100452046239		YOUTH & ADULT SPORTS TOUR		\$250.00	
		Subtotal for Vendor 105915 :			\$250.00
Vendor: 107113	MUNOZ, ORLANDO				
01/10/23	1/10/2023	1/24/2023		LK BASKETBALL SCOREKEEPER	\$125.00
	Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
GL Acct		GL Description		Amount	
100452046239		YOUTH & ADULT SPORTS TOUR		\$125.00	
		Subtotal for Vendor 107113 :			\$125.00
Vendor: 107108	MWI ANIMAL HEALTH				
44863588	12/20/2022	12/31/2022		DISINFECTANT/MEDICATION/SYRINGES	\$173.33
	Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
GL Acct		GL Description		Amount	
100421146017		CHEMICAL SUPPLIES		\$173.33	
		Subtotal for Vendor 107108 :			\$173.33

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
Vendor: 103259 NAPA OF LIBERAL					
655240	12/29/2022	12/31/2022		SPRAY GUN	\$72.73
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct	GL Description		Amount	
	510432044030	REPAIR/MAINT EQUIPMENT		\$72.73	
655299	12/30/2022	12/31/2022		OIL FILTER/MOTOR OIL/UNIT #75	\$51.48
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct	GL Description		Amount	
	264605044031	REPAIR/MAINT BUILDING		\$51.48	
655336	12/30/2022	12/31/2022		BRAKE CLEANER	\$16.98
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct	GL Description		Amount	
	504495348084	EXHIBIT EXPENSES		\$16.98	
655750	1/6/2023	1/24/2023		OIL FILTER/MOTOR OIL	\$26.98
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct	GL Description		Amount	
	264605044030	REPAIR/MAINT EQUIPMENT		\$26.98	
Subtotal for Vendor 103259 :					\$168.17
Vendor: 106450 NATIONAL SCREENING BUREAU					
2212180	12/1/2022	12/31/2022		PRE-EMPLOYMENT TESTS	\$153.90
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct	GL Description		Amount	
	100415245042	PERSONNEL RECRUITMENT EX		\$21.00	
	100421048090	MISCELLANEOUS EXPENSE		\$82.70	
	100422045042	PERSONNEL RECRUITMENT EX		\$50.20	
Subtotal for Vendor 106450 :					\$153.90

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Open Invoices by Vendor (APLT20)

City of Liberal, KS

	Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt	
Vendor:	106329	NATIONAL WWII MUSEUM					
	8822	12/30/2022	12/31/2022		GIFT SHOP RETAIL ITEMS	\$711.74	
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No		
		GL Acct	GL Description		Amount		
		504495346610	GIFT SHOP RESALE ITEMS		\$711.74		
		Subtotal for Vendor 106329 :					\$711.74
Vendor:	107250	NOON KIWANIS OF LIBERAL					
	1105	12/31/2022	12/31/2022		DECEMBER MEMBERSHP DUES	\$20.50	
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No		
		GL Acct	GL Description		Amount		
		100413043080	MEMBERSHIP DUES		\$20.50		
		Subtotal for Vendor 107250 :					\$20.50
Vendor:	103845	O'REILLY AUTOMOTIVE STORES INC					
	1453-279675	1/3/2023	1/24/2023		OIL DRAIN PLUG	\$5.50	
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No		
		GL Acct	GL Description		Amount		
		264605044030	REPAIR/MAINT EQUIPMENT		\$5.50		
	1453-280298	1/7/2023	1/24/2023		TEST LEADS/CONNECTOR	\$11.28	
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No		
		GL Acct	GL Description		Amount		
		100422044032	REPAIR/MAINT VEHICLE		\$11.28		
		Subtotal for Vendor 103845 :					\$16.78
Vendor:	103065	PACE ANALYTICAL SERVICES INC					

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
2260168920	10/11/2022	12/31/2022		ANALYTICAL CHARGES	\$469.15
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			520435046016	LABORATORY SUPPLIES	\$469.15
2260168930	10/11/2022	12/31/2022		ANALYTICAL CHARGES	\$184.62
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			520435046016	LABORATORY SUPPLIES	\$184.62
2260169422	10/18/2022	12/31/2022		ANALYTICAL CHARGES	\$184.62
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			520435046016	LABORATORY SUPPLIES	\$184.62
2260169425	10/18/2022	12/31/2022		ANALYTICAL CHARGES	\$469.15
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			520435046016	LABORATORY SUPPLIES	\$469.15
2260169957	10/26/2022	12/31/2022		ANALYTICAL CHARGES	\$469.15
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			520435046016	LABORATORY SUPPLIES	\$469.15
2260169958	10/26/2022	12/31/2022		ANALYTICAL CHARGES	\$184.62
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			520435046016	LABORATORY SUPPLIES	\$184.62
2260171091	11/8/2022	12/31/2022		ANALYTICAL CHARGES	\$184.62
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			520435046016	LABORATORY SUPPLIES	\$184.62

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
2260171092	11/8/2022	12/31/2022		ANALYTICAL CHARGES	\$469.15
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			520435046016	LABORATORY SUPPLIES	\$469.15
2260171175	11/9/2022	12/31/2022		ANALYTICAL CHARGES	\$184.62
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			520435046016	LABORATORY SUPPLIES	\$184.62
2260171279	11/10/2022	12/31/2022		ANALYTICAL CHARGES	\$469.15
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			520435046016	LABORATORY SUPPLIES	\$469.15
2260171353	11/11/2022	12/31/2022		ANALYTICAL CHARGES	\$469.15
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			520435046016	LABORATORY SUPPLIES	\$469.15
2260171433	11/14/2022	12/31/2022		ANALYTICAL CHARGES	\$184.62
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			520435046016	LABORATORY SUPPLIES	\$184.62
2260172226	11/23/2022	12/31/2022		ANALYTICAL CHARGES	\$421.37
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			520435046016	LABORATORY SUPPLIES	\$421.37
2260172227	11/23/2022	12/31/2022		ANALYTICAL CH	\$184.62
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			520435046016	LABORATORY SUPPLIES	\$184.62

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City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
2260172687	12/1/2022	12/31/2022		ANALYTICAL CHARGES	\$184.62
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			520435046016	LABORATORY SUPPLIES	\$184.62
2260172769	12/2/2022	12/31/2022		ANALYTICAL CHARGES	\$421.37
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			520435046016	LABORATORY SUPPLIES	\$421.37
2260173166	12/8/2022	12/31/2022		ANALYTICAL CHARGES	\$184.62
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			520435046016	LABORATORY SUPPLIES	\$184.62
Subtotal for Vendor 103065 :					\$5,319.22
Vendor: 105965	PENGUIN MANAGEMENT INC				
72427	1/1/2023	1/24/2023		E-DISPATCH PAGING SERVICE	\$660.00
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100422044033	REPAIR/MAINT RADIOS	\$660.00
Subtotal for Vendor 105965 :					\$660.00
Vendor: 100409	PEPSI-COLA COMPANY				
66402509	1/11/2023	1/24/2023		CONCESSIONS/REC CENTER	\$319.51
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100452046212	REC CENTER CONCESS EXP	\$319.51

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
67060257	1/4/2023	1/24/2023		CONCESSIONS/REC CENTER	\$449.86
	Bank: 2		Account: 2401997092	Wire: No	Direct Dep: No
GL Acct	GL Description		Amount		
100452046212	REC CENTER CONCESS EXP		\$449.86		
Subtotal for Vendor 100409 :					\$769.37
Vendor:	104096	PING INC			
16658160	1/3/2023	1/24/2023		HYBRID	\$113.09
	Bank: 2		Account: 2401997092	Wire: No	Direct Dep: No
GL Acct	GL Description		Amount		
100455042501	MERCHANDISE INVENTORY		\$113.09		
Subtotal for Vendor 104096 :					\$113.09
Vendor:	106543	PINNACLE DEVELOPMENTS LLC			
12/28/2022	12/28/2022	12/31/2022		TIF PAYMENTS	\$2,389.73
	Bank: 2		Account: 2401997092	Wire: No	Direct Dep: No
GL Acct	GL Description		Amount		
242806348888	TIF PAYMENTS		\$2,389.73		
12/28/22	12/28/2022	12/31/2022		CID PAYMENT	\$2,511.24
	Bank: 2		Account: 2401997092	Wire: No	Direct Dep: No
GL Acct	GL Description		Amount		
100410048086	CID PAYMENTS		(\$132.17)		
242806048086	CID PAYMENTS		\$2,643.41		
Subtotal for Vendor 106543 :					\$4,900.97
Vendor:	106865	R & E'S TIRE SHOP LLC			

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City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
6794	12/27/2022	12/31/2022		REPLACE TIRE/UNIT #20	\$600.00
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			260601044032	REPAIR/MAINT VEHICLE	\$600.00
6803	12/28/2022	12/31/2022		FLAT REPAIR/UNIT #117	\$15.00
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			260601044032	REPAIR/MAINT VEHICLE	\$15.00
6829	12/30/2022	12/31/2022		FLAT REPAIR/UNIT #187	\$15.00
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			260601044032	REPAIR/MAINT VEHICLE	\$15.00
Subtotal for Vendor 106865 :					\$630.00
Vendor: 107068	RANGLES, JESSE				
CV 92256	1/11/2023	1/24/2023		REIMB/CHRISTMAS PARTY EXPENSES	\$140.00
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			520435045080	MEALS/TRAVEL/HOTELS	\$140.00
Subtotal for Vendor 107068 :					\$140.00
Vendor: 106060	RAPID FIT HEALTH CLUB LLC				
DEC-22	12/31/2022	12/31/2022		EMPLOYEE FITNESS PROGRAM	\$210.00
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100412042012	WELLNESS/LIFE INSURANCE	\$30.00
			100415242012	WELLNESS/LIFE INSURANCE	\$30.00
			100421042012	WELLNESS/LIFE INSURANCE	\$30.00

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Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
	100422042012			WELLNESS/LIFE INSURANCE	\$60.00
	100429042012			WELLNESS/LIFE INSURANCE	\$30.00
	100430042012			WELLNESS/LIFE INSURANCE	\$30.00
NOV-22	11/30/2022	12/31/2022		EMPLOYEE FITNESS PROGRAM	\$300.00
	Bank: 2	Account: 2401997092		Wire: No	Direct Dep: No
GL Acct		GL Description		Amount	
	100412042012			WELLNESS/LIFE INSURANCE	\$30.00
	100415242012			WELLNESS/LIFE INSURANCE	\$30.00
	100421042012			WELLNESS/LIFE INSURANCE	\$90.00
	100422042012			WELLNESS/LIFE INSURANCE	\$60.00
	100429042012			WELLNESS/LIFE INSURANCE	\$30.00
	100430042012			WELLNESS/LIFE INSURANCE	\$30.00
	530494142012			WELLNESS/LIFE INSURANCE	\$30.00
				Subtotal for Vendor 106060 :	\$510.00
Vendor:	100423			RASH OIL COMPANY	
	047371	11/10/2022	12/31/2022	PROPANE	\$28.20
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct		GL Description		Amount
	520435246026		GASOLINE & OIL		\$28.20
				Subtotal for Vendor 100423 :	\$28.20
Vendor:	103485			RAY'S WINDSHIELD #2	
	14300	12/9/2022	12/31/2022	REPAIR UNIT #59	\$190.00
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct		GL Description		Amount
	510432044032		REPAIR/MAINT VEHICLE		\$190.00

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Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
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Vendor: 102234 RETAILERS' SALES TAX Subtotal for Vendor 103485 : \$190.00

SALES TAX DEC-22 1/18/2023 1/24/2023 RETAILER'S SALES TAX \$6,287.12

Bank: 2 Account: 2401997092 Wire: Yes Direct Dep: No

GL Acct	GL Description	Amount
100452046212	REC CENTER CONCESS EXP	\$248.34
100452048090	MISCELLANEOUS EXPENSE	\$15.24
100455048012	SALES TAX	\$322.63
206497048012	SALES TAX	\$267.73
504495348012	SALES TAX	\$156.73
530494348012	SALES TAX	\$5,276.45

Subtotal for Vendor 102234 : \$6,287.12

Vendor: 9999991 REYNA HERNANDEZ

12/05/22 12/5/2022 12/31/2022 R HERNANDEZ - SPAY/NEUTER/VACCINE \$165.00

Bank: 2 Account: 2401997092 Wire: No Direct Dep: No

GL Acct	GL Description	Amount
100421134503	RABIES VACCINATIONS	\$15.00
100421134504	SPAY/NEUTER DEPOSIT	\$150.00

Subtotal for Vendor 9999991 : \$165.00

Vendor: 106855 RUBIO, OSCAR

01/10/23 1/10/2023 1/24/2023 LK BASKETBALL SCOREKEEPER \$100.00

Bank: 2 Account: 2401997092 Wire: No Direct Dep: No

GL Acct	GL Description	Amount
100452046239	YOUTH & ADULT SPORTS TOUR	\$100.00

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
Subtotal for Vendor 106855 :					\$100.00
Vendor:	107126	RUVALCABA, GAEL			
01/10/23	1/10/2023	1/24/2023		LK BASKETBALL SCOREKEEPER	\$125.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
100452046239		YOUTH & ADULT SPORTS TOUR		\$125.00	
Subtotal for Vendor 107126 :					\$125.00
Vendor:	100394	SCHEOPNER'S WATER CONDITIONING LLC			
99075	12/23/2022	12/31/2022		(2) 5 GALLON WATER	\$14.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
520435046016		LABORATORY SUPPLIES		\$14.00	
99129	12/27/2022	12/31/2022		(5) 5 GALLON WATER	\$35.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
100421046090		OTHER OPERATING SUPPLIES		\$35.00	
99825	1/6/2023	1/24/2023		(3) 5 GALLON WATER	\$21.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
520435046090		OTHER OPERATING SUPPLIES		\$21.00	
Subtotal for Vendor 100394 :					\$70.00
Vendor:	104927	SCHLAEGEL'S HOMEGROWN POPCORN			
6252	1/3/2023	1/24/2023		GIFT SHOP RESALE ITEMS	\$183.91
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
206497049771				TOURIST CENTER INVENTORY	\$183.91
Subtotal for Vendor 104927 :					\$183.91
Vendor: 100291	SERVICE JANITORIAL SUPPLY INC				
321875	10/19/2022	12/31/2022		SWIFFER REFILL CLOTHS	\$48.50
	Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
GL Acct	GL Description		Amount		
100421146011	JANITORIAL SUPPLIES		\$48.50		
322385	11/23/2022	12/31/2022		PAPER TOWELS	\$92.15
	Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
GL Acct	GL Description		Amount		
264605046011	JANITORIAL SUPPLIES		\$92.15		
322712	12/16/2022	12/31/2022		CLEANERS/ISSUE PAPER	\$115.75
	Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
GL Acct	GL Description		Amount		
264605046011	JANITORIAL SUPPLIES		\$115.75		
322742	12/20/2022	12/31/2022		DUST MOP HANDLE	\$18.60
	Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
GL Acct	GL Description		Amount		
264605046011	JANITORIAL SUPPLIES		\$18.60		
322906	1/6/2023	1/24/2023		TRASH BAGS/PAPER TOWELS	\$138.75
	Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
GL Acct	GL Description		Amount		
100450046011	JANITORIAL SUPPLIES		\$138.75		
322907	1/6/2023	1/24/2023		DEGREASER	\$285.35
	Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
GL Acct	GL Description		Amount		
100450044031	REPAIR/MAINT BUILDING		\$285.35		

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
322913	1/6/2023	1/24/2023		JANITORIAL SUPPLIES	\$322.10
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100421046011	JANITORIAL SUPPLIES	\$322.10
322930	1/16/2023	1/24/2023		DUSTER REFILLS	\$96.60
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			504495346011	JANITORIAL SUPPLIES	\$96.60
Subtotal for Vendor 100291 :					\$1,117.80
Vendor: 101442	SEWARD COUNTY SHERIFF'S OFFICE				
DEC - 2022	1/11/2023	1/24/2023		PRISONER MEALS	\$6,720.00
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100421046061	PRISONERS MEALS	\$6,720.00
DEC - 22	1/11/2023	1/24/2023		CONTRACT MEDICAL SERVICES	\$1,000.00
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100421043036	PRISONER MEDICAL SVC	\$1,000.00
DEC-22	1/11/2023	1/24/2023		PRISONER PRESCRIPTIONS	\$139.86
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100421043036	PRISONER MEDICAL SVC	\$139.86
Subtotal for Vendor 101442 :					\$7,859.86
Vendor: 100453	SEWARD COUNTY TREAS-PRISONER MAINT				

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
DEC - 2022	1/11/2023	1/24/2023		PRISONER MAINTENANCE	\$5,875.00
	Bank: 2		Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct	GL Description		Amount	
	100421045062	PRISONERS LODGING		\$5,875.00	
	Subtotal for Vendor 100453 :				\$5,875.00
Vendor: 100279	SHERWIN WILLIAMS				
2774-0	12/29/2022	12/31/2022		PROTECTIVE COATING	\$433.60
	Bank: 2		Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct	GL Description		Amount	
	510432046050	REFUSE CONTAINER SUPPLIES		\$433.60	
	Subtotal for Vendor 100279 :				\$433.60
Vendor: 106152	SHI INTERNATIONAL CORP				
B16312154	1/18/2023	1/24/2023	118716	VMWARE DATACENTER	\$21,736.61
	Bank: 2		Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct	GL Description		Amount	
	735410047045	COMPUTER EQUIPMENT		\$21,736.61	
B16323893	1/18/2023	1/24/2023	118716	VMWARE DATACENTER	\$2,392.00
	Bank: 2		Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct	GL Description		Amount	
	735410047045	COMPUTER EQUIPMENT		\$2,392.00	
B16325756	1/18/2023	1/24/2023	118716	VMWARE DATACENTER	\$10,454.53
	Bank: 2		Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct	GL Description		Amount	
	735410047045	COMPUTER EQUIPMENT		\$10,454.53	
	Subtotal for Vendor 106152 :				\$34,583.14

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
Vendor: 107023 SMALLDRIDGE, ANASTASIA L					
01/10/23	1/10/2023	1/24/2023		LK BASKETBALL SCOREKEEPER	\$100.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct	GL Description		Amount		
100452046239	YOUTH & ADULT SPORTS TOUR		\$100.00		
Subtotal for Vendor 107023 :					\$100.00
Vendor: 100417 SOS LEASING					
FEB 2022	1/18/2023	1/24/2023		SOS LEASING	\$2,186.54
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct	GL Description		Amount		
100410044043	LEASE COPY MACHINE		\$276.85		
100410044043	LEASE COPY MACHINE		\$339.15		
100412044043	LEASE COPY MACHINE		\$255.62		
100421044043	LEASE COPY MACHINE		\$270.30		
100422044043	LEASE COPY MACHINE		\$184.76		
202425044043	LEASE COPY MACHINE		\$184.91		
206497044043	LEASE COPY MACHINE		\$247.68		
504495344043	LEASE COPY MACHINE		\$169.21		
520435044043	LEASE COPY MACHINE		\$258.06		
Subtotal for Vendor 100417 :					\$2,186.54
Vendor: 100308 SOUTHERN OFFICE SUPPLY INC					
291798	12/7/2022	12/31/2022		DISINFECTANT WIPES/TISSUE/MARKERS/REFILLS	\$272.77
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct	GL Description		Amount		
100415046010	OFFICE SUPPLIES		\$272.77		

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
291980	12/12/2022	12/31/2022		CABINETS	\$836.55
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100413047043	NEW FURNITURE & FIXTURES	\$836.55
291982	12/12/2022	12/31/2022		STOOL CHAIRS	\$1,051.70
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100493047043	NEW FURNITURE & FIXTURES	\$1,051.70
291984	12/12/2022	12/31/2022		FILING CABINET	\$785.85
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100413047043	NEW FURNITURE & FIXTURES	\$785.85
292069	12/13/2022	12/31/2022		RETURN DISINFECTANT SPRAY/WIPES/TISSUE	(\$252.49)
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100415046010	OFFICE SUPPLIES	(\$252.49)
292156/1	12/14/2022	12/31/2022		CORD CONCEALER	\$29.98
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100413046010	OFFICE SUPPLIES	\$29.98
292273	12/10/2022	12/31/2022		DECEMBER COPY CHARGES	\$55.00
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100410048090	MISCELLANEOUS EXPENSE	\$55.00
292274	12/10/2022	12/31/2022		DECEMBER COPY CHARGES	\$100.15
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100421046010	OFFICE SUPPLIES	\$100.15

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
292275	12/15/2022	12/31/2022		DECEMBER COPY CHARGES	\$28.92
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			520435044043	LEASE COPY MACHINE	\$28.92
292276	12/10/2022	12/31/2022		DECEMBER COPY CHARGES	\$40.00
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100422044043	LEASE COPY MACHINE	\$40.00
292277	12/10/2022	12/31/2022		DECEMBER COPY CHARGES	\$37.29
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100450044043	LEASE COPY MACHINE	\$37.29
292281	12/10/2022	12/31/2022		DECEMBER COPY CHARGES	\$40.00
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			206497044043	LEASE COPY MACHINE	\$40.00
292308	12/10/2022	12/31/2022		DECEMBER COPY CHARGES	\$144.77
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			202425044043	LEASE COPY MACHINE	\$144.77
292310	12/10/2022	12/31/2022		DECEMBER COPY CHARGES	\$36.19
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			504495344043	LEASE COPY MACHINE	\$36.19
292567	12/10/2022	12/31/2022		DECEMBER COPY CHARGES	\$109.59
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100421046010	OFFICE SUPPLIES	\$109.59

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
292718	12/22/2022	12/31/2022		DEATH ID/LOCATION CARDS	\$40.00
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100492046010	OFFICE SUPPLIES	\$40.00
292889	12/27/2022	12/31/2022		RETURN PLANNER	(\$30.15)
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100415046010	OFFICE SUPPLIES	(\$30.15)
292923	12/27/2022	12/31/2022		TONER	\$211.20
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100493046010	OFFICE SUPPLIES	\$211.20
292924	12/27/2022	12/31/2022		OFFICE SUPPLIES	\$66.16
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			602490046010	OFFICE SUPPLIES	\$66.16
292941	12/27/2022	12/31/2022		OFFICE SUPPLIES	\$59.28
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100412046010	OFFICE SUPPLIES	\$59.28
293072	12/29/2022	12/31/2022		TONER CARTRIDGE	\$130.99
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100415046010	OFFICE SUPPLIES	\$130.99
293089	12/29/2022	12/31/2022		BINDERS	\$11.98
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100421146010	OFFICE SUPPLIES	\$11.98

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
293139	12/30/2022	12/31/2022		CALENDAR	\$22.67
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100413046010	OFFICE SUPPLIES	\$22.67
293197	1/3/2023	1/24/2023		CALENDAR	\$81.72
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			520435046010	OFFICE SUPPLIES	\$81.72
293230	1/3/2023	1/24/2023		TONER	\$570.56
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100421146010	OFFICE SUPPLIES	\$570.56
293253	1/4/2023	1/24/2023		TONER	\$106.84
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100421146010	OFFICE SUPPLIES	\$106.84
293256	1/4/2023	1/24/2023		DIVIDERS/PEN	\$8.83
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			261602146010	OFFICE SUPPLIES	\$8.83
293305	1/4/2023	1/24/2023		CALENDAR/PLANNER/COPY PAPER	\$177.35
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			202425046010	OFFICE SUPPLIES	\$177.35
293309	1/4/2023	1/24/2023		REPORT COVERS	\$152.00
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100410046010	OFFICE SUPPLIES	\$152.00

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
293332	1/5/2023	1/24/2023		LABELS/PLANNER	\$33.07
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100421046010	OFFICE SUPPLIES	\$33.07
293339	1/5/2023	1/24/2023		PENS	\$4.34
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100415046010	OFFICE SUPPLIES	\$4.34
293355	1/5/2023	1/24/2023		BATTERIES/ORGANIZERS/PENS	\$11.39
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			261602146010	OFFICE SUPPLIES	\$11.39
293375	1/6/2023	1/24/2023		INK REFILLS	\$11.99
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100413046010	OFFICE SUPPLIES	\$11.99
293386	1/6/2023	1/24/2023		ADDING MACHINE ROLLS	\$22.31
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			206497046010	OFFICE SUPPLIES	\$22.31
293392	1/6/2023	1/24/2023		EXPANDABLE FILE FOLDERS	\$47.16
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100412046010	OFFICE SUPPLIES	\$47.16
293427	1/6/2023	1/24/2023		TONER	\$240.43
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			100493046010	OFFICE SUPPLIES	\$240.43

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
293471	1/9/2023	1/24/2023		LABELS	\$10.86
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct		GL Description		Amount
	100421046010		OFFICE SUPPLIES		\$10.86
293508	1/9/2023	1/24/2023		LABELS	\$27.85
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct		GL Description		Amount
	206497046010		OFFICE SUPPLIES		\$27.85
293525	1/9/2023	1/24/2023		TONER/STICKY NOTES/PENS	\$268.87
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct		GL Description		Amount
	202425046010		OFFICE SUPPLIES		\$268.87
293625	1/11/2023	1/24/2023		HANGING FOLDERS	\$4.61
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct		GL Description		Amount
	100415046010		OFFICE SUPPLIES		\$4.61
Subtotal for Vendor 100308 :					\$5,608.58

Vendor: 104104 SOUTHERN PIONEER ELECTRIC CO

JAN #2 2023	1/19/2023	1/24/2023		ELECTRIC SERVICE	\$63,759.48
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
100421146022		ELECTRICITY		\$1,267.93	
100422046022		ELECTRICITY		\$1,388.64	
100429046022		ELECTRICITY		\$343.78	
100437046022		ELECTRICITY		\$24,670.19	
100455046022		ELECTRICITY		\$267.88	
100456046022		ELECTRICITY		\$299.72	

Operator: daisy.torres 1/19/2023 2:22:31 PM
Report ID: (APLT20)

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Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
	100457046022			ELECTRICITY	\$827.40
	100492046022			ELECTRICITY	\$63.04
	264605046022			ELECTRICITY	\$34.41
	301505046022			ELECTRICITY	\$961.84
	501495046022			ELECTRICITY	\$377.14
	520435146022			ELECTRICITY	\$376.24
	520435246022			ELECTRICITY	\$26,884.89
	524435346022			ELECTRICITY	\$409.83
	530494046022			ELECTRICITY	\$568.62
	530494146022			ELECTRICITY	\$5,017.93

Subtotal for Vendor 104104 : \$63,759.48

Vendor: 105413 SOUTHGATE

1107	12/22/2022	12/31/2022	ADVERTISING	\$100.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No				
GL Acct	GL Description		Amount	
100421048093	RECRUITING EXPENSES		\$100.00	

Subtotal for Vendor 105413 : \$100.00

Vendor: 104788 SOUTHWEST ENERGY PRODUCTS

323899	12/29/2022	12/31/2022	FITTINGS	\$46.04
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No				
GL Acct	GL Description		Amount	
520435244030	REPAIR/MAINT EQUIPMENT		\$46.04	
323901	12/29/2022	12/31/2022	FITTINGS	\$400.24
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No				
GL Acct	GL Description		Amount	

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
	520435244030			REPAIR/MAINT EQUIPMENT	\$400.24
				Subtotal for Vendor 104788 :	\$446.28
Vendor:	100560	SOUTHWEST GAS EQUIPMENT CO INC			
	1060217	12/27/2022	12/31/2022	PROPANE	\$45.02
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct	GL Description		Amount	
	510432046026	GASOLINE & OIL		\$45.02	
				Subtotal for Vendor 100560 :	\$45.02
Vendor:	104608	SOUTHWEST PROFESSIONAL PHYSICIANS			
	SWAJ5989844	6/4/2021	12/31/2022	PRISONER MEDICAL BILL/CLAY	\$96.00
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct	GL Description		Amount	
	100421043036	PRISONER MEDICAL SVC		\$96.00	
				Subtotal for Vendor 104608 :	\$96.00
Vendor:	105155	SPOONTIQUES INC			
	707772	1/4/2023	1/24/2023	YELLOW BRICK ROAD STEP STONE	\$360.00
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct	GL Description		Amount	
	206497049771	TOURIST CENTER INVENTORY		\$360.00	
				Subtotal for Vendor 105155 :	\$360.00
Vendor:	100344	SPORTS CONNECTION			
	903897	10/31/2022	12/31/2022	SOFTBALLS	\$560.50
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
	GL Acct	GL Description		Amount	

Operator: daisy.torres

1/19/2023 2:22:31 PM

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Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
	100452046222			MENS SOFTBALL EXPENSES	\$560.50
				Subtotal for Vendor 100344 :	\$560.50
Vendor:	106834	SPORTS TOURNAMENT PETTY CASH			
	01/09/23	1/9/2023	1/24/2023	REIMB/LK BASKETBALL LEAGUE	\$3,600.00
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
		GL Acct	GL Description		Amount
		100452045253	COMPETITIVE SOCCER		\$3,600.00
	12/27/22	12/27/2022	12/31/2022	REIMB/LK BASKETBALL LEAGUE	\$2,610.00
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
		GL Acct	GL Description		Amount
		100452045253	COMPETITIVE SOCCER		\$2,610.00
	CV 90775	1/9/2023	1/24/2023	REIMB/LK COMPETITIVE LEAGUE	\$1,060.00
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
		GL Acct	GL Description		Amount
		100452046239	YOUTH & ADULT SPORTS TOUR		\$1,060.00
				Subtotal for Vendor 106834 :	\$7,270.00
Vendor:	106922	SPORTSENGINE			
	INV01504098	1/5/2023	1/24/2023	WEBSITE/TOURNAMENTS	\$1,049.00
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No
		GL Acct	GL Description		Amount
		100450046028	DATA PROCESSING		\$1,049.00
				Subtotal for Vendor 106922 :	\$1,049.00
Vendor:	105297	SQUEAKY CLEAN CAR WASH LLC			

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
3769	12/31/2022	12/31/2022		CAR WASHES	\$47.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
261602144032		REPAIR/MAINT VEHICLE		\$17.00	
261602144032		REPAIR/MAINT VEHICLE		\$17.00	
261602144032		REPAIR/MAINT VEHICLE		\$13.00	
Subtotal for Vendor 105297 :					\$47.00
Vendor:	100383	STANION WHOLESALE ELECTRIC CO			
5455449-00	12/20/2022	12/31/2022		BREAKERS	\$144.90
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
301505044031		REPAIR/MAINT BUILDING		\$144.90	
5455449-01	12/20/2022	12/31/2022		ELECTRICAL SUPPLIES	\$1,119.33
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
301505044031		REPAIR/MAINT BUILDING		\$1,119.33	
5459688-00	12/27/2022	12/31/2022		FITTINGS	\$73.21
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
301505044031		REPAIR/MAINT BUILDING		\$73.21	
5460794-00	12/27/2022	12/31/2022		ELECTRICAL SUPPLIES	\$1,370.15
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
301505044031		REPAIR/MAINT BUILDING		\$1,370.15	
5461094-00	12/27/2022	12/31/2022		SMART MOTOR CONTROLLER	\$4,780.72
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
5461267-00	530494144026 12/27/2022	12/31/2022		REPAIR/MAINT WATER WELL SWITCH/FUSE	\$4,780.72 \$1,429.05
	Bank: 2	Account: 2401997092		Wire: No	Direct Dep: No
	GL Acct		GL Description		Amount
5462146-00	530494144026 12/29/2022	12/31/2022		REPAIR/MAINT WATER WELL BREAKER	\$1,429.05 \$0.20
	Bank: 2	Account: 2401997092		Wire: No	Direct Dep: No
	GL Acct		GL Description		Amount
	301505044031		REPAIR/MAINT BUILDING		(\$19.34)
	301505044031		REPAIR/MAINT BUILDING		\$19.54
			Subtotal for Vendor 100383 :		\$8,917.56
Vendor: 103884	STONE CREEK DEVELOPMENT LLC				
2022-458	12/31/2022	12/31/2022		DECEMBER FLEET CHARGES	\$161.00
	Bank: 2	Account: 2401997092		Wire: No	Direct Dep: No
	GL Acct		GL Description		Amount
	100421044032		REPAIR/MAINT VEHICLE		\$161.00
			Subtotal for Vendor 103884 :		\$161.00
Vendor: 107305	STRATEGIC GOVERNMENT RESOURCES, INC				
2023-105856	1/12/2023	1/24/2023		POLICE CHIEF SEARCH EXPENSES	\$10,145.67
	Bank: 2	Account: 2401997092		Wire: No	Direct Dep: No
	GL Acct		GL Description		Amount
	262603045090		OTHER PURCHASED SERVICES		\$10,145.67
			Subtotal for Vendor 107305 :		\$10,145.67
Vendor: 105707	SUNFLOWER BANK				

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
A HIDALGO DEC 22	12/31/2022	12/31/2022		A HIDALGO CREDIT CARD EXPENSE	\$38.36
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct	GL Description		Amount		
100413046010	OFFICE SUPPLIES		\$38.36		
B BEER DEC 22	12/31/2022	12/31/2022		B BEER CREDIT CARD EXPENSE	\$1,959.59
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct	GL Description		Amount		
100410044031	REPAIR/MAINT BUILDING		\$979.34		
100410044031	REPAIR/MAINT BUILDING		\$655.55		
100410045080	MEALS/TRAVEL/HOTELS		\$70.34		
100410048090	MISCELLANEOUS EXPENSE		\$166.37		
100456045080	MEALS/TRAVEL/HOTELS		\$87.99		
B FORNWALT DEC 22	12/31/2022	12/31/2022		B FORNWALT CREDIT CARD EXPENSE	\$87.38
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct	GL Description		Amount		
501495046010	OFFICE SUPPLIES		\$87.38		
C FORD DEC 22	12/31/2022	12/31/2022		C FORD CREDIT CARD EXPENSE	\$983.73
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct	GL Description		Amount		
100413044030	REPAIR/MAINT EQUIPMENT		\$109.57		
100413045080	MEALS/TRAVEL/HOTELS		\$138.26		
100415045080	MEALS/TRAVEL/HOTELS		\$79.04		
100415046090	OTHER OPERATING SUPPLIES		\$13.00		
100415245080	MEALS/TRAVEL/HOTELS		\$59.28		
100418045080	MEALS/TRAVEL/HOTELS		\$59.28		
100421146090	OTHER OPERATING SUPPLIES		\$38.00		
100424045080	MEALS/TRAVEL/HOTELS		\$59.28		

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
100455045080				MEALS/TRAVEL/HOTELS	\$210.70
100455045080				MEALS/TRAVEL/HOTELS	\$210.70
735410046028				DATA PROCESSING	\$6.62
D WHITTINGTON DEC 22	12/31/2022	12/31/2022		D WHITTINGTON CREDIT CARD EXPENSE	\$271.51
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct			GL Description	Amount	
100421048093			RECRUITING EXPENSES	\$98.89	
261602148090			MISCELLANEOUS EXPENSE	\$17.46	
261602148090			MISCELLANEOUS EXPENSE	\$50.22	
261602148090			MISCELLANEOUS EXPENSE	\$104.94	
J CARDENAS DEC 22	12/31/2022	12/31/2022		J CARDENAS CREDIT CARD EXPENSE	\$160.50
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct			GL Description	Amount	
100430045080			MEALS/TRAVEL/HOTELS	\$160.50	
J RANGLES DEC 22	12/31/2022	12/31/2022		J RANGLES CREDIT CARD EXPENSE	\$297.04
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct			GL Description	Amount	
520435244030			REPAIR/MAINT EQUIPMENT	\$32.46	
520435244030			REPAIR/MAINT EQUIPMENT	\$264.58	
J ROSALES DEC 22	12/31/2022	12/31/2022		J ROSALES CREDIT CARD EXPENSE	\$328.16
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct			GL Description	Amount	
530494045080			MEALS/TRAVEL/HOTELS	(\$124.75)	
530494045080			MEALS/TRAVEL/HOTELS	\$104.80	
530494048091			PERMIT FEES	\$12.25	
530494048091			PERMIT FEES	\$12.25	
530494048091			PERMIT FEES	\$12.25	

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
530494244032				REPAIR/MAINT VEHICLE	\$311.36
K BRIDENSTINE DEC 22	12/31/2022	12/31/2022		K BRIDENSTINE CREDIT CARD EXPENSE	\$202.94
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct			GL Description	Amount	
100419045080			MEALS/TRAVEL/HOTELS	\$202.94	
K CLINKINGBEARD DEC 22	12/31/2022	12/31/2022		K CLINKINGBEARD CREDIT CARD EXPENSE	\$305.01
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct			GL Description	Amount	
100412043080			MEMBERSHIP DUES	\$200.00	
100412045080			MEALS/TRAVEL/HOTELS	\$105.01	
K KIRK DEC 22	12/31/2022	12/31/2022		K KIRK CREDIT CARD EXPENSE	\$301.26
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct			GL Description	Amount	
100422045035			CABLE TV	\$250.29	
100422045080			MEALS/TRAVEL/HOTELS	\$50.97	
R IMMELL DEC 22	12/31/2022	12/31/2022		R IMMELL CREDIT CARD EXPENSE	\$904.18
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct			GL Description	Amount	
504495344030			REPAIR/MAINT EQUIPMENT	\$13.18	
504495344030			REPAIR/MAINT EQUIPMENT	\$30.06	
504495344030			REPAIR/MAINT EQUIPMENT	\$779.90	
504495344035			AIR MUSEUM BLDG MAINT	\$27.99	
504495346011			JANITORIAL SUPPLIES	\$17.98	
504495346011			JANITORIAL SUPPLIES	\$48.00	
504495346013			POSTAGE/SHIPPING	\$9.90	
504495346610			GIFT SHOP RESALE ITEMS	(\$22.83)	

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
R VARNADO DEC 22	12/31/2023	12/31/2022		R VARNADO CREDIT CARD EXPENSE	\$894.97
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct			GL Description	Amount	
100410048090			MISCELLANEOUS EXPENSE	\$693.75	
100413045080			MEALS/TRAVEL/HOTELS	\$201.22	
S FULLER DEC 22	12/31/2022	12/31/2022		S FULLER CREDIT CARD EXPENSE	\$310.96
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct			GL Description	Amount	
206497045080			MEALS/TRAVEL/HOTELS	\$64.28	
206497046013			POSTAGE/SHIPPING	\$9.40	
206497046090			OTHER OPERATING SUPPLIES	\$237.28	
T LUNCEFORD DEC 22	12/31/2022	12/31/2022		T LUNCEFORD CREDIT CARD EXPENSE	\$422.51
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct			GL Description	Amount	
100412044030			REPAIR/MAINT EQUIPMENT	\$60.21	
100412044030			REPAIR/MAINT EQUIPMENT	\$29.00	
100412044030			REPAIR/MAINT EQUIPMENT	\$2.03	
100412044030			REPAIR/MAINT EQUIPMENT	\$218.98	
100418044030			REPAIR/MAINT EQUIPMENT	\$60.94	
100418046026			GASOLINE & OIL	\$48.05	
100421044030			REPAIR/MAINT EQUIPMENT	\$3.30	
TRAVEL 1 DEC 22	12/31/2022	12/31/2022		TRAVEL 1 CREDIT CARD EXPENSE	\$1,118.08
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct			GL Description	Amount	
100421044032			REPAIR/MAINT VEHICLE	\$36.05	
100421045080			MEALS/TRAVEL/HOTELS	\$11.50	
100421045080			MEALS/TRAVEL/HOTELS	\$112.01	

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
	100421046085			UNIFORM PURCHASE	\$135.35
	100421046090			OTHER OPERATING SUPPLIES	\$93.98
	100421046090			OTHER OPERATING SUPPLIES	\$57.41
	100421046090			OTHER OPERATING SUPPLIES	\$111.33
	100421046090			OTHER OPERATING SUPPLIES	\$65.48
	100421046090			OTHER OPERATING SUPPLIES	\$23.37
	100421046090			OTHER OPERATING SUPPLIES	\$159.49
	100421046090			OTHER OPERATING SUPPLIES	\$52.95
	100421048092			IN SERVICE TRAINING	\$172.00
	262603048098			K-9 PROGRAM	\$87.16
TRAVEL 2 DEC 22	12/31/2022	12/31/2022		TRAVEL 2 CREDIT CARD EXPENSE	\$43.35
	Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
GL Acct	GL Description		Amount		
202425045080	MEALS/TRAVEL/HOTELS		\$43.35		
Subtotal for Vendor 105707 :					\$8,629.53
Vendor: 105668	T & B TOWING LLC				
4318	12/20/2022	12/31/2022		DEMO/640 S NEW YORK	\$6,000.00
	Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
GL Acct	GL Description		Amount		
100424044060	DEMOLITION EXPENSE		\$6,000.00		
Subtotal for Vendor 105668 :					\$6,000.00
Vendor: 104580	TATE AND KITZKE LLC				
HESKETT/W1070	12/22/2022	12/31/2022		CITY VS LIBERAL	\$65.49
	Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
GL Acct	GL Description		Amount		

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
HESKETT/W291	12/22/2022	12/31/2022		COURT APPOINTED ATTORNE CITY VS HESKETT	\$65.49
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	\$65.49
			GL Acct	GL Description	Amount
HESKETT/W464	12/22/2022	12/31/2022		COURT APPOINTED ATTORNE CITY VS HESKETT	\$65.49
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	\$65.49
			GL Acct	GL Description	Amount
HESKETT/W613	12/22/2022	12/31/2022		COURT APPOINTED ATTORNE CITY VS HESKETT	\$65.49
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	\$65.49
			GL Acct	GL Description	Amount
MCINTIRE/M538	12/22/2022	12/31/2022		COURT APPOINTED ATTORNE CITY VS MCINTIRE	\$65.49
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	\$201.96
			GL Acct	GL Description	Amount
			100412043035	COURT APPOINTED ATTORNE	\$201.96
Subtotal for Vendor 104580 :					\$463.92
Vendor: 105230	TEAM LABORATORY CHEMICAL LLC				
INV0033752	12/30/2022	12/31/2022		ROAD PATCH	\$1,013.50
			Bank: 2 Account: 2401997092	Wire: No Direct Dep: No	
			GL Acct	GL Description	Amount
			260601044062	STREET MAINTENANCE SVC	\$1,013.50
Subtotal for Vendor 105230 :					\$1,013.50
Vendor: 107155	THE LAW OFFICE OF ADAM T CAREY, LLC				

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
1053	12/8/2022	12/31/2022		CASE #: 2020-1484;2021-353;2021-2892 LUVELL RICKS	\$1,092.42
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description			Amount
100412043035		COURT APPOINTED ATTORNE			\$1,092.42
Subtotal for Vendor 107155 :					\$1,092.42
Vendor:	105314	TIM EKKELE DIESEL REPAIR			
WI008280	12/29/2022	12/31/2022		REPAIR UNIT #98	\$841.11
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description			Amount
510432044032		REPAIR/MAINT VEHICLE			\$841.11
Subtotal for Vendor 105314 :					\$841.11
Vendor:	100612	TNT HYDRAULIC INC			
29506	12/8/2022	12/31/2022		REPAIR UNIT #94	\$1,160.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description			Amount
510432044032		REPAIR/MAINT VEHICLE			\$1,160.00
Subtotal for Vendor 100612 :					\$1,160.00
Vendor:	103008	TODD, JOHN			
01/05/23	1/5/2023	1/24/2023		BASKETBALL SCOREKEEPER	\$225.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description			Amount
100452046220		MENS BASKETBALL EXPENSES			\$225.00
Subtotal for Vendor 103008 :					\$225.00

Open Invoices by Vendor (APLT20)

City of Liberal, KS

	Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
Vendor:	105366	TODD, BECKY				
	01/05/23	1/5/2023	1/24/2023		BASKETBALL SCOREKEEPER	\$225.00
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
	GL Acct		GL Description		Amount	
	100452046220		MENS BASKETBALL EXPENSES		\$225.00	
			Subtotal for Vendor 105366 :			\$225.00
Vendor:	107304	TOUCH OF CLASS PTG, LLC				
	538	12/29/2022	12/31/2022		GRIER HOUSE PAINTING	\$9,800.00
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
	GL Acct		GL Description		Amount	
	301505044031		REPAIR/MAINT BUILDING		\$9,800.00	
			Subtotal for Vendor 107304 :			\$9,800.00
Vendor:	106787	TOY NETWORK, THE				
	TI0053363	1/3/2023	1/24/2023		GIFT SHOP RESALE ITEMS	\$229.50
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
	GL Acct		GL Description		Amount	
	504495346610		GIFT SHOP RESALE ITEMS		\$229.50	
			Subtotal for Vendor 106787 :			\$229.50
Vendor:	103896	TRAVEL INDUSTRY ASSOC OF KANSAS				
	DS2224	1/9/2023	1/24/2023		2023 DESTINATION STATEHOUSE SPONSORSHIP	\$350.00
		Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
	GL Acct		GL Description		Amount	
	206497045040		ADVERTISING/PUBLICATIONS		\$350.00	
			Subtotal for Vendor 103896 :			\$350.00

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
Vendor: 106652 TRUCK CENTER COMPANIES					
XA102025210:01	12/29/2022	12/31/2022		CORE & TANK ASSEMBLY/STOCK	\$957.66
	Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
GL Acct	GL Description		Amount		
510432044032	REPAIR/MAINT VEHICLE		\$957.66		
XA102025680:01	1/3/2023	1/24/2023		STARTER/UNIT #54	\$370.31
	Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
GL Acct	GL Description		Amount		
510432044032	REPAIR/MAINT VEHICLE		\$370.31		
Subtotal for Vendor 106652 :					\$1,327.97
Vendor: 106468 ULINE					
158067260	12/28/2022	12/31/2022		SCRUB BRUSHES	\$57.00
	Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
GL Acct	GL Description		Amount		
504495346011	JANITORIAL SUPPLIES		\$57.00		
Subtotal for Vendor 106468 :					\$57.00
Vendor: 105561 UNDERGROUND VAULTS & STORAGE					
72617	12/31/2022	12/31/2022		SHRED SERVICE	\$25.00
	Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
GL Acct	GL Description		Amount		
100410046090	OTHER OPERATING SUPPLIES		\$25.00		
72618	12/31/2022	12/31/2022		SHRED SERVICE	\$25.00
	Bank: 2	Account: 2401997092	Wire: No	Direct Dep: No	
GL Acct	GL Description		Amount		
100421046090	OTHER OPERATING SUPPLIES		\$25.00		

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
Subtotal for Vendor 105561 :					\$50.00
Vendor:	100342	UNITED PARCEL SERVICE			
000066E179013	1/7/2023	1/24/2023	POSTAGE		\$33.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
100410046013		POSTAGE/SHIPPING		\$30.00	
530494046013		POSTAGE/SHIPPING		\$3.00	
000066E179023	1/14/2023	1/24/2023	POSTAGE		\$30.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
100410046013		POSTAGE/SHIPPING		\$30.00	
000066E179532	12/31/2022	12/31/2022	POSTAGE		\$70.51
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
100410046013		POSTAGE/SHIPPING		\$30.00	
530494146013		POSTAGE/SHIPPING		\$40.51	
Subtotal for Vendor 100342 :					\$133.51
Vendor:	105296	UNITED RENTALS INC			
214377893-001	12/23/2022	12/31/2022	PUMP/HOSES		\$381.26
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
530494244032		REPAIR/MAINT VEHICLE		\$50.62	
530494244032		REPAIR/MAINT VEHICLE		\$330.64	
Subtotal for Vendor 105296 :					\$381.26
Vendor:	100929	USA BLUE BOOK			
Operator: daisy.torres 1/19/2023 2:22:32 PM					Page 80 of 86
Report ID: (APLT20)					

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
206495	12/15/2022	12/31/2022		SAMPLER/BATTERY/CHARGER	\$6,474.63
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
520435046016		LABORATORY SUPPLIES		\$6,474.63	
Subtotal for Vendor 100929 :					\$8,474.63
Vendor:	101666	VAN DIEST SUPPLY COMPANY			
11747	1/18/2023	12/31/2022	118689	HERBICIDES/MARKING DYE	\$1,173.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
264605046017		CHEMICAL SUPPLIES		\$1,173.00	
11748	1/18/2023	12/31/2022	118690	FERTILIZER/HERBICIDE	\$1,173.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
100492046017		CHEMICAL SUPPLIES		\$1,173.00	
13301	12/31/2022	12/31/2022		CR/PROGRAM REBATE	(\$513.46)
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
100492046017		CHEMICAL SUPPLIES		(\$513.46)	
Subtotal for Vendor 101666 :					\$1,832.54
Vendor:	106138	VAS HOTELS LLC			
12/28/22	12/28/2022	12/31/2022		CID PAYMENTS	\$17,955.63
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
100410048086		CID PAYMENTS		(\$945.03)	
242806048086		CID PAYMENTS		\$18,900.66	

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
Subtotal for Vendor 106138 :					\$17,955.63
Vendor:	107247	VENTURE KANSAS, LLC			
12/28/22	12/28/2022	12/31/2022	CID PAYMENT		\$2,968.88
Bank: 2 Account: 2401997092 Wire: Yes Direct Dep: No					
GL Acct		GL Description		Amount	
100410048086		CID PAYMENTS		(\$60.59)	
242806048086		CID PAYMENTS		\$3,029.47	
Subtotal for Vendor 107247 :					\$2,968.88
Vendor:	104768	VERIZON WIRELESS			
9924468764	1/3/2023	12/31/2022	VERIZON CELLULAR		\$971.14
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description		Amount	
100421045030		COMMUNICATIONS/PHONE		\$41.37	
100421045030		COMMUNICATIONS/PHONE		\$40.01	
100421045030		COMMUNICATIONS/PHONE		\$40.01	
100421045030		COMMUNICATIONS/PHONE		\$40.01	
100421045030		COMMUNICATIONS/PHONE		\$40.01	
100421045030		COMMUNICATIONS/PHONE		\$40.03	
100421045030		COMMUNICATIONS/PHONE		\$40.01	
100421045030		COMMUNICATIONS/PHONE		\$40.01	
100421045030		COMMUNICATIONS/PHONE		\$40.01	
100421045030		COMMUNICATIONS/PHONE		\$40.01	
100421045030		COMMUNICATIONS/PHONE		\$40.01	
100421045030		COMMUNICATIONS/PHONE		\$41.37	
100421045030		COMMUNICATIONS/PHONE		\$40.01	

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
100421045030				COMMUNICATIONS/PHONE	\$40.01
100421045030				COMMUNICATIONS/PHONE	\$41.37
100421045030				COMMUNICATIONS/PHONE	\$40.01
100421045030				COMMUNICATIONS/PHONE	\$40.01
100421045030				COMMUNICATIONS/PHONE	\$40.01
100421045030				COMMUNICATIONS/PHONE	\$41.37
100421045030				COMMUNICATIONS/PHONE	\$41.37
100421045030				COMMUNICATIONS/PHONE	\$41.37
100421045030				COMMUNICATIONS/PHONE	\$41.37
100421045030				COMMUNICATIONS/PHONE	\$40.01
100421045030				COMMUNICATIONS/PHONE	\$41.37
Subtotal for Vendor 104768 :					\$971.14

Vendor: 103988 VERSUS SIGNS

10615	1/3/2023	1/24/2023		DECALS	\$59.40
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description			Amount
100421044032				REPAIR/MAINT VEHICLE	\$59.40
10621	1/6/2023	1/24/2023		GOLF DECALS	\$45.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description			Amount
100455048090				MISCELLANEOUS EXPENSE	\$45.00

Subtotal for Vendor 103988 : \$104.40

Vendor: 100968 VISUAL SIGNS

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
7663	1/4/2023	1/24/2023		REPLACE DECAL	\$30.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct	GL Description		Amount		
100429046071	SIGN SUPPLIES		\$30.00		
Subtotal for Vendor 100968 :					\$30.00
Vendor:	106941	WASHINGTON, ULYSSES			
01/05/23	1/5/2023	1/24/2023		BASKETBALL SCOREKEEPER	\$300.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct	GL Description		Amount		
100452046220	MENS BASKETBALL EXPENSES		\$300.00		
Subtotal for Vendor 106941 :					\$300.00
Vendor:	100907	WEBER REFRIGERATION AND HEATING			
488291	12/23/2022	12/31/2022		REPAIR FURNACE	\$324.50
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct	GL Description		Amount		
520435244030	REPAIR/MAINT EQUIPMENT		\$324.50		
Subtotal for Vendor 100907 :					\$324.50
Vendor:	101041	WHITE STAR MACHINERY & SUPPLY			
08020281	12/20/2022	12/31/2022		NEW FORKS FOR BOBCAT #E-96	\$950.00
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct	GL Description		Amount		
260601044030	REPAIR/MAINT EQUIPMENT		\$950.00		
Subtotal for Vendor 101041 :					\$950.00
Vendor:	100379	YOXALL, ANTRIM, FOREMAN & FRYMIRE			

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
CV 92094	1/3/2023	1/24/2023		PRO-TEM JUDGE/L FRYMIRE	\$156.25
Bank: 2 Account: 2401997092 Wire: No Direct Dep: No					
GL Acct		GL Description			Amount
100412043024		PRO TEM JUDGE			\$156.25
Subtotal for Vendor 100379 :					\$156.25
Grand Total :					\$1,547,754.71

Open Invoices by Vendor (APLT20)

City of Liberal, KS

Invoice	Inv Date	Due Date	PO Number	Description	Invoice Amt
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Bank Account Totals		
Bank	Account	Account Total
2	2401997092	\$1,547,754.71