



City Commission Agenda
Tuesday, August 8, 2023, 5:30 PM
Blue Bonnet Community Building, 1109 West 7th

- Call to Order
 - Roll Call
 - Pledge of Allegiance
 - Invocation
1. AWARDS, PROCLAMATIONS, PRESENTATIONS:
 - a. 811 Day Proclamation
 2. APPROVAL OF AGENDA
 3. MINUTES -
 - a. July 25, 2023 Special Meeting
 - b. July 25, 2023 Regular Meeting Minutes
 4. ITEMS FROM CITIZENS

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

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

 - a. Approval of Airport Leases
 1. #TS-15.00 Marshall Watson
 2. #7.03 Larry D Johnson
 7. RHID Adoption of Development Agreement (Chance Road and Apache Lane)
 - a. Public Hearing--RHID Adoption of Development Agreement (Chance Road and Apache Lane)

- b. Ordinance No. 4605
- 8. Resolution 2403 Special Event
- 9. Mower purchase
 - 10. Wellness Center
 - 11. Building Contracts
- 12. Facade Improvement Grants
- 13. CITY STAFF
- 14. CITY MANAGER REPORT
- 15. ITEMS FROM COMMISSIONERS
- 16. VOUCHERS
 - a. 08/08/2023 VOUCHERS
 - ADJOURNMENT



**CITY OF LIBERAL
CITY COMMISSION MEETING
August 8, 2023
AGENDA ITEM # 1.a.**

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

Date: August 8, 2023

From:

RE: 811 Day Proclamation

Recommendation:

Office of the Mayor - Liberal, Kansas

Proclamation

811 Day

WHEREAS: Thousands of times each year, the underground infrastructure in Kansas is damaged by those who fail to contact 811 to have underground lines located prior to digging, resulting in service interruption, environmental damage, and threats to public safety; and

WHEREAS: In 2005, the Federal Communications Commission designated 811 to provide contractors and homeowners with a simple number to contact utility operators to request the location of underground lines at the intended dig site; and

WHEREAS: Kansas 811 provides one point of contact, available by phone and online to help reduce damages to underground facilities, thereby reducing the loss of service to the public and the loss of time and money to contractors, utilities, and taxpayers; and

WHEREAS: Black Hills Energy maintains its commitment to educate the public about safe digging practices and encourage compliance with local and state safe digging rules and regulations; and

WHEREAS: Damage prevention is a shared responsibility. By using safe digging practices, Liberal contractors and homeowners can save time, money, and help keep Kansas infrastructure safe and connected; now

THEREFORE, I, Jose Lara, Mayor of the City of Liberal, Kansas, do hereby proclaim August 11, 2023, as

811 Day

in Liberal, Kansas to encourage everyone to call 811 before they dig. It's safe, it's free, and it's the law.

In witness whereof, I have hereunto set my hand and caused this seal to be affixed.

Jose Lara, Mayor

Attest: _____

Darla Harper, Deputy City Clerk
Date: August 8, 2023





**CITY OF LIBERAL
CITY COMMISSION MEETING
August 8, 2023
AGENDA ITEM # 3.a.**

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

Date: August 8, 2023

From:

RE: July 25, 2023 Special Meeting

Recommendation:

SPECIAL MEETING OF THE LIBERAL CITY COMMISSION
July 25, 2023

The special meeting of the Liberal City Commission was held at 5:00 p.m. at the Blue Bonnet Community Building, located at 1109 West 7th Street, on Tuesday, July 25, 2023.

Commission Present: Mayor Jose Lara, Vice Mayor Jeff Parsons Chris Linenbroker, 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, Deputy City Clerk Darla Harper, IT Director Tim Lunceford, IT Technician II Addam Brown, Grants Director Karen, and City Attorney Lynn Koehn.

Mayor Lara called the meeting to order at 5:00 p.m.

1. Agenda Software.

- The Commission and Staff worked with CivicClerk reps to review the agenda software.

The meeting adjourned at 5:20 p.m.

Jose Lara, Mayor

ATTEST:

Alicia Hidalgo, CMC, City Clerk



**CITY OF LIBERAL
CITY COMMISSION MEETING
August 8, 2023
AGENDA ITEM # 3.b.**

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

Date: August 8, 2023

From:

RE: July 25, 2023 Regular Meeting Minutes

Recommendation:

THE REGULAR MEETING OF THE LIBERAL CITY COMMISSION
July 25, 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, July 25, 2023.

Commission Present: Mayor Jose Lara, Vice Mayor Jeff Parsons, Chris Linenbroker, 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, Deputy City Clerk Darla Harper, Building Director Keith Bridenstine, and City Attorney Lynn Koehn.

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

1. AWARDS, PROCLAMATIONS, PRESENTATIONS. *None.*

2. APPROVAL OF AGENDA.

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

3. MINUTES: - July 11, 2023.

Commissioner Linenbroker moved to approve the July 11, 2023, regular meeting minutes, as printed, with Commissioner Warren seconding the motion. The motion carried unanimously.

4. Items from Citizens.

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

- Presephoni Fuller thanked Mr. Beer and his team for putting up stop signs and spraying for mosquitos.

5. Items from Groups.

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

- Al Shank, Al Shank Insurance & EMC Insurance. The City is a member of Employers Mutual and has earned dividends every year for the last 17 years for a total a little under \$1.3 million. This year's dividend check is for \$131,854.07. Congratulations and thank you.
- Damien Denmark, SCDC, gave an update on Retail Strategies. He stated a fast food restaurant is coming to Liberal. He is also in contact with another restaurant and a drink franchise. He is also looking at the retail side.
- He is also requesting to utilize the Girl Scout Building for vendors to relax and cool off; they will not use it to host anything. It will be used by volunteers. The remaining days are July 29, August 19, and September 30. He verified the dates are available with the Rec.
- Assistant City Manager Beer questioned if all three dates will be at Light Park.
- Damien stated yes, July and August. September 30th is at Fellowship Baptist. If it's too hot, it will be at the park.
- Commissioner Warren noted if it's at Fellowship, they will not need the building.
- Vice Mayor Parsons stated the Commission talked about the fee schedule for buildings.

Mayor Lara moved to waive the fee for that location for the three dates of July 29, August 19, and September 30, with Commissioner Warren seconding the motion. The motion carried 3-2 with Vice Mayor Parsons and Commissioner Linenbroker against.

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. Approval of Airport Lease Renewals:

1. #27.02 Don Small.
2. #101.01 Dr. Brad Rachow.

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

7. City Employee Health Insurance.

- City Manager Varnado stated IMA went to market for health insurance and brought two separate companies to consider.
- Jalaa Miller is bringing two options: Blue Cross Blue Shield of Kansas (BCBS) and Gravie. She reviewed the information provided in the packet on the BCBS option and noted BCBS is giving a deductible credit for September-December. Nothing else changes with BCBS. She also reviewed the Gravie option which was also included in the agenda packet.
- Gravies is part of the Aetna network and there are two plans. Gravie Comfort is unique as it has \$0 deductible with an out-of-pocket option. With the option of no deductibles, the out-of-pocket is \$5,000/insured. The other costs were reviewed. \$5,000 seems like a large jump but Gravie has a built-in Gravie pay, which allows for a no-cost interest loan for employees. It would be a card and employees would work with Gravie. Prescription costs were also reviewed.
- Gravie Traditional options were reviewed as provided in the agenda. It has a \$1500 deductible/insured with an out-of-pocket of \$4,000/insured. The other costs for services were reviewed as provided in the packet.
- Commissioner Vazquez questioned costs for diagnostic labs and other services.
- Ms. Miller stated if you were in the doctor's office with an in-office lab it would be at no cost. If it's at the hospital, it would be subject to the deductible.
- Assistant City Manager Beer questioned if an employee has something scheduled in October that was preapproved by BCBS, will that process have to start over.
- If they get preapprovals and get info from BCBS then Gravie is happy to accept the preapproved procedure.
- Mr. Beer questioned what if the doctor is not an Aetna provider.
- She will have to ask Gravie.
- Mr. Beer asked if he goes to his primary doctor, and the doctor sends him to the hospital is that covered?
- If it is coded correctly it will be covered.
- Gravie can do implementation quickly and their team will be ready to go when open enrollment starts next week so they can be a resource for employees.
- Additional items were discussed on the Gravie plans.
- Mayor Lara questioned how many other groups or cities are using Gravie now.
- She has one K-12 school that will start. They are mostly private companies. This will be the second one here in Kansas.

- City Manager Varnado stated Angelica (HR Director) spoke to the school district and they gave them high marks so Gravie got a good grade from the school. Missouri is the other city.
- City Manager Varnado noted there are two doctors who do not take Gravie along with some optometrists and mental health providers. If there are gaps, they will work with them to try and get them to go into the network.
- Additional discussion was held on the plans and the different costs for the City and employees.
- Dental insurance and costs were discussed. She recommends renewing with BCBS.
- Vision insurance and costs were discussed. She recommends moving to VSP for vision insurance.
- Ms. Miller recommends moving to Gravie and Aetna and renewing life insurance with an additional comprehensive plan.
- City Manager Varnado noted he spent 20 hours looking at this. The recommendation for him comes down to looking and not seeing BCBS on the card. National Beef uses them. Angelica will work with Aflac. The only thing keeping him is the discomfort of the change. Gravie better serves the employees. There is enough money in the budget to absorb BCBS this year. If we want to take Gravie, they have room to look at an increase in salaries. Gravie is a better health plan. He concurs with IMA on their recommendation.
- Commissioner Warren questioned what employees want. We are already competing with wages. An advantage of working for the city/county/school is the benefits. The City always had good insurance. He doesn't know a lot about it. It's important to him to vote for the employees.
- Mr. Beer stated this is his opinion. The thing that worries him is he has a granddaughter who's been going to the same orthopedic doctor and may have to change. He wished he knew who the providers were.
- Mayor Lara questioned, at this point, how much time do we have to inform employees.
- September 1. IMA can provide the link and send it out to employees. They can also have the Gravie team available for open enrollment.
- Commissioner Warren stated if you end up in the hospital and have to pay \$5,000; it's on you. This gives them the option. A list of providers to employees would be important.
- Commissioner Vazquez wants more information from employees. She wants to hear from employees. Another concern is the hospital. If you are hospitalized, it's not cheap. You will be liable to pay \$5,000 per person out of pocket; it could be \$10,000.
- The \$5,000 would be out of pocket but that \$5,000 is the maximum. If it's two members, yes they would pay \$10,000 but deductibles are based per individual.
- Mayor Lara guaranteed you are paying \$5,000. An MRI is \$10,000.
- Commissioner Warren stated this decision we are making for employees.
- City Manager Varnado stated they talked about it yesterday. If they stay with BCBS, it's because it's safe.
- Open enrollment was pushed back. They will need a decision tonight.
- Vice Mayor Parsons spoke about deductibles and out-of-pocket expenses for someone with chronic problems or who needs insulin. He stated test strips are expensive and there are certain brands that work for certain people so if it's \$250 every month, does that count towards out of pocket?
- Yes, it does.
- Commissioner Warren questioned what the county uses.
- Seward County Administrator April Warden stated they are getting this pitch now too. She has spent a lot of time with employees on this. They've been through this year after year. They are not able to negotiate the cost of prescriptions. The County's renewal is May 1-April 30 so they have time. One thing the County did is have all staff meetings for the last year. IMA created a survey and it was broken down by gender, age, and about how employees felt. They will take into consideration what can they do with wage increases. The City is up against a time crunch.

- Mayor Lara stated BlueCross provides good service but they are a lot harder to work with them. He is uncomfortable going first because of this deadline. Bring it back in May knowing that we could go with them next year. BlueCross is the more comfortable option now.
 - Commissioner Vazquez wants to get employee feedback.
 - Commissioner Warren is making the decision for the employees tonight.
 - County Administrator Warden questioned if the City has had a conversation with National Beef.
 - City Manager Varnado stated yes. National has many different plans. They have plans from hourly up to executive plans.
 - City Manager Varnado stated it is a one-year agreement.
 - If we wait, this gives IMA the opportunity to sit and explain to make that decision.
 - Mr. Beer would like to see how the providers taking it will affect employees. He doesn't want to lose 10% of our employees because they have to change all their doctors.
 - Ms. Miller stated that this is a valid concern. They can start that analysis of deep diving. Employees do get deductible credit automatically given to them with BCBS. If the City goes with BCBS, employees will see that benefit.
 - Mayor Lara stated looking at benefits, Gravia will be better in the future and hopefully keep you out of the hospital. We need to give staff enough time to absorb that plan information.
- Commissioner Linenbroker moved to stay with BlueCross BlueShield of Kansas, with Commissioner Vazquez seconding the motion. The motion carried unanimously.*

8. Federal Funds Exchange.

- The City participates in the Federal Funds Exchange Program. The program enables the City to trade all or a portion of our Federal fund allocations with KDOT in exchange for State transportation dollars on an annual basis at a 90% reimbursement rate. The City currently has a balance of \$268,452.19 which at a 90% rate equates to \$241,606.97 to use. Staff requests to submit for reimbursement for the 2022 Crack Sealing and Chip Sealing.

Commissioner Vazquez moved to approve the submittal of the attached Federal Funds Exchange reimbursement request, in the amount of \$241,606.97, with Commissioner Warren seconding the motion. The motion carried unanimously.

9. Dollar General Utility Easement.

- The City property sold to Dollar General at 318 S. Western Ave. will require the dedication of a Utility Easement for the purpose of tying in their sewer and water to City mains. Dollar General provided the survey for the property. The easement was approved by both City legal counsel and DG's attorney.
- Additional discussion was held.

Vice Mayor Parsons moved to approve the Dollar General Utility Easement, as presented, with Commissioner Warren seconding the motion. The motion carried unanimously.

10. City Grant Programs.

- Building Services Director Keith Bridenstine reviewed the programs paid through the Housing and Community Development One Cent Sales Tax.

a. New Construction Housing Incentive.

- The changes are: the amounts were increased from \$5,000 to \$7,500 for a single-family and \$5,000/unit for multi-family and mobile homes could qualify as long as there was a demolition permit, mobile homes older than 20 years were demolished, and a mobile home less than five years old is placed in the same location.

Vice Mayor Parsons moved to approve the New Construction Housing Incentive, as presented, with Commissioner Linenbroker seconding the motion. The motion carried unanimously.

b. Home Repair Program.

- This is formerly known as the Senior Citizens Program. The change allows the ability for low income families to utilize the program. The amount was also increased from \$2,000 to \$3,000.

Vice Mayor Parsons moved to approve the Home Repair Program, as presented, with Commissioner Vazquez seconding the motion. The motion carried unanimously.

c. First Time Home Buyer Grant.

- The First Time Home Buyers Grant allows citizens with closing costs associated with purchasing a home. The amount changed from \$2,500 to \$3,000 for first-time home buyers.

Vice Mayor Parsons moved to approve the First Time Home Buyers Grant, as presented, with Commissioner Vazquez seconding the motion. The motion carried unanimously.

d. Paint the Town

- The program allows homeowners to receive a voucher for the exterior of their home. The voucher is up to \$350/home towards paint and supplies.

Vice Mayor Parsons moved to approve the Home Repair Program, as presented, with Commissioner Vazquez seconding the motion. The motion carried unanimously.

e. Safe at Home.

- Citizens can get free smoke and/or carbon monoxide detectors. The program stayed the same.

Vice Mayor Parsons moved to approve the Home Repair Program, as presented, with Commissioner Linenbroker seconding the motion. The motion carried unanimously.

f. Water System Improvement Fee Waiver.

- This program waives \$6.25 from a qualifying Senior Citizen's monthly water bill.

Vice Mayor Parsons moved to approve the Home Repair Program, as presented, with Commissioner Linenbroker seconding the motion. The motion carried unanimously.

11. CITY STAFF.

- Assistant City Manager Beer stated Staff is and will continue to spray for mosquitoes. They will spray the park for the food truck day.

12. CITY MANAGER'S REPORT

- City Manager Varnado stated there is leadership training tomorrow at 8:30 a.m. in the Blue Bonnet Building. Damon Parker is customizing the training to the City for supervisors and above. Everyone will be back to work at 1 p.m. The Commission is welcome to attend.

13. ITEMS FROM COMMISSIONERS

Commissioner Warren appreciates all the work on the insurance. He appreciates Staff's work on the grant programs; they are good programs that help people. The City keeps doing better.

Commissioner Linenbroker had no items to present.

Commissioner Vazquez stated it's been extremely hot. She asked if people can reach out for assistance for air conditioners or fans.

- City Manager Varnado will have Karen look for grants.

Vice Mayor Parsons thanked Staff for all the hard work; it's noticed and appreciated.

Mayor Lara thanked all Staff and all the programs you support. He will promote the grant programs during Mondays with the Mayor. Thank you all.

- City Manager Varnado introduced Keeley Moree as the Director of Public Affairs.

14. VOUCHERS:

\$1,178,691.59 dated July 25, 2023.

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

The meeting was adjourned by Mayor Lara.

Jose Lara, Mayor

ATTEST:

Alicia Hidalgo, CMC, City Clerk

DRAFT



**CITY OF LIBERAL
CITY COMMISSION MEETING
August 8, 2023
AGENDA ITEM # 6.a.**

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

Date: August 8, 2023

From:

RE: Approval of Airport Leases

Recommendation:



**CITY OF LIBERAL
CITY COMMISSION MEETING
August 8, 2023
AGENDA ITEM # 6.a.1.**

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

Date: August 8, 2023

From: Judy Hernandez, Accountant I

RE: #TS-15.00 Marshall Watson

Recommendation:

Staff requests Commission consideration to approve the attached Lease Agreement #TS-15.00

AIRPORT LEASE

THIS AGREEMENT, entered into this **1st day of July, 2023**, by and between the City of Liberal ("Lessor") and **Marshall Watson/Kingdom Transport, 406 East Edelle Avenue, Sublette, KS. 67877 Phone: (620) 675-8342** ("Lessee").

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

**T-Hangar S-15 of the South Set of T-Hangars
Building #809**

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

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

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

2. Term. The term of this Lease is for **One (1) Year** beginning on **July 1, 2023**. There is no option to renew this Agreement, and any hold over will be considered a month-to-month lease on the same terms as set forth herein. This Lease shall automatically terminate without further obligation by either party if Lessor's right to possession of said airport properties terminates in any way.

3. Rental. Lessee agrees to pay Lessor **\$848.81 per year in advance**. Rental payments are due on the tenth day of each month, and will be considered late after the eleventh day of each month, incurring a late charge beginning on the eleventh day of each month amounting to 10% of the monthly rent.

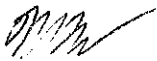
4. Security Deposit. A Security Deposit is not necessary under this lease.

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

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

b. Rules and regulations of the Federal Aviation Administration;

Lessee Initials



c. All applicable laws, ordinances, rules and regulations of the federal, state, county and municipality wherein leased premises are located, including compliance with future laws and regulations, i.e., those passed after the date of this agreement;

d. No mobile homes or house trailers for living quarters may be placed on the leased premises and the premises shall not to be used for dwelling purposes;

e. Lessee agrees to furnish service on a fair, equal, and not unjustly discriminatory basis to all of its users, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Lessee may make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers;

f. Lessee shall not be authorized or granted an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958;

g. Lessor reserves the right to further development or improve the landing area and all publicly owned air and navigation facilities of the airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance by Lessee;

h. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of the Lessor would limit the usefulness of the airport or constitute a hazard to any aircraft;

i. During time of war or national emergency, Lessor shall have the right to enter into an agreement with the United States government for military/naval use of all or part of the landing area, the publicly owned air navigation facilities, and/or other areas or facilities of the Liberal Mid-America Regional Airport, including the leased premises. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the United States Government, shall be suspended;

j. This Agreement shall be subordinate to the provisions of any outstanding Agreement between Lessor and the United States relative to the maintenance, operation or development of the airport;

k. Lessee agrees to abide by all laws, rules, and regulations affecting the leased premises or Lessee's use of the leased premises, and in particular will not jeopardize any reasonable function of the Liberal Mid-America Regional Airport or its ability to receive federal funding;

l. Lessee agrees that no person on the grounds of race, color, or national origin shall be excluded from participating in, denied the benefits of, or be otherwise subject to discrimination in the use of the Liberal Mid-America Regional Airport; that any construction of improvements

Lessee Initials QMM

on, over or under the leased premises in the furnishing of service thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and that Lessee shall use the premises in compliance with all other requirements imposed by 49 C.F.R. Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation;

m. No rights granted by this Agreement will be exercised in a manner which would interfere with or adversely affect the use, operation, maintenance or development of the airport;

n. There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the leased premises, together with the right to cause in said air space such noise as may be inherent in the operation of the aircraft, now known or hereafter used for navigation of or flight in the air, using said air space or landing at, taking off from, or operating on or about the Liberal Mid-America Regional Airport;

o. Lessee shall not cut down or remove any tree from the leased premises without the written consent of the Lessor;

p. Lessee shall keep the leased premises clean, neat, and presentable, shall not increase any existing fire hazards, and shall not use the leased premises in a manner which would in any way annoy or interfere with the other tenants or users of the Liberal Mid-America Regional Airport.. The Lessee shall keep the lot or piece of land free and clear of all weeds and obnoxious growths and shall such cut such weeds and obnoxious vegetation growths before the same blossoms or matures or attains a size sufficient to interfere in any manner with the health, convenience or pleasure of persons living near or adjacent to such premises or of persons using the streets, alleys or sidewalks and shall not permit the seeds therefrom to be scattered upon the same or adjacent property.

In the event Lessor, in its sole discretion, believes the premises violate the requirements of sub (p), then Lessor shall give written notice to Lessee of the items in violation. Lessee shall have five (5) days from receipt of said notice to cure said violation(s). In the event Lessee fails to cure such violation(s), then Lessor may elect to cure the violation(s) and assess the costs to the Lessee for immediate payment. The costs to cure the violation(s) shall include any and all reasonable fees including but not limited to hourly work per worker not to exceed \$20 per hour, mileage, etc. Costs shall be documented and provided to Lessee with the amount to be paid in writing. Failure to timely pay shall be considered a breach of the lease agreement;

q. Lessee shall comply with all federal, state, and local regulations upon the installation of above ground or below ground storage tanks, and shall obtain the prior written consent of the Lessor before any such installation.

r. In the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose for which a DOT program or activity is extended or

Lessee Initials MMW

for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49CFR Part 21, Non-Discrimination Federally Assisted Programs of the Department of Transportation and as said regulations may be amended.

s. Aeronautical Use of T-Hangars. Lessee shall comply with federal regulations regarding the usage of T-Hangars for aeronautical purposes. T-Hangars shall be used or made available for an aeronautical purpose. The units shall not be made available for an indefinite storage of non-operational aircraft or as a residence. Said non-aeronautical usage of a T-hangar shall be on a month-to-month lease. Upon receipt of a request to lease a T-Hangar for aeronautical use and no other suitable hangar space is available, Lessee must notify the month-to-month tenant that it must vacate.

t. Alcohol Consumption on City Airport Property Prohibited. Lessee shall comply with City ordinances regarding the prohibited consumption of any type of alcoholic liquor upon City Airport property.

u. Animals at Large. Lessee shall comply with City ordinances prohibiting the owning, harboring or having the custody or possession of any dog to cause or allow such animal to run at large within the City and City Airport property. Off-leash dogs on the airport not only present a nuisance to other airport tenants, but to the general safety of airport operations.

v. Land Purchase. In the event Lessor makes the determination to sell the leased premises, Lessee shall have first right of refusal to pursue said purchase.

6. Liability and Insurance. Lessee shall hold Lessor free, including reasonable attorneys' fees, and harmless from all claims, damages, suits, or causes of action resulting from injuries to persons or property and arising thereon or out of the use, occupancy, or condition of the leased premises and shall carry, maintain and **deposit proof with the Lessor of liability insurance with an insurance company**, satisfactory to Lessor, insuring Lessor as an additional named insured, against liability in the minimum amount \$1,000,000 per occurrence arising on or about the leased premises, together with \$25,000 property damage insurance. In addition thereto, Lessee shall obtain and maintain adequate fire, accident, casualty, and extended coverage insurance covering the replacement value of contents (including fixtures and attached improvements not considered part of the building for insurance purposes) of any building or personal property owned by Lessor on the leased premises, and again provide Lessor with proof of same and name Lessor as an additional insured. If Lessor is required to resort to an attorney to defend or enforce any of its rights against Lessee and prevails in such litigation, Lessee shall pay Lessor's reasonable attorney's fees and court costs.

7. Utilities. Lessee shall pay promptly all charges for heat, light, gas, water and power used by Lessee in or upon the leased premises; shall pay promptly for garbage and sewage removal and waste removal, if any.

Lessee Initials 

8. Taxes. Lessee shall pay all annual taxes and assessments levied against any buildings, fixtures, attached improvements, or real estate on the leased premises, and in addition thereto Lessee shall pay all taxes and special assessments assessed against the personal property or real property located on the leased premises. Lessee's tax payment shall be due at the time it would be due if Lessee were the owner of the leased premises.

9. Inspection. Lessor and its agent shall have free access to the leased T-hangars during all reasonable hours for the purpose of examining the same, to ascertain if the T-hangars are being used for a non-aeronautical purpose, to ascertain if they are in good repair, and at Lessor's discretion to make reasonable repairs. Lessee, by taking possession of the property, accepts it in that condition existing at the time of occupancy and waives any claim Lessee may have concerning the condition of the property. Lessee acknowledges that taking possession includes a full and complete inspection of the property. Lessor shall not be liable for any defects, latent or otherwise, on the leased premises.

10. Repairs. In the event repairs are deemed necessary to the T-hangars by Lessee, then, in such event the Lessee shall immediately notify Lessor of any repairs that are to be performed and obtain Lessor's consent for the same. Consent should be made in writing and by an authorized representative for the Lessor which can include City Airport personnel. Repairs shall not be interpreted to include normal routine maintenance including but not limited to the replacement of light bulbs.

11. Environmental Hazard. For the duration of this Lease, Lessee warrants that it will not use, or permit to be used, the leased premises in a manner that would permit hazardous substances, pollutants, or other controlled substances in violation of environmental laws, rules, or regulations to exist on the leased premises. As soon as Lessee becomes aware of any such violation or potential violation existing on the leased premises, or any investigation, complaint or inquiry regarding the same, Lessee shall immediately inform Lessor. Lessee shall keep current all licenses or permits concerning air, water, underground tanks, dumping, storage, or other uses of the leased premises. Lessee further agrees to indemnify, defend, and hold Lessor harmless from and against any liability, loss, cost, damage, or expense, including, without limitation, reasonable attorney fees, arising from any lien, clean up, or removal costs under any hazardous substances, environmental protection, clean air and water act, or other local, state or federal law or regulation in connection with the leased premises, unless the violation is solely caused by Lessor. Lessor and Lessee shall not be required to perform an environmental audit, survey, testing, or other review of the property before entering into this Lease, though Lessee may do so at Lessee's sole risk and expense.

12. Oil and Gas Leases. All existing oil and gas leases covering the leased premises are prior in right and time to this Lease and this Lease is subject to its terms and conditions insofar as the use of the surface of the leased premises is concerned. Lessor reserves the right to enter into future oil and gas leases covering all or part of the leased premises, and in such event, the oil and gas Lessee shall pay reasonable damages to Lessee named herein for the interference to the

Lessee Initials 

Lessee's use of the surface and Lessor will make an equitable abatement of rent based on the square footage of the surface taken by the oil and gas Lessee.

13. Assignment and Sublease. Lessee may not assign or sublease all or any part of the premises, and any attempt to do so is void, unless expressly approved in writing by Lessor.

14. Default. Lessee shall be in default if any of the following occur:

- a. Rent is more than ten (10) days past due, even though the late payment fee will continue to accrue;
- b. Failure to perform any term, condition, or covenant of this Lease;
- c. Lessee becomes bankrupt or insolvent, or has a Petition in bankruptcy or for the appointment of a receiver filed by or against Lessee;
- d. Lessee makes an assignment for the benefit of creditors;
- e. Lessee abandons the premises;
- f. Lessee has any part of the leased premises taken by writ of execution;
- g. Lessee allows any type of lien to attach to the leased premises.
- h. Lessee fails to timely pay any tax assessment becoming due during the Lease term.

In the event of default by Lessee, Lessor, besides other rights or remedies it may have according to law, shall have the immediate right of re-entry and may remove all persons and property from the leased premises, with such property removed (or secured) and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee, all without service or notice or resort to legal process and without being deemed guilty of or liable for trespass or becoming liable for any loss or damage which may be occasioned thereby. Additionally, Lessor may take all reasonable steps to bring the lease into compliance and assess the cost incurred in bringing the lease into compliance against the Lessee.

15. Non-Waiver. Any waiver by Lessor of a breach by the Lessee of any covenant, term, or condition contained in this lease shall not be construed to be a waiver of any subsequent breach of the same or other covenant, term, or condition.

16. Total Agreement and Modifications in Writing. This Agreement contains the entire agreement between the parties and cannot be changed or terminated except by written instrument subsequently executed by the parties. This Agreement and the terms and conditions applied and are binding on the heirs, legal representatives, successors, and assigns of both parties.

Lessee Initials MM

IN WITNESS WHEREOF, the parties hereof have executed this Airport Lease the day and year first above written.

CITY OF LIBERAL

By _____
Mayor

ATTEST: _____
City Clerk

LESSEE

By Marshall Watson

MARSHALL WATSON
(Typed/Printed Name of Lessee)

Lessee Initials MM



**CITY OF LIBERAL
CITY COMMISSION MEETING
August 8, 2023
AGENDA ITEM # 6.a.2.**

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

Date: August 8, 2023

From: Judy Hernandez, Accountant I

RE: #7.03 Larry D Johnson

Recommendation:

Staff requests Commission consideration to approve the attached Lease Agreement #7.03 with Larry D Johnson

AIRPORT LEASE

THIS AGREEMENT, entered into **1st day of August, 2023**, by and between the City of Liberal ("Lessor") and **Larry D. Johnson, 1210 S. New York Ave., Liberal, KS. 67901, Phone number: (620) 629-3805** ("Lessee").

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

**All of Lot 12, Block 9
130' x 177' = 23,010 square feet**

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

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

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

2. Term. The term of this Lease is for one (1) year beginning on **August 1, 2023**. There is no option to renew this Agreement, and any hold over will be considered a month to month lease on the same terms as set forth herein. This Lease shall automatically terminate without further obligation by either party if Lessor's right to possession of said airport properties terminates in any way.

3. Rental. Lessee agrees to pay Lessor **\$1,511.76 per year or 125.98 per month**. Rental payments are due on the tenth day of each month, and will be considered late after the eleventh day of each month, incurring a late charge beginning on the eleventh day of each month amounting to 10% of the monthly rent.

4. Security Deposit. No security deposit is required under this lease.

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

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

b. Rules and regulations of the Federal Aviation Administration;

Lessee Initials LJ

c. All other laws and regulations of the United States, State of Kansas, or any other governmental entity's laws, rules, and regulations applicable to said premises;

d. No mobile homes or house trailers for living quarters may be placed on the leased premises and the premises shall not to be used for dwelling purposes;

e. Lessee agrees to furnish service on a fair, equal, and not unjustly discriminatory basis to all of its users, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Lessee may make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers;

f. Lessee shall not be authorized or granted an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958;

g. Lessor reserves the right to further development or improve the landing area and all publicly owned air and navigation facilities of the airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance by Lessee;

h. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of the Lessor would limit the usefulness of the airport or constitute a hazard to aircrafts;

i. During time of war or national emergency, Lessor shall have the right to enter into an agreement with the United States government for military/naval use of all or part of the landing area, the publicly owned air navigation facilities, and/or other areas or facilities of the Liberal Mid-America Regional Airport, including the leased premises. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the United States Government, shall be suspended;

j. This Agreement shall be subordinate to the provisions of any outstanding Agreement between Lessor and the United States relative to the maintenance, operation or development of the airport;

k. Lessee agrees to abide by all laws, rules, and regulations affecting the leased premises or Lessee's use of the leased premises, and in particular will not jeopardize any reasonable function of the Liberal Mid-America Regional Airport or its ability to receive federal funding;

l. Lessee agrees that no person on the grounds of race, color, or national origin shall be excluded from participating in, denied the benefits of, or be otherwise subject to discrimination in the use of the Liberal Mid-America Regional Airport; that any construction of improvements on, over or under the leased premises in the furnishing of service thereon, no person on the

Lessee Initials 

grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and that Lessee shall use the premises in compliance with all other requirements imposed by 49 C.F.R. Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation;

m. No rights granted by this Agreement will be exercised in a manner which would interfere with or adversely affect the use, operation, maintenance or development of the airport;

n. There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the leased premises, together with the right to cause in said air space such noise as may be inherent in the operation of the aircraft, now known or hereafter used for navigation of or flight in the air, using said air space or landing at, taking off from, or operating on or about the Liberal Mid-America Regional Airport;

o. Lessee shall not cut down or remove any tree from the leased premises without the written consent of the Lessor;

p. Lessee shall keep the leased premises clean, neat, and presentable, shall not increase any existing fire hazards, and shall not use the leased premises in a manner which would in any way annoy or interfere with the other tenants or users of the Liberal Mid-America Regional Airport. The Lessee shall keep the lot or piece of land free and clear of all weeds and obnoxious growths and shall such cut such weeds and obnoxious vegetation growths before the same blossoms or matures or attains a size sufficient to interfere in any manner with the health, convenience or pleasure of persons living near or adjacent to such premises or of persons using the streets, alleys or sidewalks and shall not permit the seeds therefrom to be scattered upon the same or adjacent property.

In the event Lessor, in its sole discretion, believes the premises violate the requirements of sub (p), then Lessor shall give written notice to Lessee of the items in violation. Lessee shall have five (5) days from receipt of said notice to cure said violation(s). In the event Lessee fails to cure such violation(s), then Lessor may elect to cure the violation(s) and assess the costs to the Lessee for immediate payment. The costs to cure the violation(s) shall include any and all reasonable fees including but not limited to hourly work per worker not to exceed \$20 per hour, mileage, etc. Costs shall be documented and provided to Lessee with the amount to be paid in writing. Failure to timely pay shall be considered a breach of the lease agreement;

q. Lessee shall comply with all federal, state, and local regulations upon the installation of above ground or below ground storage tanks, and shall obtain the prior written consent of the Lessor before any such installation.

r. In the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall

Lessee Initials 

maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49CFR Part 21, Non-Discrimination Federally Assisted Programs of the Department of Transportation and as said regulations may be amended.

s. **Alcohol Consumption on City Airport Property Prohibited.** Lessee shall comply with City ordinances regarding the prohibited consumption of any type of alcoholic liquor upon City Airport property.

t. **Animals at Large.** Lessee shall comply with City ordinances prohibiting the owning, harboring or having the custody or possession of any dog to cause or allow such animal to run at large within the City and City Airport property. Off-leash dogs on the airport not only present a nuisance to other airport tenants, but to the general safety of airport operations.

u. **Land Purchase.** In the event Lessor makes the determination to sell the leased premises, Lessee shall have first right of refusal to pursue said purchase.

6. **Liability and Insurance.** Lessee shall hold Lessor free, including reasonable attorneys' fees, and harmless from all claims, damages, suits, or causes of action resulting from injuries to persons or property and arising thereon or out of the use, occupancy, or condition of the leased premises and shall carry, maintain and **deposit proof with the Lessor of liability insurance with an insurance company**, satisfactory to Lessor, insuring Lessor as an additional named insured, against liability in the minimum amount of \$1,000,000 per occurrence arising on or about the leased premises, together with \$25,000 property damage insurance. In addition thereto, Lessee shall obtain and maintain adequate fire, accident, casualty, and extended coverage insurance covering the replacement value of contents (including fixtures and attached improvements not considered part of the building for insurance purposes) of any building or personal property owned by Lessor on the leased premises, and again provide Lessor with proof of same and name Lessor as an additional insured. If Lessor is required to resort to an attorney to defend or enforce any of its rights against Lessee and prevails in such litigation, Lessee shall pay Lessor's reasonable attorney's fees and court costs.

7. **Utilities.** Lessee shall pay promptly all charges for heat, light, gas, water and power used by Lessee in or upon the leased premises; shall pay promptly for garbage and sewage removal and waste removal, if any.

8. **Taxes.** Lessee shall pay all annual taxes and assessments levied against any buildings, fixtures, attached improvements, or real estate on the leased premises, and in addition thereto Lessee shall pay all taxes and special assessments assessed against the personal property or real property located on the leased premises. Lessee's tax payment shall be due at the time it would be due if Lessee were the owner of the leased premises.

9. **Inspection.** Lessor and its agent shall have free access to the leased premises during all reasonable hours for the purpose of examining the same and to ascertain if they are in good

Lessee Initials

repair, and to make reasonable repairs which the Lessor may require or desire to make. Lessee, by taking possession of the property accepts it in that condition existing at the time of occupancy and waives any claim Lessee may have concerning the condition of the property. Lessee acknowledges that taking possession includes a full and complete inspection of the property. Lessor shall not be liable for any defects, latent or otherwise, on the leased premises.

10. Repairs and Modification. Lessee agrees that any repairs or modifications made to City owned buildings or personal property leased hereunder can be made at the Lessee's own expense if less than \$100.00, if it does not devalue the property or do structural damage to the property. Under all other situations including when Lessee wants Lessor to pay, Lessee shall obtain prior approval from the Airport Manager, with the right to appeal any repairs and modifications greater than \$300.00 to the City Manager. If approval is not received, Lessee can be required to pay for the cost of repair or modification or remove it at Lessee's expense, at Lessor's discretion. All requests for approval of the Airport Manager or City Manager shall be accompanied by two estimates for the repair or modification.

11. Environmental Hazard. For the duration of this Lease, Lessee warrants that it will not use, or permit to be used, the leased premises in a manner that would permit hazardous substances, pollutants, or other controlled substances in violation of environmental laws, rules, or regulations to exist on the leased premises. As soon as Lessee becomes aware of any such violation or potential violation existing on the leased premises, or any investigation, complaint or inquiry regarding the same, Lessee shall immediately inform Lessor. Lessee shall keep current all licenses or permits concerning air, water, underground tanks, dumping, storage, or other uses of the leased premises. Lessee further agrees to indemnify, defend, and hold Lessor harmless from and against any liability, loss, cost, damage, or expense, including, without limitation, reasonable attorney fees, arising from any lien, clean up, or removal costs under any hazardous substances, environmental protection, clean air and water act, or other local, state or federal law or regulation in connection with the leased premises, unless the violation is solely caused by Lessor. Lessor and Lessee shall not be required to perform an environmental audit, survey, testing, or other review of the property before entering into this Lease, though Lessee may do so at Lessee's sole risk and expense.

12. Oil and Gas Leases. All existing oil and gas leases covering the leased premises are prior in right and time to this Lease and this Lease is subject to its terms and conditions insofar as the use of the surface of the leased premises is concerned. Lessor reserves the right to enter into future oil and gas leases covering all or part of the leased premises, and in such event, the oil and gas Lessee shall pay reasonable damages to Lessee named herein for the interference to the Lessee's use of the surface and Lessor will make an equitable abatement of rent based on the square footage of the surface taken by the oil and gas Lessee.

13. Assignment and Sublease. Lessee may not assign or sublease all or any part of the premises, and any attempt to do so is void, unless expressly approved in writing by Lessor.

Lessee Initial 

14. Default. Lessee shall be in default if any of the following occur:

- a. Rent is more than ten (10) days past due, even though the late payment fee will continue to accrue;
- b. Failure to perform any term, condition, or covenant of this Lease;
- c. Lessee becomes bankrupt or insolvent, or has a Petition in bankruptcy or for the appointment of a receiver filed by or against Lessee;
- d. Lessee makes an assignment for the benefit of creditors;
- e. Lessee abandons the premises;
- f. Lessee has any part of the leased premises taken by writ of execution;
- g. Lessee allows any type of lien to attach to the leased premises.
- h. Lessee fails to timely pay any tax assessment becoming due during the Lease term.

In the event of default by Lessee, Lessor, besides other rights or remedies it may have according to law, shall have the immediate right of re-entry and may remove all persons and property from the leased premises, with such property removed (or secured) and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee, all without service or notice or resort to legal process and without being deemed guilty of or liable for trespass or becoming liable for any loss or damage which may be occasioned thereby. Additionally, Lessor may take all reasonable steps to bring the lease into compliance and assess the cost incurred in bringing the lease into compliance against the Lessee.

15. Non-Waiver. Any waiver by Lessor of a breach by the Lessee of any covenant, term, or condition contained in this lease shall not be construed to be a waiver of any subsequent breach of the same or other covenant, term, or condition.

16. Total Agreement and Modifications in Writing. This Agreement contains the entire agreement between the parties and cannot be changed or terminated except by written instrument subsequently executed by the parties. This Agreement and the terms and conditions applied and are binding on the heirs, legal representatives, successors, and assigns of both parties.

IN WITNESS WHEREOF, the parties hereof have executed this Airport Lease the day and year first above written.

Lessee Initials 

CITY OF LIBERAL

By _____
Mayor

ATTEST: _____
City Clerk

LESSEE

By Larry D. Johnson
LARRY D. JOHNSON
(Typed/Printed Name of Lessee)

Lessee Initials LJ



**CITY OF LIBERAL
CITY COMMISSION MEETING
August 8, 2023
AGENDA ITEM # 7.**

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

Date: August 8, 2023

From: Karen LaFreniere, Grants Director

RE: RHID Adoption of Development Agreement (Chance Road and Apache Lane)

RHID Development Agreement for Infrastructure construction on Chance Road and Apache Lane.

Recommendation:



**CITY OF LIBERAL
CITY COMMISSION MEETING
August 8, 2023
AGENDA ITEM # 7.a.**

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

Date: August 8, 2023

From:

RE: Public Hearing--RHID Adoption of Development Agreement (Chance Road and Apache Lane)

Recommendation:



**CITY OF LIBERAL
CITY COMMISSION MEETING
August 8, 2023
AGENDA ITEM # 7.b.**

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

Date: August 8, 2023

From: Karen LaFreniere, Grants Director

RE: Ordinance No. 4605

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF LIBERAL, KANSAS ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH (CHANCE ROAD AND APACHE LANE DEVELOPMENT)

Recommendation:

Staff recommends:

Approval of Ordinance No. 4605

Adoption of the Development Plan for Chance Road and Apache Lane Development as presented.

ORDINANCE NO. 4605

**AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF LIBERAL, KANSAS ESTABLISHING
A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE
DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING
CERTAIN FINDINGS IN CONJUNCTION THEREWITH (CHANCE ROAD AND APACHE LANE
DEVELOPMENT)**

WHEREAS, K.S.A. 12-5241 et seq. (the "Act") authorizes any city incorporated in accordance with the laws of the State of Kansas (the "State") with a population of less than 60,000 located in a county with a population of less than 80,000 to designate rural housing incentive districts within such city; and

WHEREAS, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

WHEREAS, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a rural housing incentive district and providing the legal description of property to be contained therein; and

WHEREAS, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of Commerce of the State (the "Secretary") requesting that the Secretary agree with the finding contained in such resolution; and

WHEREAS, if the Secretary agrees with such findings, such city may proceed with the establishment of a rural housing incentive district within such city and adopt a plan for the development or redevelopment of housing and public facilities in the proposed district; and

WHEREAS, the City of Liberal, Kansas (the "City") has an estimated population of 19,825, is located in Seward County, Kansas which has an estimated population of 21,747 and therefore constitutes a city as said term is defined in this Act; and

WHEREAS, in September of 2012 the Governing Body of the City updated the Housing Needs Analysis, a copy of which is on file in the office of the City Clerk; and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 2178 which made certain findings relating to the need for financial incentives relating to the construction of quality housing within the City, declared it advisable to establish a Rural Housing Incentive District pursuant to the Act and authorized the submission of such Resolution and a Housing Needs Analysis to the Kansas Department of Commerce in accordance with the provisions of the Act; and

WHEREAS, the Secretary of Commerce, pursuant to a letter dated March 4, 2019, authorized the City to proceed with the establishment of a Rural Housing Incentive District (Holly Ridge 4th & 5th Additions) pursuant to the Act; and

WHEREAS, the City has caused to be prepared a plan for the development or redevelopment of housing and public facilities in the proposed Rural Housing Incentive District (the "District") in accordance with the provisions of the Act (the "Plan"); and

WHEREAS, the Plan Includes:

1. The legal description and map required by subsection (a) of K.S.A. 12-5244;
2. The existing assessed valuation of the real estate in the proposed district, listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed district;

4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof;
5. A listing of names, addresses, and specific interest in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District;
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, set forth the boundaries of the proposed District, provided a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for August 8, 2023, and provided for notice of such public hearing as provided in the Act; and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 2399 which made a finding that the City is considering the establishment of the proposed District and adopting the proposed Plan pursuant to the Act, set forth the boundaries of the proposed District, provides a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for August 8, 2023, and provided for notice of such public hearing as provided in the Act; and

WHEREAS, a public hearing was held on August 8, 2023, after due published and delivered notice in accordance with the provisions of the Act; and

WHEREAS, upon considering the information and public comments received at the public hearing, the Governing Body of the City hereby deems it advisable to make certain findings to establish the proposed District and to adopt the proposed Plan.

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

Section 1. Findings. The Governing hereby finds that due notice of the public hearing conducted April 25, 2023, was made in accordance with the provisions of the Act.

Section 2. Creation of the Rural Housing Incentive District. A Rural Housing Incentive District is hereby created within the City in accordance with the provisions of the Act, which shall consist of the following described real property in the Development, in the City of Liberal, Seward County, Kansas:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Block One (1) and Lots Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-three (23), Twenty-four (24), Block Two (2). A Replat of Blocks 1 and 11 and a portion of Blocks 2, 10 and 12 Holly Ridge Fourth Addition to the City of Liberal, Seward County, Kansas.

Section 3. Approval of Development Plan. The Plan for the development or redevelopment of housing and public facilities in the District as presented to the Governing Body this date, is hereby approved.

Section 4. Adverse Effect on Other Government Units. If, within thirty (30) days following the conclusion of the public hearing on August 8, 2023, any of the following occurs, the Governing Body shall act to repeal this Ordinance:

1. The Board of Education of U.S.D. 480 determines by resolution that the District will have an adverse effect on such school district; or
2. The Board of County Commissioners of Seward County, Kansas determines by resolution that the District will have an adverse effect on such county; or

3. The Board of Trustees of Seward County Community College determines by resolution that the District will have an adverse effect on such community college.

As of this date, the City has not received a copy of any such resolution and is not aware of the adoption of any such resolution by the governing body of Unified School District 480, Seward County or Seward County Community College.

Section 5. Reimbursement. The Act authorizes the City to reimburse the developer for all or a portion of the costs of implementing the Plan through the use of property tax increments allocated to the City under the provisions of the Act.

Section 6. Further Action. The Mayor, City Clerk and other officials and employees of the City, including the City Attorney, are hereby further authorized and directed to take such other actions as may be appropriate to accomplish the purposes of this Ordinance.

Section 7. Effective Date. This Ordinance shall be effective upon its passage by the Governing Body of the City of Liberal, Kansas and publication one time in the official City newspaper.

PASSED by the Governing Body of the City of Liberal, Kansas and signed by the Mayor on August 8, 2023.

ATTEST:

Jose Lara, Mayor

Alicia Hidalgo, City Clerk

**DEVELOPMENT PLAN
FOR THE CHANCE ROAD / APACHE LANE RURAL HOUSING INCENTIVE DISTRICT
OF THE CITY OF LIBERAL, KANSAS
DATE: AUGUST 8, 2023**

INTRODUCTION

On September 24, 2013, the Governing Body of the City of Liberal, Kansas (the City) adopted Resolution 2178 that found and determined that:

1. There is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.
2. The shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.
3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.
4. The future economic wellbeing of the City depends on the Governing Body providing additional incentives for the construction of/or renovation of quality housing in the City.

Based on these findings and determinations, the Governing Body proposed the establishment of a Rural Housing Incentive District within the City pursuant to the Act. (K.S.A. 12-5241 et seq.)

Following the adoption of Resolution 2178, a certified copy was submitted to the Secretary of Commerce for approval of the establishment of the Rural Housing Incentive District in the City, as required by K.S.A. 12-5244(c).

On May 13, 2013 the Secretary of Commerce provided written confirmation, approving the establishment of the Rural Housing Incentive District (the District) (Substitute Resolution 2170).

On March 4, 2019 the Secretary of Commerce provided written confirmation, approving the establishment of additional Rural Housing Incentive Districts, Holly Ridge 4th & 5th Additions, City of Liberal.

DEVELOPMENT PLAN ADOPTION

K.S.A. 12-5245 states that once the City receives approval from the Secretary of Commerce for the development of a Kansas Rural Housing Incentive District, the governing body must adopt a plan for the development of housing and public facilities within the proposed district.

DEVELOPMENT PLAN

As a result of the shortage of quality housing within Liberal, the City proposes this Development Plan to assist in the development of quality housing within the City.

A map of the District is attached as **Exhibit A** to this document.

1. The legal description of the district to be developed:
Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Block One (1) and Lots Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-three (23), Twenty-four (24),

Block Two (2) A Replat of Blocks 1 and 11 and a portion of Blocks 2, 10 and 12 Holly Ridge Fourth Addition to the City of Liberal, Seward County, Kansas.

2. The assessed valuation of all real estate within the District for 2022 is \$55,110
3. The name and addresses of the owner of record for the real estate within the District are: Chance Venture, LLC
4. The housing and public facilities project to be constructed includes the following:

Housing Facilities

The housing facilities will be composed of 31 single family houses each approximately 3200 square feet (with unfinished basements).

Public Facilities

Public improvements will include construction of infrastructure improvements located within the boundaries of the District, including street, curb, gutter, lighting, sidewalk, and parking improvements. Infrastructure improvements will be constructed concurrently with the project.

5. The names, addresses, and specific interests in the real estate in the District of the developers responsible for development of the housing and public facilities are:

Owner of Real Property at Completion:

Developer: Chance Venture, LLC

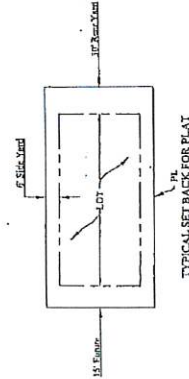
6. The Governing Body of the City entered into a Development Agreement
7. The City's Finance Director conducted a study to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of revenue, would be sufficient to pay for the public improvements to be undertaken in the District. A copy of the analysis is attached hereto as **Exhibit B**. the analysis estimates the property tax revenues that will be generated from the District, less existing property taxes, to determine the revenue stream available to support reimbursement to the Developer for all or a portion of the costs of financing the public infrastructure. The estimates indicate that the revenue realized from the project would be adequate to pay all or a significant portion of the eligible costs.

**DEVELOPMENT PLAN – EXHIBIT A
MAP OF THE CHANCE ROAD / APACHE LANE
RURAL HOUSING INCENTIVE DISTRICT**

A Replat of Blocks 1, 2, 11, 12, and a portion of Block 10, Holly Ridge 4th Addition to the City of Liberal, Seward County, Kansas.

A Replat of Blocks 1, 2, 11, 12, and a portion of Block 10, Holly Ridge 4th Addition to the City of Liberal, Seward County, Kansas.

Table 1		
Line	Length	Bandwidth
1	0.15	20.0% (20.0 Hz)
2	0.25	20.0% (20.0 Hz)
3	0.35	20.0% (20.0 Hz)

[illegible][illegible]

TYPICAL SET BACK FOR PLAY

EARLES ENGINEERING & INSPECTION, INC.
Engineers - Surveyors - Construction Inspection
115 N. W. 21st Ave., 2nd Floor, Suite 201, Ft. Worth, TX 76102
Phone: 817-335-5555 Fax: 817-335-5556
E-mail: info@earlesinc.com

DEVELOPMENT PLAN – EXHIBIT B
COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS
CHANCE ROAD/APACHE LANE RHID

Estimated RHID Reimbursable Expenses \$ 3,044,576

Unimproved	2022	Property Class	Mill Levy	Tax Amount
	\$55,110	11.5%	0.186316	\$1,180.81

Improved	Estimated Value of Lots	Estimated Value of Buildings to be Constructed	Property Class	Mill Levy	Est. Property Tax	Number of Lots
	\$ 790,500	\$8,600,000	11.5%	0.186316	<u>\$201,204.05</u>	31

Grand Total	\$9,390,500
Tax Increment	\$200,023
23 Year Total at 1% Growth	\$4,811,492.04

**DEVELOPMENT PLAN – EXHIBIT C
DEVELOPMENT AGREEMENT
CHANCE ROAD/APACHE LANE RHID**

THIS DEVELOPMENT AGREEMENT (hereinafter “Agreement”), entered into this 8th day of August, 2023, by and between the **CITY OF LIBERAL**, Kansas, a municipal corporation of the State of Kansas (hereinafter “City”), and **CHANCE VENTURE, LLC** (hereinafter “Developer”).

RECITALS

- A. WHEREAS**, City and Developer (hereinafter “Parties”) desire to memorialize their intent with respect to their obligations and responsibilities for the construction of a single-family residential development to be known as “CHANCE ROAD / APACHE LANE” (hereinafter “the Development”); and,
- B. WHEREAS**, Developer is the title owner of real property located within the boundaries of City and described on *Exhibit A*, further described as a Replat of Holly Ridge 4th Addition to the City of Liberal, Seward County, attached hereto and incorporated herein by reference (hereinafter “the Property”); and,
- C. WHEREAS**, Developer desires to develop the Property by construction of 31 residences and related internal infrastructure improvements, all as more fully described herein; and,
- D. WHEREAS**, City has determined that the construction of the Development will foster the economic development of City and surrounding area of Seward County, Kansas; and,
- E. WHEREAS**, the Parties hereto are authorized to enter into this Agreement and to complete the responsibilities set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. As used in this Agreement, the following words and terms shall have the meaning set forth below:

Agreement—means this Development Agreement, as the same may be from time to time modified, amended or supplemented in writing by the Parties hereto.

City—means the City of Liberal, Kansas

City Infrastructure Improvements - means the City Street Improvements and the City Drainage Improvements.

City Street Improvements - means certain street improvements to serve the Development Area to be constructed by the City, as described on **Exhibit G**.

City Drainage Improvements - means certain drainage improvements to serve the Development Area to be constructed by the City, as described on **Exhibit G**.

Concept Site Plan—means the site development plan prepared by a licensed professional engineer, or firm thereof, acceptable to City, attached as **Exhibit C** hereto and incorporated herein by reference, depicting the conceptual program for construction of the Development Project and the Public Improvements.

Construction Plans—means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections.

Developer—means Chance Venture, LLC

Developer Infrastructure Improvements—means all water, sanitary sewer, storm water, drainage, electric improvements, roads, sidewalks and curb and gutter, necessary for the Development and located within the boundaries of the Development Area to be constructed by the Developer other than the City Infrastructure Improvements, including engineering costs, any costs of right-of-way and appurtenances related thereto, as set forth on the approved plat for the Development, all as more specifically described on **Exhibit D** attached hereto and incorporated herein by this reference.

Development Area—means the collective areas described in **Exhibit B** attached hereto and incorporated herein by reference.

Development Costs—means the total amount spent or expected to be spent by Developer to construct the Work.

Development Project—means quality multi-family residences to be constructed in the Development Area in accordance with the Concept Site Plan.

Developer Eligible Costs means the portion of the costs of the Developer Infrastructure Improvements which are reimbursable to the Developer pursuant to the provisions of K.S.A. 12-5249.

Governing Body—means the City Commission of Liberal, Kansas.

Material Change—shall mean any change in the Concept Site Plan that significantly affects the nature of the Public Improvements, the number of Units, or increases/decreases the cost of the Development Project by twenty-five thousand dollars (\$25,000.00) or more for each change.

Mayor—means the Mayor of Liberal, Kansas or his duly authorized agent.

Plans and Specifications—means the plans and specifications for the Public Improvements prepared by a licensed professional engineer, or firm thereof, acceptable to City.

Project Costs—means all costs associated with the completion of the Improvements and all associated legal, engineering, project finance and other soft costs as described on the cost estimates set forth on **Exhibit D** attached hereto and incorporated herein by this reference.

Property—means the real property (including but not limited to fee interests, leasehold interests, tenant-in-common interests, and such other like or similar interests) on which the Development Project will be located, more specifically described in **Exhibit A** attached hereto and incorporated by this reference.

Public Improvements—means the electric, sewer, water improvements, storm water, streets, sidewalks, and curb and gutter, which will be owned, operated and maintained by the owner.

Related Third Party—means any party related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended and any successor entity in which the principals of the Developer (either individually or collectively) or Developer own or control no less than fifty percent (50%) of the voting interest in such successor entity.

RHID Funds means those amounts paid from the Seward County Treasurer to the Treasurer of the City pursuant to K.S.A. 12-5250(b)(2)(A) as a result of the Development Project.

Rural Housing Incentive District—means a rural housing incentive district to be created by the City for the Development Project pursuant to the Kansas Rural Housing Incentive District Act.

Substantial Completion—means the stage in the progress of the Work when the Work or designated portions thereof is sufficiently complete in accordance with the Construction Plans, excepting all punch list items so that Developer can occupy or utilize the Work for its intended purpose.

Unit—means each individual apartment unit in a multi-family residence development.

Work—means all work necessary to prepare the Property and to construct the Development Project and the Public Improvements, including; (1) demolition and removal of certain existing improvements located on the Property; (2) construction, reconstruction and/or relocation of utilities; (3) construction of the multi-family residences and structures, including surface parking facilities, and screening and site landscaping on the Property, as described in the Concept Site Plan; and (4) all other Work described in the Concept Site Plan, or reasonably necessary to effectuate the intent of this Agreement.

ARTICLE II

RURAL HOUSING INCENTIVE DISTRICT

2.1 PRELIMINARY RESOLUTION. Governing Body has heretofore adopted Resolution No. 2178 September 24, 2013, which made certain findings pursuant to the Rural Housing Incentive District Act, relative to the need for housing in City and declaring intent to establish Rural Housing Incentive Districts within City, which would include the Property.

2.2 DEPARTMENT OF COMMERCE FINDING. Pursuant to the resolution described in *Section 2.1* hereof, City caused to be prepared a Housing Needs Analysis and forwarded the same with said resolution, to the Kansas Secretary of Commerce. On November 18, 2013, the Kansas Secretary of Commerce issued a letter to City making certain findings required by the Rural Housing Incentive District Act, and approved City's ability to establish a Rural Housing Incentive District.

2.3 FURTHER PROCEEDINGS. The City has caused to be prepared a Development Plan in accordance with the provisions of the Rural Housing Incentive District Act, adopted a resolution calling a public hearing relative to such Development Plan, conducted a public hearing, and will pass an ordinance approving the Development Plan and establish a Rural Housing Incentive District that includes the Property. The Rural Housing Incentive District will be deemed to be established at the time said ordinance is passed by the Governing Body. The Parties acknowledge that the creation of the Rural Housing Incentive District is subject to nullification in the manner set forth in K.S.A. 12-5246

ARTICLE III

CONSTRUCTION OF THE PROJECT AND DEVELOPER INFRASTRUCTURE IMPROVEMENTS

3.1 Development Project Construction Schedule. Developer shall commence construction of the Development Project and Developer Infrastructure Improvements within the Development Area, not more than sixty (60) days after the Rural Housing Incentive District ordinance is passed by the Governing Body. Developer will diligently pursue Substantial Completion of the Development Project.

3.2 CONSTRUCTION OF THE DEVELOPMENT PROJECT. Developer shall construct the Development Project in a good and workmanlike manner in accordance with the terms of this Agreement and as set forth in the Construction Plans.

3.2.1 CONSTRUCTION CONTRACTS; INSURANCE. Developer may enter into one or more construction contracts to complete the Development Project. Prior to the commencement of construction of the Development Project, Developer shall obtain or shall require that any such contractor obtains workers' compensation, comprehensive public liability and builder's risk insurance as provided in *Section 5.8* hereof and shall deliver evidence of such insurance to City. Developer shall require that the insurance required is maintained by any such contractor for the duration of the construction of the Development Project of part thereof, if such contract relates to less than all of the Development Project. If Developer serves as general contractor for the Development Project, Developer shall not charge more for such services than a third-party contractor would customarily charge for such services.

3.3 CONCEPT SITE PLAN. Developer, at its cost, has had prepared a Concept Site Plan. Said Concept Site plan is hereby approved by the Parties. Developer shall promptly notify City in writing of any Material Changes to the Concept Site Plan at least thirty (30) days prior to the implementation of any such Material Change, including a description of the Material Change and reasons therefore. During the progress of the Work, Developer may make changes to the Concept Site Plan or any aspect thereof as site conditions or other issues of feasibility may dictate or as may be necessary or desirable in the sole determination of Developer to enhance the economic viability of the Development Project provided, however, that Developer may not make Material Changes to the Public Improvements or reduce the number of Units on the Concept Site Plan without the advance written consent of City.

3.4 CONSTRUCTION OF DEVELOPER INFRASTRUCTURE IMPROVEMENTS. Developer shall construct, at its cost, the Developer Infrastructure Improvements in a good and workmanlike manner in accordance with the Plans and Specifications approved by City consistent with the construction of the Development Project so that the Substantial Completion of the Developer Infrastructure Improvements associated with the Development Project shall be completed on or before Substantial Completion of the Development Project.

3.4.1 ACQUISITION OF EASEMENTS, PERMITS. Developer is responsible for securing any rights-of-way and/or easement rights from private parties necessary to improve or build the Developer Infrastructure Improvements and City will cooperate with Developer with respect to any such acquisition. All costs associated with the acquisition of rights-of-way and/or easements shall be considered an Eligible Cost. City shall cooperate with Developer in obtaining all necessary permits for construction of the Developer Infrastructure Improvements.

3.4.2 CONSTRUCTION CONTRACTS; INSURANCE. Developer may enter into one or more construction contracts to compete the Work for the Developer Infrastructure Improvements. Prior to the commencement of construction of the Developer Infrastructure Improvements, Developer shall obtain or shall require that any such contractor obtains workers' compensation, comprehensive public liability and builder's risk insurance coverage as provided in **Section 5.8** hereof and shall deliver evidence of such insurance to City. Developer shall require that the insurance required is maintained by any such contractor for the duration of the construction of the Developer Infrastructure Improvements or part thereof, if such contract relates to less than all of the Developer Infrastructure Improvements. If Developer serves as general contractor for the Developer Infrastructure Improvements, Developer shall not charge more for such services than a third-party contractor would customarily charge for such services.

3.4.3 CERTIFICATION OF SUBSTANTIAL COMPLETION. Promptly after Substantial Completion of the Work with respect to the Developer Infrastructure Improvements and/or Public Improvements, or a phase thereof, in accordance with the provisions of this Agreement, Developer will furnish to City a Certificate of Substantial Completion in the form attached hereto as **Exhibit E**. City shall, within thirty (30) days following delivery of each Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify reasonable satisfaction with, and the accuracy of, the certifications contained in each Certificate of Substantial Completion. Each Certificate of Substantial Completion shall be deemed accepted by City unless, prior to the end of such thirty (30) day period after delivery to City of each Certificate of Substantial Completion, City furnishes Developer with specific written objections to the status of the Work, describing such objections and the written objections to the status of the Work, describing such objections and the measures required to correct such objections in reasonable detail.

ARTICLE IV

FINANCING OBLIGATIONS

4.1 FINANCING OF PUBLIC IMPROVEMENTS. The City will pay for the costs of the City Infrastructure Improvements. All other costs of the Development Project will be paid in cash or financed by the Developer.

4.2 USE OF RHID FUNDS. The City will utilize RHID Funds as follows:

- (1) First, to reimburse the City for the costs of City Street Improvements, up to a maximum of \$1,000,000;
- (2) Second, RHID Funds in excess of the costs of the City Street Improvements will be split evenly between the City and the Developer until the City has been reimbursed for the costs of the City Drainage Improvements up to a maximum of \$1,000,000; and
- (3) Third, after reimbursement to the City up to the maximum amounts set forth above, excess RHID Funds will be utilized to reimburse the Developer for Developer Eligible Costs in accordance with this Agreement.

4.3 REQUEST FOR REIMBURSEMENT. Reimbursements for expenses paid or financed by the Developer will be made solely to the Developer. The Developer will certify all costs and expenditures to be made in connection with the Eligible Costs in accordance with the following:

- (a) The Developer will submit to the City a Request for Reimbursement setting forth the amount for which reimbursement is sought and an itemized listing of the related Developer Eligible Costs.
- (b) Each Request for Reimbursement will be accompanied by such bills, contracts, invoices, or other evidence reasonably satisfactory to the City to document that payment has been made by the Developer for such Developer Eligible Costs.

4.4 REIMBURSEMENT. The City will have 45 calendar days after receipt of any Request for Reimbursement to review and respond by written notice to the Developer. If the submitted documentation demonstrates that: (1) the Request for Reimbursement shows payment of the Developer Eligible Costs; (2) the expense was incurred; (3) the Developer is not in default under this Agreement; and (4) the City has not discovered any fraud on the part of the Developer, then the City will approve the Request for Reimbursement and promptly reimburse the Developer for the Eligible Costs pursuant to the terms of this Agreement if sufficient RHID Funds are available, and semiannually in March and September of each year as RHID Funds become available in the event that RHID Funds in the City's possession are at that time insufficient. In the event the City does not respond within such 45 day period, the Request for Reimbursement will be deemed approved. If the City reasonably disapproves of the Request for Reimbursement, the Parties will meet to resolve any such differences. Reimbursements will cease upon the earlier of (a) such time as the Developer Eligible Costs have been fully reimbursed to Developer, or (b) 25 years after the date of the establishment of the Rural Housing Incentive District. The City will have no liability and/or responsibility to Developer for any payment greater than available RHID Funds that are actually received from the Seward County Treasurer pursuant to the provisions of K.S.A. 12-5250(b)(2)(A) as a result of the creation of the Rural Housing Incentive District.

ARTICLE V

GENERAL PROVISIONS

5.1 CITY'S RIGHT TO TERMINATE. In addition to all other rights of termination as provided herein, City may terminate this Agreement at any time if Developer defaults in or breaches any material provision of this Agreement and fails to cure such default or breach within thirty (30) days after receipt of written notice from City of such default or breach.

5.2 DEVELOPER'S RIGHT TO TERMINATE. In addition to all other rights of termination as provided herein, Developer may terminate this Agreement at any time if City defaults in or breaches any material provision of this Agreement (including any City default under *Article IV* hereof) and fails to cure such default or breach within thirty (30) days after receipt of written notice from Developer of such default or breach.

5.3 SUCCESSORS AND ASSIGNS.

- a. This agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, agents, successors and assigns.
- b. Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after completion of the Development Project, whereupon the Party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although prior to Substantial Completion of the Improvements to such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement); provided, however, that the buyer, transferee or assignee shall be financially solvent as demonstrated to City.
- c. Until Substantial Completion of the Development Project has occurred, the obligations of Developer under this Agreement may not be assigned in whole or in part without the prior written approval of City, which approval shall not be unreasonably withheld, conditioned, or delayed upon a reasonable demonstration by Developer of the proposed assignee's experience and financial capability to undertake and complete all portions of the Work with respect to the Development Project, all in accordance with this Agreement. Notwithstanding the foregoing, Developer may be permitted to subcontract the construction of any portion of the Development Project without the consent of City as long as Developer remains liable therefore hereunder. Notwithstanding anything herein to the contrary, City hereby approves, and no prior consent shall be required in connection with, (a) the right of Developer to encumber or collaterally assign its interest in the Property or any portion thereof or any interest in the Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Developer Eligible Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment; (b) the right of Developer to assign Developer's rights, duties and obligations under the Agreement to a Related Party; or (c) the right of Developer to sell or lease individual portions of the Property in the ordinary course of the development of the Development

Project; provided that in each such event Developer named herein shall remain liable hereunder for the Substantial Completion of the Development Project, and shall be released from such liability hereunder only upon Substantial Completion of the Development Project.

5.4 REMEDIES. Except as otherwise provided in this Agreement and subject to Developer's and City's respective rights of termination, in the event of any breach of any term or condition of this Agreement by either Party, or any successor, the breaching Party (or successor) shall, upon written notice from the other Party specifying such claimed breach, proceed immediately to cure or remedy such breach, and, shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default. If the breach shall not be cured or remedied, the aggrieved Party may hold the breaching Party in default of this Agreement and there upon may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching Party, withholding funds received pursuant to K.S.A. 12-5250(b)(2)(A) and/or repeal of the ordinance establishing the Rural Housing Incentive District. For purposes of this **Section 5.4**, no Party may be deemed in default of this Agreement unless and until it has received notice of any claimed breach and has been given an opportunity to cure the same.

5.5 FORCE MAJEURE. Neither City nor Developer nor any successor in interests shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; act of terror; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by any governmental entity necessary for the Developer to proceed with construction of the Work or any portion thereof, shortage of delay in shipment of material or fuel; acts of God; unusually adverse weather or soil conditions; unforeseen site conditions that render the site economically or physically undevelopable (as a result of additional cost or delay), or any other cause or contingency similarly; or other causes beyond the Parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or unreasonably sustained by Developer, and further provided that Developer notifies city in writing within thirty (30) days of the commencement of such claimed event of force majeure.

5.6 NOTICES. Any notice, demand or other communication required by this Agreement to be given by either Party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United State first class mail, postage prepaid, or delivered personally,

a. In the case of Developer, to:
Chance Venture, LLC
303 N Kansas Ave, Suite 106
Liberal, KS 67901

b. In the case of City, to:
City of Liberal, Kansas

P.O. Box 2199
Liberal, KS 67905
Attention: Karen LaFreniere
Phone: (620) 626-2251

Or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this **Section 5.6**.

5.7 CONFLICT OF INTEREST. No member of the Governing Body or any branch of City's government who has any power of review or approval of any of Developer's undertakings, or of City's contracting for goods or services for the Development, shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interests shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the Governing Body the nature of such interest and seek a determination by the Governing Body with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed. City represents to Developer that no such conflicts of interest exist as of the date hereof.

5.8 INSURANCE; DAMAGE OR DESTRUCTION OF DEVELOPMENT PROJECTS.

(a.) Developer will cause there to be insurance coverage as hereinafter set forth at all times during the process of constructing the Work and, from time to time at the request of City, shall furnish City with proof of payment of premiums on:

- (i.) Builder's Risk insurance, written on the so called "Builder's Risk—Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Work at the date of completion, and with coverage available in non-reporting form on the so called "all risk" form of policy. The interest, if any, of City shall be protected in accordance with a clause in form and content satisfactory to City; and,
 - (ii.) Comprehensive general liability insurance (including operations, operations of subcontractors, completed operations and contractual liability insurance) together with an owner's contractor's policy, with limits against bodily injury and property damage of not less than Five Million Dollars (\$5,000,000.00) for all claims arising out of a single accident or occurrence and Two Million Dollars (\$2,000,000.00) for any one person in a single accident or occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); and
 - (iii.) Workers Compensation insurance, with statutorily required coverage.
- (b.) The policies of insurance required pursuant to clauses (i.) and (ii.) above shall be in form and content reasonably satisfactory to City and shall be placed with financially sound and reputable insurers licensed to transact business in the State of Kansas with general policy holder's rating of

not less than A- and a financial rating of A- as rated in the most current available "Best's" insurance reports. The policy of insurance delivered pursuant to clause (i.) above shall contain an agreement of the insurer to give not less than thirty (30) days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder. All policies of insurance required pursuant to this section shall name City as an additional insured. Developer shall deliver to City evidence of all insurance to be maintained hereunder.

5.9 INSPECTION. Developer shall allow City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work as City determines is reasonable and necessary to verify Developer's compliance with the terms of this Agreement.

5.10 CHOICE OF LAW. This Agreement shall be deemed to have been fully executed, made by the Parties in, and governed by the laws of State of Kansas for all purposes and intents.

5.11 ENTIRE AGREEMENT: AMENDMENT. The Parties agree that this Agreement and the Development Plan constitute the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the Parties.

5.12 COUNTERPARTS. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instruments.

5.13 SEVERABILITY. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

5.14 REPRESENTATIVES NOT PERSONALLY LIABLE. No elected or appointed official, agent, employee or representative of City shall be personally liable to Developer in the event of any default or breach by any Party under this Agreement or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

5.15 LEGAL ACTIONS. If a third party brings an action against City, or any officials, agents, employees or representatives thereof contesting the validity or legality of any of the terms of this Agreement, or the ordinance approving this Agreement, Developer may, at Developer's option but only with City's consent, assume the defense of such claim or action (including without limitation, to settle or compromise any claim or action for which Developer has assumed the defense) with counsel of Developer's choosing. The Parties expressly agree that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent City and Developer in any such proceeding; provided, Developer and its counsel shall consult with City throughout the course of any such action and Developer shall pay all reasonable and necessary costs incurred by City in connection with such action. If such defense is assumed by Developer, all costs of any such action incurred by City shall be promptly paid by Developer. If City refuses to permit Developer to assume the defense of any action, then costs incurred by City shall be paid by City.

5.16 RELEASE AND INDEMNIFICATION. The indemnifications and covenants contained in this **Section 5.16** shall survive termination or expiration of this Agreement and shall be specifically subject to the limitation of **subsection 5.16.7** of this Agreement.

5.16.1 Notwithstanding anything herein to the contrary, City and its Governing Body members, officers, agents, servants, employees and independent contractors shall not be liable to Developer for damages or otherwise in the event that any ordinance, order or resolution adopted in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either City is prevented from performing any of the covenants and agreements herein or Developer is prevented from enjoying the rights and privileges hereof.

5.16.2 Developer releases from, agrees to indemnify and hold harmless City, its Governing Body members, officers, agents, servants and employees against, and covenants and agrees that City and its Governing Body members, officers, agents, servants, employees and independent contractors shall not be liable for, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the acquisition of the Property or construction of the Work including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including attorney's fees, except for those matters rising out of the willful and/or wanton negligence of City and its governing body members, officers, agents, servants, and employees.

5.16.3 City and its Governing Body members, officers, agents, servants and employees shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Property or the Work except for matters arising out of the willful and/or wanton negligence of City and its Governing Body members, officers, agents, servants and employees.

5.16.4 All covenants, stipulations, promises, agreements and obligations of City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any of its Governing Body members, officers, agents, servants or employees in their individual capacities.

5.16.5 No official, employee or representative of City shall be personally liable to Developer in the event of a default or breach by any Party to this Agreement.

5.16.6 Developer releases from and covenants and agrees the City, its Governing Body members, officers, employees, agents and independent contractors shall not be liable for, and agrees to indemnify and hold City, its Governing Body, members, officers, employees, agents and independent contractors harmless from and against any and all suits, interest, claims and cost of attorney fees incurred by any of them, resulting from, arising out of, or in any way connected with: (1) the Development Project or its approval, (2) the construction of the Work, (3) the negligence or willful misconduct of Developer, its employees, agents or independent contractors in connection with the management, development, and construction of the Work, (4) the compliance by Developer with all applicable state, federal and local

environmental laws, regulations, ordinances and orders, (5) underground storage tanks located on or about the Property, (6) friable asbestos or asbestos-containing materials at, on, or in the Property, (7) the operation of all or any part of the Property, or the condition of the Property, including, without limitation, any environmental cost or liability, or (8) negotiations, inspections, acquisitions, preparations, construction, leasing, operations, and other activities of Developer or its agents in connection with or leading to the Development Project or the Property; except that the foregoing release and indemnification shall not apply in the case of such liability arising directly out of the willful and/or wanton negligence of City or its authorized Governing Body members, officers, employees and agents or which arises out of matters undertaken by City following termination of this Agreement as Development Project or portion thereof.

5.17 COST OF THE LEGAL FEES. Upon execution of this Agreement, Developer shall reimburse City for all legal and professional Costs, fees and expenses incurred by City with regard to the preparation of this Agreement and any and all other Ordinances, Resolutions or other documents necessary for implementation of the Rural Housing Incentive District as well as for representation and appearances of legal counsel at any hearings or proceedings required to implement the Rural Housing Incentive District or the Project. All such reimbursement paid by Developers shall be considered Developer Eligible Costs.

5.18 SURVIVAL. Notwithstanding the expiration, termination or breach of this Agreement by either Party, the agreements contained in **Section 5.16** of this Agreement shall, except as otherwise expressly set forth herein, survive such expiration, termination or breach of this Agreement by Parties hereto.

ARTICLE VI

REPRESENTATIONS OF THE PARTIES

6.1 REPRESENTATIONS OF CITY. City hereby represents and warrants that to the best of its collective knowledge and belief it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of the Agreement, and all of the foregoing have been or will be, duly and validly authorized and approved by all necessary city proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of City, enforceable in accordance with its terms.

6.2 REPRESENTATIONS OF DEVELOPER. Developer hereby represents and warrants it has full corporate power to execute and Deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings. This Agreement constitutes the legal, valid and binding obligation of Developer, enforceable in accordance with its terms.

ARTICLE VII

CITY OPTION TO PURCHASE

7.1 REPRESENTATIONS OF CITY. Beginning August 8, 2029, the City will have the right to exercise an option to purchase (the “Option”) all or any undeveloped lots within the Property at a purchase price of \$1 per lot. The

City will give notice of its election to exercise the Option in writing to the Developer, which will include a proposed closing date and title company and may include a form real estate purchase agreement consistent with the terms of this Section. The Developer will convey to the City via special warranty deed good and marketable title to all Lots subject to the Option free and clear of all liens and encumbrances. Each of the parties will be responsible for its own attorney's fees related to the exercise of the Option and all closing costs will be paid by the Developer. Each party represents to the other that no real estate broker commission will be due on the purchase contemplated hereby, but in the event one is claimed, it will become the sole obligation of the party who engaged any such broker.

7.2 RECORDING. Developer will record this Agreement, or a memorandum of the Agreement that specifically references and describes the Option, in the real estate records of Seward County, Kansas, and Developer will provide a proof of recording to the City.

IN WITNESS WHEREOF, City and Developer have caused this Agreement to be executed in their respective names and City has caused its seal to be affixed thereto, and attested as to the date first above written.

CITY OF LIBERAL, KANSAS

By: _____
Jose Lara, Mayor

Dated: _____, 2023

ATTEST: (SEAL)

Alicia Hidalgo, City Clerk

Developer

By: _____
Marvin D Chance, Jr Member

Dated: _____, 2023

SCHEDULE OF EXHIBITS OF THE DEVELOPMENT AGREEMENT

Exhibit A	Property Description
Exhibit B	Map of Rural Housing Incentive District Boundaries for the Project
Exhibit C	The CHANCE ROAD / APACHE LANE Site Development Plan
Exhibit D	Developer Eligible Costs for the CHANCE ROAD / APACHE LANE Project
Exhibit E	Certification of Substantial Completion Form
Exhibit F	Certification of Project Costs Form and Schedule 1
Exhibit G	City Infrastructure Improvements

EXHIBIT A

PROPERTY DESCRIPTION

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Block One (1)

Lots Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-three (23), Twenty-four (24), Block Two (2)

A Replat of Blocks 1 and 11 and a portion of Blocks 2, 10 and 12 Holly Ridge Fourth Addition to the City of Liberal, Seward County, Kansas.

EXHIBIT B

**MAP OF RURAL HOUSING INCENTIVE DISTRICT BOUNDARIES
FOR THE CHANCE ROAD / APACHE LANE DEVELOPMENT**

EXHIBIT C

THE CHANCE ROAD / APACHE LANE SITE DEVELOPMENT PLAN

The CHANCE ROAD / APACHE LANE development plan will consist of a total of 31 single family homes. The project will be completed in 7 intervals of 4 homes and 1 interval of 3 homes. The homes on Chance Road will have an average value/sales price of \$250,000. The homes on Apache Lane will have an average value/sales price of \$300,000.

Chance Road homes will be approximately 1,400 square feet on the main level consisting of three bedrooms and two bathrooms. The basement will be approximately 1,400 unfinished square feet with rough plumbing for one bathroom, two escape windows and mechanical area. Two car attached garage. Uncovered patio.

Apache Lane homes will be approximately 1,700 square feet on the main level consisting of three bedrooms and two bathrooms. The basement will be approximately 1,700 unfinished square feet with rough plumbing for one bathroom, two escape windows and mechanical area. Two car attached garage. Uncovered patio. All homes will have privacy fence, sprinkler system and yard.

The infrastructure will be completed for all 31 homes prior to the construction of any homes. The infrastructure will consist of streets, curbs, gutters and utility placements.

EXHIBIT D

**ESTIMATED DEVELOPER ELIGIBLE COSTS FOR
THE CHANCE ROAD / APACHE LANE PROJECT**

THE CHANCE ROAD / APACHE LANE PROJECT RHID RECOVERABLE EXPENSES	Estimated Expense
Land Acquisition	\$310,000
Site Work: Permits, driveways & sidewalks, water meters, sewer line And sewer taps, electric service, gas meters, street, curbs, gutters, fences, sprinkler systems, yards	\$1,601,576
Design/Architect	\$75,000
Development/Legal/Realtor Fees	\$915,000
Inspection fees	\$143,000
Total	\$3,044,576

EXHIBIT E

CERTIFICATION OF SUBSTANTIAL COMPLETION FORM

THE CHANCE ROAD / APACHE LANE PROJECT

The undersigned, on behalf of Chance Venture, LLC, (the Developer), pursuant to Section 3.4.3 of the Development Agreement dated as of August 8, 2023, (the Development Agreement) by and among the City of Liberal, Kansas, and the Developer, hereby certifies as follows. All capitalized terms used herein shall have the meaning attributable to such terms in the Development Agreement.

1. The Work with respect to the Developer Infrastructure Improvements in Development Project is sufficiently complete in accordance with the Construction Plans, excepting all punch list items, such that the Developer can occupy or utilize the Work for its intended purpose.
2. The Work has been completed in a good and workmanlike manner.
3. There are no mechanic's or materialmen's liens or other statutory liens on file encumbering title to the Property; all bills for labor and materials furnished for the Work which could form the basis of a mechanic's, materialmen's or other statutory lien against the Property have been paid in full, and within the past four months no such labor or materials have been furnished which have not been paid for.
4. All applicable building codes have been complied with in connection with the Work.

Dated: _____

By: _____

Name:

Title:

EXHIBIT F

CERTIFICATION OF PROJECT COSTS FORM

CHANCE ROAD / APACHE LANE RHID

To: City Manager, City Engineer, City Grant Director
Liberal, Kansas

Re: CHANCE ROAD/APACHE LANE Development Agreement

Terms used in this Certificate and not otherwise defined here shall have the meanings given them in the Chance Road/Apache Lane Development Agreement dated August 8, 2023 ("Agreement") between the City of Liberal, Kansas and Chance Venture, LLC.

In connection with the Agreement, the undersigned Developer Representative hereby certifies as follows:

1. Each item listed in Schedule 1 hereto is a Project Cost and was incurred in connection with the Project.
2. These Project Costs have been paid by the Developer and are reimbursable under the Agreement.
3. Itemized invoices, receipts or other evidence of such Project Costs are enclosed.
4. Each item listed in Schedule 1 has not previously been paid or reimbursed from money derived from any other City grant funds, and no part thereof has been included in any other certificate previously filed with the City.
5. There has not been filed or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All necessary permits and approvals required for the work for which this certificate relates were issued and were in full force and effect at the time such work was being performed.
7. All work for which payment or reimbursement is requested has been performed in good and workmanlike manner and in accordance with the Agreement and the approved plans for the work.
8. The Developer is not in default or breach of any term or condition of the Agreement or the Development and Funding Agreement, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.
9. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this ____ day of _____, 20____.

By: _____
Name (Printed) _____
Title: _____

Approved for payment this _____ day of _____, 20____.

By: _____
Karen LaFreniere
Grant Director

EXHIBIT G

CITY INFRASTRUCTURE IMPROVEMENTS

Drainage paid to French Construction	\$235,160.00
Inspections to Earles Engineering	\$143,000.00
Land to Chance Ventures	\$100,000.00
Sewer Line Alterations Change Order (3-28-2023 meeting)	\$198,343.00
Street (Bid)	\$1,065,515.00
Total	\$1,742,018.00



**CITY OF LIBERAL
CITY COMMISSION MEETING
August 8, 2023
AGENDA ITEM # 8.**

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

Date: August 8, 2023

From:

RE: Resolution 2403 Special Event

Recommendation:

RESOLUTION NO. 2403

A RESOLUTION APPROVING A SPECIAL EVENT KNOWN AS FOOD TRUCK SATURDAYS, SPONSORED BY THE SEWARD COUNTY DEVELOPMENT CORPORATION.

WHEREAS, the City of Liberal, Kansas (the “City”) is approving a Special Event sponsored by the Seward County Development Corporation (“SCDC”)

WHEREAS, the City of Liberal, Kansas, has allowed SCDC to hold the Special Event, Food Truck Saturdays; and

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

Section 1. Pursuant to state law, alcoholic liquor may be consumed at a special event to be held on designated public streets, alleys, sidewalks, and parking lots when a temporary permit has been issued by the Kansas Division of Alcoholic Beverage Control (“ABC”) and the Governing Body has approved the event as required by K.S.A. 41-719 and amendments thereto.

Section 2. Having considered the request to allow the possession and consumption of alcoholic liquor, the Governing Body hereby approves the event to be held beginning at 12:00 p.m. until 9:00 p.m. on Saturday, August 19, 2023, providing Levi Williams secures a temporary permit from ABC and complies with all state laws and ordinances regulating alcoholic liquor.

Section 3. A portion or all of the parking lot shall be closed to motor vehicle traffic during the date and time identified in Section 2:

- *A portion of the Northeast Quarter (NE/4) of Section Thirty-two (32), Township Thirty-four (34), Range Thirty-three (33), described by metes and bounds as follows, to-wit:*

Commencing at the Northeast corner of said Northeast Quarter, thence West 560 feet, thence South 379 feet, thence East 560 feet to the East Line of said Quarter, thence North along said East Line 379 feet to the place of beginning.

Less a tract:

Commencing at the Northeast corner of said Northeast Quarter of Section 32: Thence S 00°08'00" E along the East Line of said Northeast Quarter a distance of 60.01 feet; Thence N 89°52'00" W a distance of 78.44 feet to the intersection of the Westerly Right-of-Way Line of U. S. Highway No. 83, also known as Kansas Avenue and the South Right-of-Way Line of Fifteenth Street said point also being the point of beginning of the tract to be described: Thence S 00°06'26" E along said Westerly Right-of-Way Line a distance of 261.12 feet; Thence S 02°47'25" E continuing along said Westerly Right-of-way Line a distance of 53.95 feet; Thence S 89°52'34" W a distance of 234.00 feet; Thence N 00°06'26" W a distance of 157.05 feet: Thence S 89°53'34" W a distance of 83.48 feet; Thence N 00°07'26" W a distance of 186.90 feet to a point on said South Right-of-way Line of Fifteenth Street; Thence S 78°49'26" E along said South Right-of-way Line a distance of 148.12 feet; Thence N 89°51'28" E along said South Right-of-Way Line a distance of 169.76 feet to the Point of Beginning, containing 88,598 SF, 2.03 acres, more or less and subject to covenants, conditions, easements, reservations and restrictions now of record.

Pursuant to K.S.A. 41-719, the sponsor shall ensure that the area in which alcoholic liquor is possessed or consumed is clearly marked by signs, a posted map, or other means and will be an enclosed area (“Designated Barricaded Area”).

Section 4. Event attendees may purchase, possess, and consume alcoholic beverages within the Designated Barricaded Area. Pursuant to K.S.A. 41-719, no alcoholic liquor may be removed from the Designated Barricaded Area or consumed inside vehicles or the park.

Section 5. This Resolution shall take effect and be in force after its approval by the Governing Body.

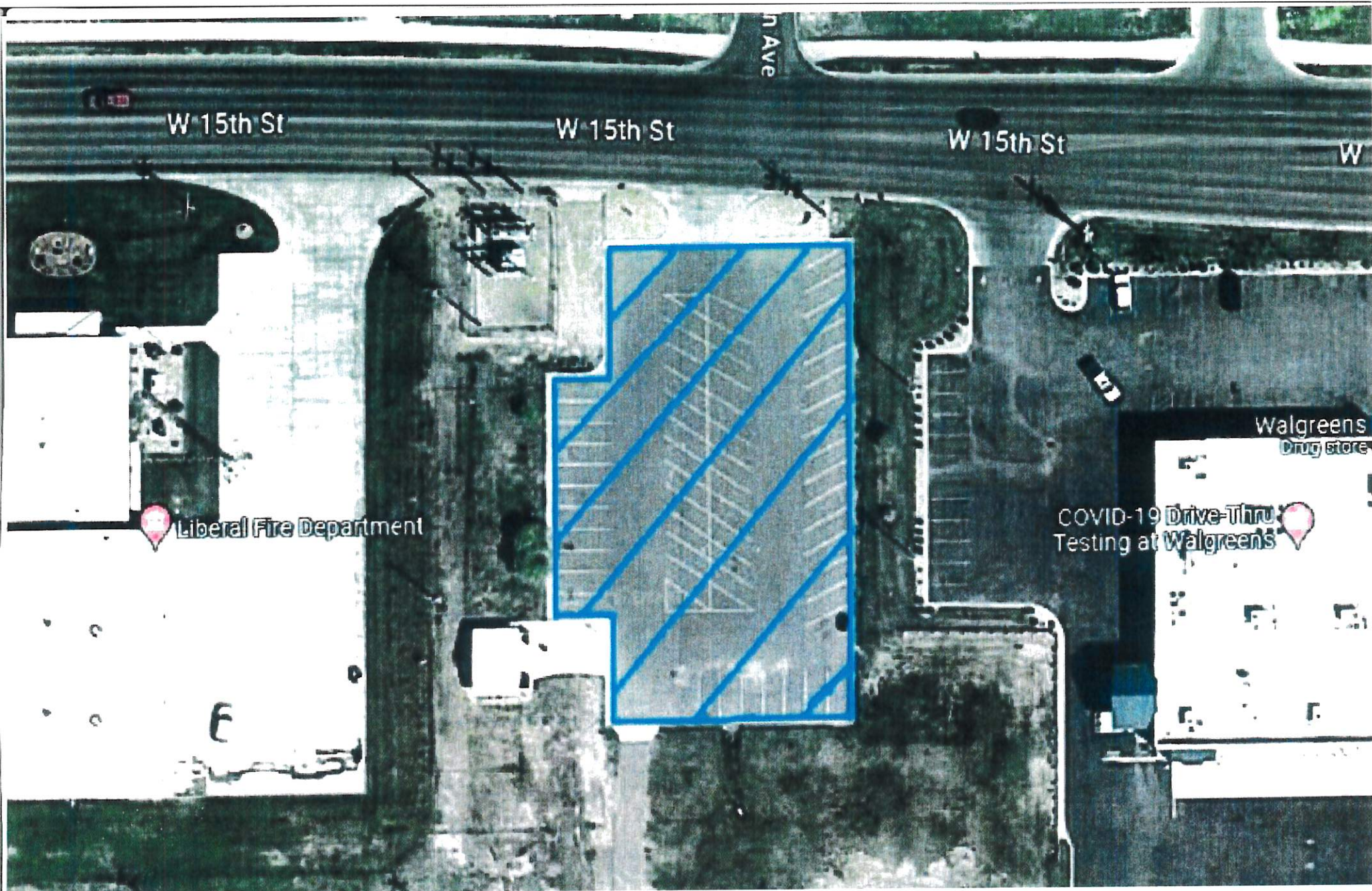
ADOPTED AND APPROVED by the Governing Body of the City of Liberal, Kansas, this 8th day of August 2023.

Jose Lara, Mayor

(SEAL)

ATTEST:

Darla Harper, Deputy City Clerk





**CITY OF LIBERAL
CITY COMMISSION MEETING
August 8, 2023
AGENDA ITEM # 9.**

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

Date: August 8, 2023

From:

RE: Mower purchase

Staff is requesting to replace a 2004 and 2007 Jacobsen Turfcut mowers with over 3200 hours on them. Other vendors declined to bid on the mower.

Recommendation:

Recommend approval of two 2023 Hustler 72" rear discharge mower not to exceed \$28,000 from Keating Tractor from the equipment reserve fund.



Selling Equipment

Quote Id: 29124364

Customer: CITY OF LIBERAL PARKS DEPARTMENT

2023 HUSTLER Kawasaki FX1000 (35hp) 72" Rear Discharge (942912)

Hours: 0

Suggested List

Stock Number:

\$ 18,564.00

Selling Price

\$ 13,500.00

Code	Description	Qty	Unit	Extended
1	Kawasaki FX1000 (35hp) 72" Rear Discharge	1	\$ 18,264.00	\$ 18,264.00

Dealer Attachments

1 \$ 0.00 \$ 0.00

Dealer Attachments Total

\$ 0.00

Other Charges

Setup 1 \$ 300.00 \$ 300.00

Other Charges Total

\$ 300.00

Suggested Price

\$ 18,564.00

Customer Discounts

Customer Discounts Total

\$ -5,064.00 \$ -5,064.00

Total Selling Price

\$ 13,500.00



Quote Summary

Prepared For:

CITY OF LIBERAL PARKS DEPARTMENT
724 ARMORY RD
LIBERAL, KS 67901

Prepared By:

Zach Flowers
Keating Tractor & Equipment
7422 Road 3
Liberal, KS 67901
Phone: 800-528-9568
zachflowers@keatingtractor.com

Quote Id: 29124364
Created On: 27 June 2023
Last Modified On: 12 July 2023
Expiration Date: 31 August 2023

Equipment Summary	Suggested List	Selling Price	Qty	Extended
2023 HUSTLER Kawasaki FX1000 (35hp) 72" Rear Discharge (942912)	\$ 18,564.00	\$ 13,500.00 X	1 =	\$ 13,500.00
Equipment Total				\$ 13,500.00

Quote Summary

Equipment Total	\$ 13,500.00
SubTotal	\$ 13,500.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 13,500.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 13,500.00

Salesperson : X _____

Accepted By : X _____



**CITY OF LIBERAL
CITY COMMISSION MEETING
August 8, 2023
AGENDA ITEM # 10.**

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

Date: August 8, 2023

From: Matt Quint, Recreation Director

RE: Wellness Center

Recommendation:

The Recreation Department is looking to add a Wellness Center at the Recreation Center. Routine exercise helps you to change your overall health and wellness lifestyle, promoting a more healthy body. This would be for all City of Liberal full-time and part-time employees to utilize. Staff Recommends purchasing fitness equipment from Advanced Exercise for the Wellness Center for an amount not to exceed \$115,000.

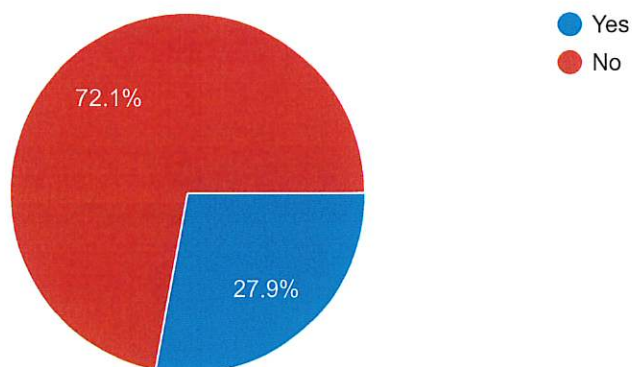
Wellness Center

68 responses

Do you currently use the City of Liberal's fitness program?

 Copy

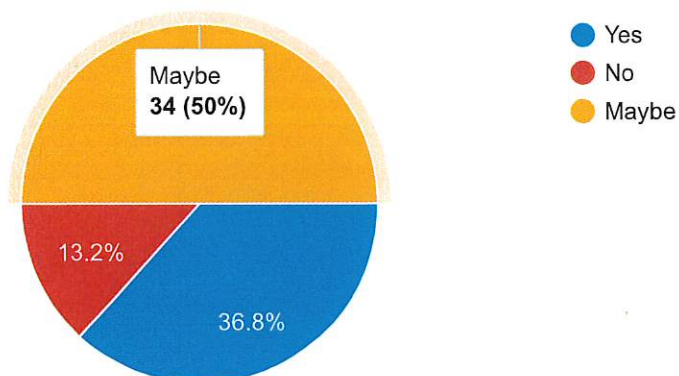
68 responses



If the City had it's own wellness center would you use it?

 Copy

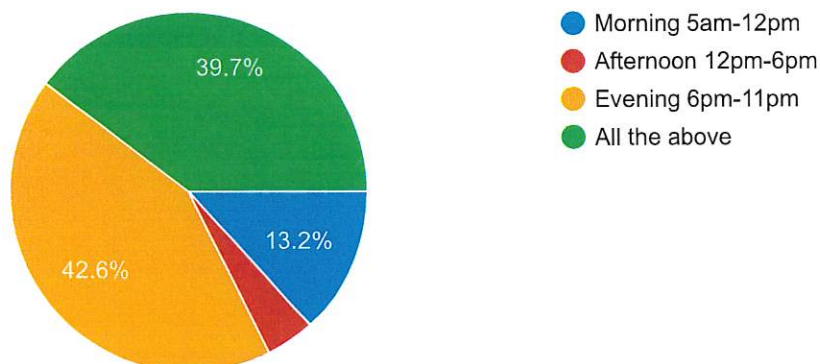
68 responses



What time best fits your workout schedule

 Copy

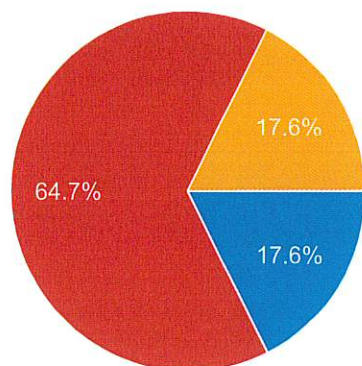
68 responses





Would you prefer

68 responses



- Employee only
- Employee and family members
- Community



Comments

68 responses

N/A

none

No comments

None

-

No Comment

This would be a great addition to the city and community

Would like a YMCA style facility

I would totally go to a City of Liberal workout facility with a family member. I feel it gives you more confidence to go and workout, instead of having all these people you do not come in contact on a regular basis.

This would be a great addition to the Rec Center !

How about Community Use during Rec Center hours and Employee/Family Member Use 24/7?

Would there be an option, in future, for 24 hr access as there is with some of the local gyms?

If it was open to the whole community I would just use my current gym i'm going now. I feel opening to the community would attract a lot of really young kids. Also would require more maintenance to the gym

If it was for family I think my wife would use it also

I really appreciate the city providing its employees with wellness options.

I think 24hr access would be great.

Community is a good idea, but adds competition to businesses in area is my concern

I think that having an employee wellness center is great. I am not sure if I would use it, since I do prefer the gym I have attended for some time. I like the City's requirement to attend eight



times per month, because it keeps me on track. I think overall health and wellness increases work productivity, because fit people typically have better attendance and less sickness. I will most likely continue my membership and pay if we are expected to use the Rec Center, only because my current gym is only two minutes from my house.

I am all for it if the City had its own gym.

While I think this is a good idea I would never use it.

I would definitely go to the wellness center if it was employee and family members only. I would definitely feel more comfortable about working out, without having people I don't know watching me. I think its about being comfortable working out in front of people you see on a daily basis, instead of random people.

The LPD would benefit with having their own gym, especially in the department, due to the call load and lunch breaks coming at odd times, if at all.

My answer would vary based upon whether the wellness center had all of the amenities of other fitness centers and the hours that it was staffed/available for use.

Thank you

I do use this benefit however not daily, weekly and sometimes not monthly, I would love to be able to utilize a pool 24/7 but I do en

Cold water soak tank, sauna, lockers

3

Community Use during Rec Center hours and Employees and their Family Use 24/7.

I currently use the golf course part of the fitness program. The question about preferences of employee, employee +family, and community i did not want to answer due to me not believing in the city competing with local gyms. If there is a gym in the rec center, it would be better utilized in promoting healthier activities for the kids that use the rec center. The community contributed the money to this venture; they should be able to use it if a full gym is put in I guess.

It would depend on the type of equipment and how busy it got, but I would more than likely stay with my current gym.

We should not be in competition with local business. This survey is not going to fully get an accurate survey.

For employees only



Thank you for asking!

It will be nice if we had and employee and family members only. Just due to it being more accessible and comfortable for me.

I love my gym I would not stop attending

I use the golf membership only. I workout on my own, not at any fitness center. I do not beleive the City should create a full service fitness center that would compete with the private gyms / centers.

No comment

I prefer the way it has been set I like the layout of rapid fit and the machines

I think if the city does this it needs to be available 24 hours

a wellness center for city employees would be very beneficial.

Needs to be available 24 hours for PD and FD. Needs to have more than just a few machines. Bench squat and a few racks doesn't replace gyms with classes and support.

NA

*

don't have time to use it

I appreciate the option

MY BEST TIME TO GO IS DURING THE MY LUNCH HOUR, I HAVE NOT BEEN ABLE TO GO SINCE I SIGNED MY FORM DUE TO MEDICAL APPOINTMENTS ONE AFTER THE OTHER BUT I INTEND TO GO VERY SOON AFTER I GET BACK FROM MY VACATION

I also prefer ex-employees to attend because I will be retiring soon

If the Rec Wellness Center had all the same equipment as my gym I would consider it however my gym has 24 hour access and that is extremely helpful for me since I have two jobs so if the Rec provided all of that I would consider using the facility

n/a



an overnight employee only with basketball court would be of interest.

I like the gym i go to just wish the city would cover the family

Nothing additional

A wellness center would be a great alternative to some of the gyms.

I would prefer that family could also use the facility as a benefit for our employees.

I don't want to use a different gym and I think having all city employees go to only one specific gym ran by the city is a bad idea.

Would not use unless my daughter could use with me

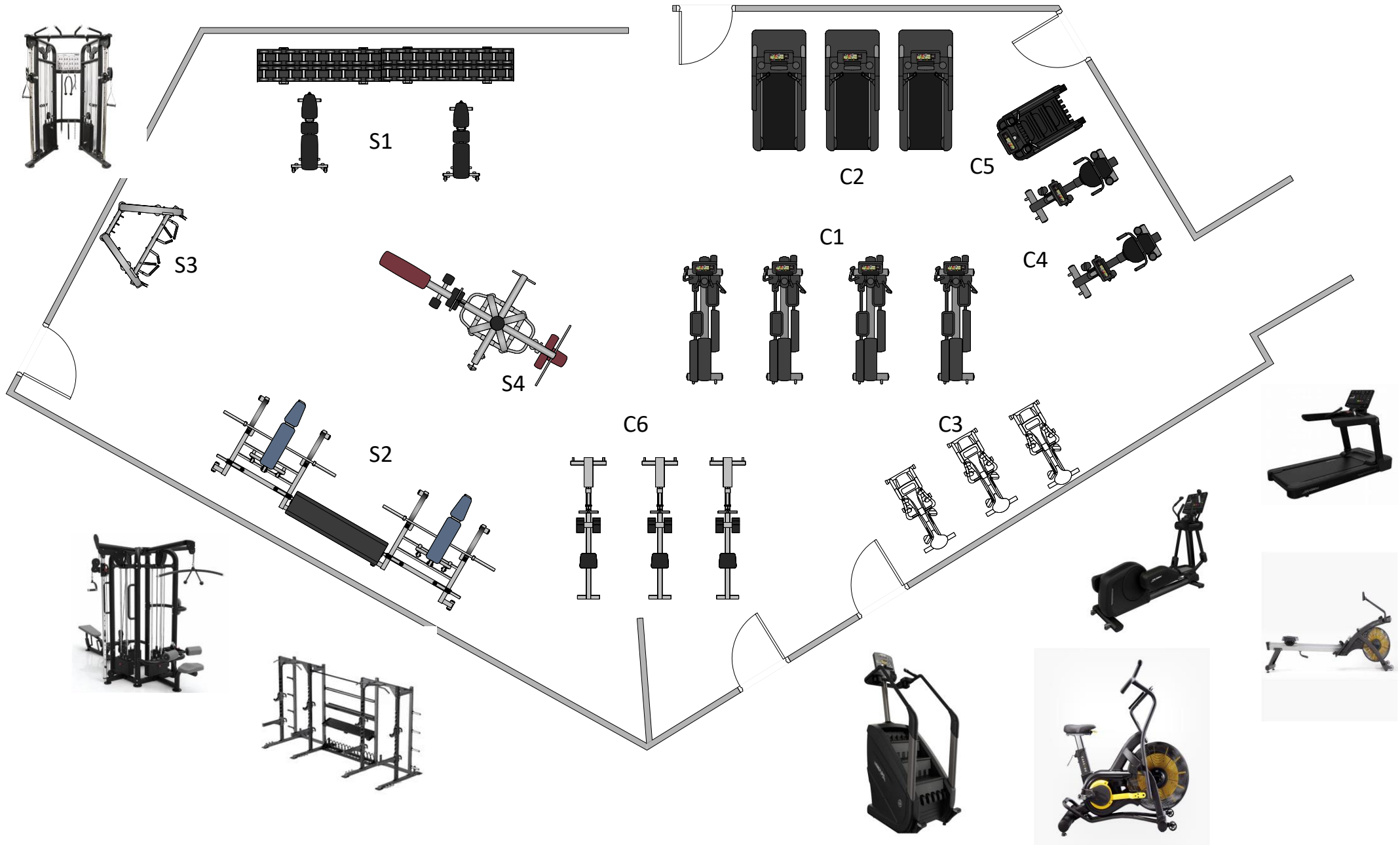
Nice Idea

This content is neither created nor endorsed by Google. [Report Abuse](#) - [Terms of Service](#) - [Privacy Policy](#)

Google Forms







Liberal Recreation

SCALE: 9/64" = 1' 0"
*Measurements are approximate. Dimensions to be verified in field. This drawing is not to be used for construction.

Liberal Recreation

Fitness Center

Jeff Paxton

Consultant

jpaxton@advancedexercise.com

913.980.1233

11/10/2022

V1.0

CARDIO EQUIPMENT	C1	Ellipticals
	C2	Treadmills
	C3	Upright Bikes
	C4	Recumbent Bike
	C5	Powermill
	C6	Rower
	C7	
	C8	
	C9	
	C10	
	C11	
	C12	
	C13	
STRENGTH EQUIPMENT	S1	DBs/Adj Bench
	S2	Half Racks/Adj Benches
	S3	Functional Trainer
	S4	MJ 4 Stack
	S5	
	S6	
	S7	
	S8	
	S9	
	S10	
	S11	
	S12	
	S13	
	S14	
	S15	
	S16	
	S17	
	S18	
	S19	
	S20	
	S21	
	S22	
	S23	
	S24	
	S25	
ACCESSORIES	A1	
	A2	
	A3	
	A4	
	A5	
	A6	
	A7	
	A8	



Fitness Solutions

Prepared For
**Liberal Parks and
Recreation**

By
Jeff Paxton
March 03, 2023



advanced exercise

advancedexercise.com | 861 SouthPark Drive #100, Littleton, CO 80120 | 800.520.1112

CONSULTANT

Jeff Paxton
jpaxton@advancedexercise.com
Phone: 913.980.1233
Fax: 720.407.4023

Date: March 03, 2023
Quote Expires: 15 day(s)
Proposal # 067275-R2

BILL TO
Liberal Parks and Recreation

SHIP TO
Liberal Parks and Recreation



CARDIO EQUIPMENT

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
402013	Cascade Health and Fitness	Air Bike Unlimited Mag 	• Air & Magnetic Resistance • Provides Lower & Higher Levels vs Air Only • Heavy Duty Steel Frame Design • Multi Grip Handlebar Design • Console with Interval Workouts, Watts, Time, Speed, Distance, Calories and Heart Rate • Micro-Fit Seat Adjustment • Sealed Bearing at Pivot Points • 48.4 in. L X 26.5 in. W X 56 in. H • Max User Weight 350lbs. • Machine Weight 169lbs.	1,946.25	3	\$5,838.75
601001	Cascade Health and Fitness	Air Rower Mag 		1,796.25	3	\$5,388.75



advanced exercise

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
INPM-SLXXX	Life Fitness	PowerMill with SL Console 	• Large LED Display with 6 window viewing • Wireless connectivity for Apple GymKit, Bluetooth audio, Ant+, NFC & Polar • Halo Asset management compatible • USB Charging Port • Integrated device holder/ reading rack • Quick Speed and Incline Keys • 17 workouts • Sure Step System AC Motor • 25 Different Speeds • Step Space 205 sq. inches • Anti Toe-Pinch Design • 9' Ceiling Height will accommodate 95% of Users • Max User Weight 400lbs • 55.92"L x 32.81"W x 82.3"H • Unit Weight 473lbs • 115 Volt 15 AMP Receptacle	8,490.00	1	\$8,490.00
ASPT-SL-ALLXN-12	Life Fitness	Aspire Treadmill with SL Console (Arctic Silver or Smooth Charcoal) 	• 4hp (8hp Peak) AC Motor • .5-12mph • 15% Incline • DX3 Deck & Belt System • SL LED Console • Bluetooth Connectivity • WiFi, ANT+ & NFC Compatible • Connects to Apple Watch • Requires Dedicated 120V 20AMP Receptacle • Dimensions: 83.5" L x 36" W x 58" H • Machine Weight: 425lbs	6,391.50	4	\$25,566.00
ASPX-SL-ALLXN-12	Life Fitness	Aspire Elliptical Cross-Trainer with SL Console (Arctic Silver or Smooth Charcoal) 	• Oversized 15" Pedals • 18" Stride Length • 25 Levels of Resistance • SL LED Console • Bluetooth Connectivity • WiFi, ANT+ & NFC Compatible • Connects to Apple Watch • Self Powered • Dimensions: 85.5" L x 29.5" W x 64" H • Machine Weight: 298lbs	4,674.00	4	\$18,696.00



advanced exercise

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
ASPR-SL-ALLXN-12	Life Fitness	Aspire Recumbent Lifecycle Bike with SL Console (Arctic Silver or Smooth Charcoal) 	• Seat Back with Lumbar Support • 41 Seat Adjustments Settings • Belt Drive System • 25 Levels of Resistance • SL LED Console • Bluetooth Connectivity • WiFi, ANT+ & NFC Compatible • Connects to Apple Watch • Self Powered Generator Braking System • Dimensions: 67" L x 26" W x 51.5" H • Machine Weight: 211lbs	3,394.50	2	\$6,789.00



STRENGTH EQUIPMENT

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
824FID-B	TKO	Commercial FID Dumbbell Bench 	• Incline adjustment 0 to 80 degrees • Decline adjustment –10 degrees • Seat incline 10 to 90 degrees angle • Wider profile for increased stability • New easy handle design and transport wheels • Rubber feet to protect floors • Size: 54" H x 24" W x 53" L	455.00	4	\$1,820.00
921HR-ANX	TKO	Annex Half Rack 		4,704.00	1	\$4,704.00
9050	TKO	Functional Trainer 	• Multi-grip chin up handles • 3" Oval steel frame tubing • Dual roller mechanism pulley housing adjustment • 22 Adjustment positions per column • Two 210 Lb. weight stacks • 1:2 Resistance level on weight stack • Rear weight stack shrouds • 6 Accessory hooks for conven	3,535.00	1	\$3,535.00



advanced exercise

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
7031	TKO	4-Stack Jungle		7,084.00	1	\$7,084.00



FREE WEIGHTS

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
S891-SXR-E20	TKO	TKO bundle - 5-100lb rubber hex straight handle dumbbells w/ 3 tier shelf rack		4,984.00	1	\$4,984.00

813OB-86MB	TKO	Middle Weight Power Bar		273.00	2	\$546.00
------------	-----	-------------------------	--	--------	---	----------



802CBP-BK-25	TKO	Black 25lb Competition Bumper Plate		93.80	4	\$375.20
--------------	-----	-------------------------------------	--	-------	---	----------



802CBP-BK-35	TKO	Black 35lb Competition Bumper Plate		124.60	4	\$498.40
--------------	-----	-------------------------------------	--	--------	---	----------





advanced exercise

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
802CCBP-BL-45	TKO	Blue 45lb Competition Bumper Plate		165.20	8	\$1,321.60
						
803OR-5	TKO	Olympic 5lb. Rubber Dual Grip Plate		9.10	4	\$36.40
						
803OR-10	TKO	Olympic 10lb. Rubber Dual Grip Plate		18.20	8	\$145.60
						



TRAINING TOOLS

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
400-150-131	Prism Fitness	Self Guided Commercial Package - Deluxe	• Deluxe Storage Tower • (2) 16mm Exercise Mats • (2) Foam Rollers • (1) 4lb and 10lb Medicine Balls • (2) 6lb & 8lb Medicine Balls • (1 Each) 55cm, 65cm & 75cm Stability Balls • (1 Each) 30lb, 50lb, 70lb & 90lb Fitness Cables • (5 Pairs) Smart Quick Flip Single Pocket Handles • Mat Rack (Holds up to 4 Mats)	1,386.75	1	\$1,386.75
						



Proposal # **067275-R2**

advanced exercise

Subtotal: **\$97,205.45**

Freight, Delivery and Install: **9,300.00**

Taxes As Applicable
Total: \$106,505.45



advanced exercise

Terms & Conditions

Terms: All new customers are required to pay 50% down and balance due prior to install. Residential customers, personal trainers, and orders for resale, require 100% payment before the order can be placed. All other terms and credit lines are subject to credit approval. Invoice will be due and payable, based on the original requested installation date, unless Advanced Exercise is notified in writing 60 days prior to the requested installation date with a change of the installation date. We accept checks, money orders, ACH and credit cards (under \$2000). A late payment fee will be assessed at a rate of 1.5% (18% annual) per month on any unpaid balance remaining 30 days after the due date. Special Orders: A 100% prepayment is required for all customized products including but not limited to custom colors, sports flooring and products with logos such as plates, dumbbells and platforms.

Return Policy: Any returns require approval in writing by Advanced Exercise Project Management. A minimum 25% restocking fee, plus freight, will be incurred for all non-custom products returned. Customized products are nonreturnable. All products with color choices are defined as custom products.

Bolt Down Requirements: Life Fitness recommends that all strength training equipment be secured to the floor in order to prevent tipping, rocking or displacement which might occur in the event of unanticipated use of the equipment. Life Fitness requires that certain strength training equipment (specifically the Synrgy 360 90, T, XS, XM, HD Elite Half Rack/Short Base, Athletic Series Rigs, Athletic Series Racks with Wing option, Cybex PWR Play, Synrgy Outdoor BlueSky and other products to be used for body weight strap training) be secured to the floor. In the case of Synrgy 360S, T, XS, XM and the Elite HD Half Rack Short Base, the customer acknowledges:

- Customer has determined the proper placement of the equipment to be secured. **Customer Initial** _____
- Customer has identified and informed Advanced Exercise of the location of any utility, service lines, including but not limited to post tension cables. It is the customer's responsibility to identify the locations of any cables or lines prior to installation.

Customer Initial _____

- Customer has confirmed that the subfloor consists of no less than 4.75 inches of concrete. (Synrgy Outdoor BlueSky requires a minimum 4.5 inches of concrete **Customer Initial** _____)
- Customer has obtained any and all consents to the drilling of holes in the flooring and subflooring. **Customer Initial** _____

If your order includes any of the equipment requiring bolting to the floor, initials are required above and an additional signed waiver will be required to place the order. Additional products may require bolting to the floor, wall or ceiling. Bolting is not included on these products unless otherwise noted on the quotation. Customer is responsible for bolting these products to meet the manufacturer's requirements. This includes TRX, Core Energy, Boxing mounts and other products that require bolting to the facility structure.

Wall & Ceiling Attached Items: The installation of any items such as TRX Multi Mounts., X Mounts, Wall Mat Racks, etc. that require bolting to walls or ceilings are not included in the proposal unless otherwise noted.

Flooring Installation: Refer to the product specifications to ensure that the sub floor meets the material installation requirements. Freight offloading, inside delivery, adhesive, moisture tests, moisture reducers, base boards, sub floor prep, sub floor cleaning, transition strips and existing floor removal and disposal are not included unless otherwise noted on the quotation.

Storage: We reserve the right to assess storage fees not to exceed 1.5% per month, or fraction thereof and request payment in full on the related customer's invoice, when a customer's original requested delivery date is delayed by circumstances beyond our control.

Taxes: We collect sales or use taxes only in jurisdictions where we are licensed to do so. Customer agrees to accept sole liability and responsibility to pay for any and all uncollected sales or use tax liabilities, related penalties and interest that arise as a result of the purchase of products and/or services from our company.

Security: Until all products are paid in full, customer hereby grants to, and Advanced Exercise shall retain, a security interest in and lien on all products sold to the customer.

I accept the terms and conditions of this quote.

Signature: _____

Name: _____

Date: _____ **Customer Requested Install Date:** _____



**CITY OF LIBERAL
CITY COMMISSION MEETING
August 8, 2023
AGENDA ITEM # 11.**

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

Date: August 8, 2023

From: Matt Quint, Recreation Director

RE: Building Contracts

Recommendation:

Staff Recommends making changes to the Building Contract Agreement



Building Rental Contract
Liberal Recreation Department
950 S. Grant Ave.
Liberal, Kansas 67901

In consideration of the mutual promises of parties hereto, City of Liberal, hereinafter referred to as OWNERS, and _____ hereinafter referred to as the RENTER, hereby agree to enter into an agreement for the use of the premises known as the Liberal Recreation Department, in the City of Liberal, Kansas.

1. The Renter to use the premises shall be for the date and time of:
Date: _____
Time: _____
2. Renter must clean and vacate the premises on the agreed date and time of this contract or the CASH security deposit will be retained by the OWNERS.
3. The use of the Mary Frame, Blue Bonnet, Mahuron, and Girl's Scout Building shall be limited to the hours of 10:00am to 11:00pm.
4. City of Liberal may terminate any rental when it is necessary for the safety and enjoyment of the public, for the protection of resources, or for violation of any rules and regulations of City of Liberal, or deemed necessary in the public interest. No liability will be incurred by the City, its agents or employees, by reason of such termination, and no rebates, refunds, fees, rents or deposits will be made solely because of such termination.
5. Renter acknowledges that the building of choice shall be maintained as a **SMOKE FREE and ALCOHOL FREE FACILITY.**
6. Renter acknowledges the premises are rented with the structure, furnishings, fixtures and equipment in good condition and agrees to leave said structure, furnishings, fixtures, and equipment in as good a condition as when received, reasonable wear and tear accepted. Renter, by this Agreement, accepts all items in said condition and will be responsible for all breakage, loss and other damage.
7. All cancelations within 7 days or less forfeit full Rental fees. If cancelled prior to 7 days before the scheduled event, the Renter will have 6 months to reschedule their event with the Liberal Recreation Department.
8. City of Liberal reserves the right of FINAL ADMINISTRATIVE decisions regarding approval or denial of all building rentals.
9. Renter agrees to leave the facility in the same or better condition as when they entered. Failure to abide by this rule will result in forfeiture of deposit. *If property is still in the facility, it will be seized and there will be a \$75.00 fee issued for the return of the property. ALL FOOD WILL BE THROWN OUT!*
10. There is a deposit DUE at the time of key check-out. **Deposit is CASH ONLY! (Deposit waived for government entities.)**
11. Rental requests will not be accepted more than 6 months in advance.
12. The use of certain tapes, nails, screws, etc. on tables, walls, floors, or other equipment is not permitted. **NO BOUNCY HOUSES PERMITTED IN BUILDING!** (Only blue painters tape is allowed on the walls.)
13. Users are responsible for the setup and take down of tables and chairs.
14. Renter will be responsible for ensuring the occupancy limit is not exceeded. Mary Frame: 80 Mahuron: 200 Girls Scout: 200 Bluebonnet: 120
15. The loss of a rental building key will warrant the Liberal Recreation Department the right to charge the **full deposit** amount. All keys must be returned the following business day or the entire deposit will be forfeited.

City Codes(Pertaining to City Facilities)

- 12-304 COMMERCIAL USE. No individual, group or organization shall be using the city parks and recreational facilities for the purpose of solicitation or commercial venture without the permission of the City and only then after obtaining any other requisite license of permit as may be designated by the governing body. Any approved or permitted solicitation or commercial activity shall conform to all other related requirements concerning the activity that are in force during the time such as activity takes place
- 12-305 CONSUMPTION OF CEREAL MALT BEVERAGES. Paraphrased, the consumption of alcoholic liquor is prohibited at all public parks (except those designated in 12-305), community buildings and recreation facilities
- 12-309 ANIMALS PROHIBITED. Animals, which include household pets, are prohibited in or around sports complexes or sporting events, such as youth/adult sports or any event in which a crowd has formed to watch the event

Rental Rates (10:00am-11:00pm)

<u>Building</u>	<u>Rent Fee</u>	<u>Deposit</u>
Mary Frame	\$200	\$400
Mahuron	\$400	\$400
Girl Scout	\$400	\$400
Blue Bonnet	\$400	\$400

Payment Log

(For Office Use Only)

Rental	\$
Prior Day Hold	\$
Deposit	\$
Amount Paid	\$
Balance	\$

Rental Information

Date of Function		
Time of Function	From:	Until:
Type of Function		

Renter Information

Name of Building	
Name of Renter	
Address	
City, State, Zip	
Phone Number(s)	☐

DISCLAIMER: THE CITY OF LIBERAL WILL NOT ACCEPT LIABILITY FOR ANY INJURIES, ACCIDENTS, OR STOLEN ARTICLES OCCURING IN THE CENTER OR ON THE GROUNDS DURING THE OCCUPANCY BY ANY GROUP OR PERSON GRANTED PERMISSION THE USE OF SUCH FACILITIES. PERSONS OR GROUPS RENTING ACCEPT RESPONSIBILITY FOR ANY DAMAGES TO GROUNDS, BUILDINGS, OR EQUIPMENT. MISSING ARTICLES WILL BE BILLED ACCORDINGLY. ALL FURNISHINGS AND EQUIPMENT MUST BE REMAINING IN BUILDING. IN MAKING THIS APPLICATION, I CERTIFY THAT I HAVE READ AND WILL COMPLY WITH POLICIES AS SET FORTH BY THE CITY OF LIBERAL BALANCES DUE BEOFRE FUNCTION.

Signature of Renter/Responsible Party

Date

Signature of Staff Member

Date

Cleaning Check List for City of Liberal Building Rentals

Table and Chairs

- _____ Wipe off all tables, fold, and return to closet.
- _____ Fold chairs, return to rack and place in closet

Walls and Ceiling

- _____ Remove all decorations

Floors-including Main Room, Entry, Kitchen and Bathrooms

Please bring your own cleaning supplies. A broom, mop, mop bucket, and trash bags will be supplied.

- _____ Sweep floors with push broom
- _____ Mop floors with mop and bucket
- _____ Clean up black skid marks
- _____ Wring out mop and hang in closet
- _____ Empty bucket
- _____ Return cleaning supplies to the closet

Bathrooms

- _____ Flush toilets and urinals and ensure they are in the same condition as found
- _____ Wipe off sinks and faucets
- _____ Empty trashcans
- _____ Clean mirrors

Front Entrance

- _____ Remove all signage and decoration

Kitchen

- _____ Wipe down counter tops and stove
- _____ Clean up any spills in the oven, or on the walls and cabinets
- _____ Clean out sink
- _____ Clear all items from the refrigerator
- _____ Wipe up all spills from refrigerator
- _____ Empty trashcans
- _____ Turn off stove and oven
- _____ Clean-out and wipe out microwave oven

Parking Lot

- _____ Pick up trash and place in dumpster
- _____ Same conditions as found

Trash

- _____ Empty all trashcans into dumpster located in parking lot
- _____ Close lid on dumpster
- _____ Return trashcans to original location

Lights and Locks

- _____ Turn off all lights
- _____ Make sure EVERY DOOR is locked

Other

- _____ Remove all decorations and equipment brought in for function BEFORE expiration of your rental term.
ANYTHING LEFT BEHIND BECOMES CITY OF LIBERAL PROPERTY
- _____ Set up and clean up must be done in the rental time frame
- _____ Please keep temperature at 80F° in Summer/Spring and 65F°(Heating) in the Winter/Fall before leaving the building



**CITY OF LIBERAL
CITY COMMISSION MEETING
August 8, 2023
AGENDA ITEM # 12.**

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

Date: August 8, 2023

From: Karen LaFreniere, Grants Director

RE: Facade Improvement Grants

The Facade Improvement Grant Program is being changed to provide up to \$10,000 per approved project. Improvements to the facade, parking lot, sidewalks or other exterior improvements may qualify for matching funds.

Recommendation:

Staff recommends approval of the Facade Improvement Grants for businesses as presented.



GUIDELINES FOR FAÇADE IMPROVEMENT GRANTS - CITY OF LIBERAL

1. The City of Liberal offers development assistance in the form of 50/50 matching grant money for commercial businesses and property owners located within the City of Liberal, Kansas. Residential, municipal, state, federal, not for profits and church properties are not eligible. Mixed-use buildings are eligible if the first floor is commercial in nature.
2. A maximum grant for a qualifying project is ten thousand dollars (\$10,000) and must be matched dollar for dollar by the building owner or business. Financial assistance is provided for permanent building and site improvements only. Examples of permanent improvement include: Life safety and accessibility improvements required by code, parking lot, sidewalks, façade rehabilitation, and repair/replacement of windows or doors.
3. City grants will be for outside façade improvements, parking lot improvements or sidewalk replacement on the exterior of the business. The business or building owner must match the City's grant with building improvements outside of the building.
4. Grants will be made on a "first come first served" basis and there are limited funds available each year.
5. Grants will be paid on a REIMBURSEMENT BASIS ONLY.
6. The project MUST be completed within 12 months of being approved to be reimbursed.
7. An application for grant assistance must be approved by the Grant Director PRIOR to any work being started.
8. Proceeds of the façade grants shall not be used to: pay off or refinance existing debt, pay salaries or applicant's officers or employees, pay for the purchase or down payment for real estate, or pay income, real estate or other taxes or assessments.
9. The property will meet all applicable building, life safety, and zoning and maintenance codes upon project completion. The applicant must obtain required building permits and/or historic reviews prior to beginning any improvements.
10. At the time of application, there shall be no taxes, fees or other debts owed to the City by the applicant and/or building owner.
11. Only an individual or business having a legal interest in the subject property may make an application. This includes: a tenant, owner of the property, or an individual or entity holding a fully executed contract to purchase the subject property.
12. If the applicant does not own the property, but is a tenant of the property, the tenant must have the permission of the property owner in writing.
13. Application for grant assistance will be considered within 21 business days after submission of a completed application.

14. The City reserves the right to reject applications for assistance for buildings deemed beyond reasonable repair.
15. As a condition of the grant, the City may provide a building inspection team to determine the most urgent building needs. This inspection report will be considered part of the grant application. Previous Fire Department inspection reports will also be considered.

EVALUATION CRITERIA

Applications for grant assistance are considered at the staff level, making sure it is complete and adheres to the published guidelines.

GRANT APPLICATION PROCESS

1. Meet with the Grant Director to determine whether the grant is applicable to the project.
2. Turn in the completed application with all required attachments to the Grant Director, or such other person as the City Manager may designate. Please include 8 ½ x 11 copies of all drawings. Copies of attachments and drawings, which are needed to secure a building permit from the City, are also acceptable.
3. Review of the project and application to determine eligibility and the amount of grant assistance allowed within 21 business days of the submission of all required information. The Grant Director may request additional information if it considers the information supplied by the applicant to be insufficient.

Upon the submission of all required information, the applicant may be contacted to schedule a tour of the project site and building. City inspection staff may be invited to come on the tour of the building.

4. Upon project completion (must be within 12 months of when the grant was approved), schedule a follow-up tour and submit actual project cost information, including copies of itemized invoices, receipts, and such other documentation as may be required by the grant agreement.
5. Upon receipt of evidence documenting actual project costs, the City shall have 30 days to confirm that such project costs were so incurred. Within 30 days after all the requirements set forth are met, the City shall issue a check for reimbursement of the costs incurred, up to the amount awarded.
6. City Commission will review the status of this grant program once a year to determine if any changes in the guidelines are necessary.

Approved by City Commission:

Date



DOWNTOWN REVITALIZATION FAÇADE IMPROVEMENT GRANT APPLICATION

Date of Application: ____/____/____

Applicant Information

Applicant Name: _____

Business Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email address: _____

Building Information

Address of building where work is
to be done: _____

Name of building owner (if different
from above): _____

Building renter(s)/occupants: _____

Financial Information

Total amount of project: \$ _____

Total grant amount applied for: \$ _____

Guidelines:

Match must be 50/50 with City funds, using the following formula:

- Based on \$100 per building front foot
- Extra: for street corner buildings- add up to 25 feet if side has a display window
- Extra: for rear entrances facing a city parking lot- amount based on \$50 per building foot

Owner/Renter Matching Fund Source:

___Cash ___Bank financing ___Sweat Equity ___Other: _____

Description of Improvements

Describe the façade improvements (City matching funds can only be used for façade improvements):



DOWNTOWN REVITALIZATION FAÇADE IMPROVEMENT GRANT APPLICATION

Describe how owner/renter funds to match City will be used :

Please attach the following:

- Copies of any written estimates for building improvements
- Drawings that show work to be done
- Pictures of building in present condition

Is a building permit required for the project? _____ Yes _____ No

If yes, describe:

Project Timetable:

Date work is to start: ____/____/____

Date work is to be completed: ____/____/____

Funds will be paid out once all work has been completed. Invoices or receipts must be furnished for all materials and labor.

New or Expanding Business Information

Will your building improvements create any new jobs?

If this is a new business, what goods or services are you going to provide?

For More Information

Contact the City of Liberal Grant Department at 620-626-2251. You may also fax your application to 620-626-0589 or email to: karen.lafreniere@cityofliberal.org

Applicant Signature

____/____/____
Date

Building Owner Signature

____/____/____
Date

Approved by: _____
Grant Director

Approval Date: _____



**CITY OF LIBERAL
CITY COMMISSION MEETING
August 8, 2023
AGENDA ITEM # 14.**

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

Date: August 8, 2023

From:

RE: CITY MANAGER REPORT

Recommendation:



**CITY OF LIBERAL
CITY COMMISSION MEETING
August 8, 2023
AGENDA ITEM # 16.a.**

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

Date: August 8, 2023

From:

RE: 08/08/2023 VOUCHERS

Voucher Summary List:

Accounts Payable Vouchers: \$ 1,330,021.69

Rec Center Officials & Special Runs: \$ 12,232.00

HR Expense Vouchers: \$ -

Total: \$ 1,342,253.69

Recommendation:

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
--------	-------------	-------------	---------	--------

Department: 0000 - NONDEPARTMENTAL

530-0000-27200	METERS	CORE & MAIN LP	S105795	\$2,888.31
----------------	--------	----------------	---------	------------

Subtotal for Department 0000 : \$2,888.31

Department: 4100 - NON DEPARTMENTAL

100-4100-43060	DRUG TEST	XPRESS WELLNESS URGENT CARE	4111858	\$50.00
100-4100-44030	IPAD & CASE/C FORD	AMAZON CAPITAL SERVICES	113Y-XK31-DN46	\$567.97
100-4100-44030	IPAD & CASE/B BEER	AMAZON CAPITAL SERVICES	1KLC-VNVC-DGG6	\$567.97
100-4100-44031	REPAIRS/CHAMBER	LYNN'S TOTAL COMFORT	27722	\$125.00
100-4100-44032	WIPER BLADES/POOL CAR	O'REILLY AUTOMOTIVE STORES INC	1453-311586	\$46.98
100-4100-44043	LEASE COPY MACHINE	SOS LEASING	SEPT 2023	\$339.15
100-4100-44043	LEASE COPY MACHINE	SOS LEASING	SEPT 2023	\$276.85
100-4100-45020	COMMERCIAL PROP/LAMBERT FIELD	AL SHANK INSURANCE INC	30038	\$3,771.00
100-4100-45020	TRAVEL ACCIDENT INSURANCE	AL SHANK INSURANCE INC	30071	\$950.00
100-4100-45030	AT&T SUBSCRIBER/ROUTER	AT&T	JULY 2023	\$62.11
100-4100-45060	JULY UNIFORM/MAT SERVICE	UNIFIRST CORPORATION	JULY 2023	\$103.36
100-4100-46010	OFFICE SUPPLIES	WALMART COMMUNITY BRC	JULY 2023	\$27.32
100-4100-46013	WEEKLY CHARGE	UNITED PARCEL SERVICE	000066E179293	\$30.00
100-4100-46013	WEEKLY CHARGE	UNITED PARCEL SERVICE	000066E179303	\$30.00
100-4100-46021	GAS SERVICE BILLING	BLACK HILLS CORPORATION	AUG #1 2023	\$3.77
100-4100-46028	INTERNET BILLING	EPIC TOUCH	CITY HALL JULY 2	\$334.95
100-4100-46028	GOOGLE BUSINESS APPS	GOOGLE LLC	4772467581	\$18.00
100-4100-48090	COFFEE-REMAINING BALANCE	PRAIRIE FIRE COFFEE	1499080.2	\$123.80
100-4100-48090	COFFEE/CITY HALL	PRAIRIE FIRE COFFEE	1502601	\$248.35
735-4100-43022	50% LEADERSHIP TRAINING PAYMENT	DAMON PARKER	47	\$2,500.00

Operator: daisy.torres

8/2/2023 7:26:23 PM

Page 1 of 37

Report ID: APLT33D

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
Subtotal for Department 4100 :				\$10,176.58
Department: 4110 - LEGISLATIVE				
100-4110-44030	PRESONUS STUDILIVE 32C	B & H PHOTO VIDEO	215129416	\$1,794.01
100-4110-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9940217890	\$200.05
100-4110-45041	LEGALS RES 2400 ABATEMENT	HIGH PLAINS DAILY LEADER AND TIME	110803	\$67.50
100-4110-46010	FLASH DRIVE	WALMART COMMUNITY BRC	JULY 2023	\$3.88
100-4110-46028	GOOGLE BUSINESS APPS	GOOGLE LLC	4772467581	\$90.00
Subtotal for Department 4110 :				\$2,155.44
Department: 4120 - MUNICIPAL COURT/DIVERSION				
100-4120-43035	CITY OF LIB V R LONG	BROOKS & ASSOCIATES	2021-2883/2021-28	\$286.75
100-4120-43035	CITY OF LIB V K ALFARO	BROOKS & ASSOCIATES	2022-1760/2023-67	\$286.25
100-4120-43060	PHARMCHEK PATCH KIT	PHARMCHEM INC	INV425329	\$282.40
100-4120-44043	LEASE COPY MACHINE	SOS LEASING	SEPT 2023	\$255.62
100-4120-45070	INTERPRETER	VILLAVIZAR, LUIS	07/11/23	\$100.00
100-4120-45070	INTERPRETER	VILLAVIZAR, LUIS	07/12/23	\$100.00
100-4120-45070	INTERPRETER	VILLAVIZAR, LUIS	07/17/23	\$100.00
100-4120-45070	INTERPRETER	VILLAVIZAR, LUIS	07/18/23	\$100.00
100-4120-45070	INTERPRETER	VILLAVIZAR, LUIS	07/19/23	\$100.00
100-4120-45070	INTERPRETER	VILLAVIZAR, LUIS	07/24/23	\$100.00
100-4120-45080	REGISTRATION-2023 KACM CONF & TRAINING	KANSAS ASSOCIATION COURT MANAG	00673	\$125.00
100-4120-46010	OFFICE SUPPLIES	WALMART COMMUNITY BRC	JULY 2023	\$47.22
100-4120-46021	GAS SERVICE BILLING	BLACK HILLS CORPORATION	AUG #1 2023	\$32.86
100-4120-46028	GOOGLE BUSINESS APPS	GOOGLE LLC	4772467581	\$180.00
100-4120-46028	INTERNET SERVICE	IDEATEK TELCOM	327517	\$1,710.24

Operator: daisy.torres

8/2/2023 7:26:23 PM

Page 2 of 37

Report ID: APLT33D

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-4120-46090	BINDER/ENVELOPES	WALMART COMMUNITY BRC	JULY 2023	\$21.70
100-4120-48033	MUNICIPAL COURT FEES	KANSAS STATE TREASURER	JUNE 2023	\$120.00
100-4120-48034	MUNICIPAL COURT FEES	KANSAS STATE TREASURER	JUNE 2023	\$438.00
100-4120-48036	MUNICIPAL COURT FEES	KANSAS STATE TREASURER	JUNE 2023	\$2,407.50
100-4120-48038	MUNICIPAL COURT FEES	KANSAS STATE TREASURER	JUNE 2023	\$176.00
100-4120-48041	MUNICIPAL COURT FEES	KANSAS STATE TREASURER	JUNE 2023	\$100.00
100-4120-48044	MUNICIPAL COURT FEES	KANSAS STATE TREASURER	JUNE 2023	\$90.00
100-4120-48090	PICTURE FRAMES	WALMART COMMUNITY BRC	JULY 2023	\$11.32
100-4120-48090	WATER/SNACKS/CREAMER/SHEARS	WALMART COMMUNITY BRC	JULY 2023	\$62.12
100-4120-48840	MUNICIPAL COURT FEES	KANSAS STATE TREASURER	JUNE 2023	\$965.00
213-4120-46045	AMMUNITION	ULTIMATE TRAINING MUNITIONS	216557	\$9,999.78
722-4120-45080	TRAVEL EXPENSE REPORT HOUSTON TX 06/25-06/29	CLINKINGBEARD, KIM	07/24/2023	\$25.33

Subtotal for Department 4120 : \$18,223.09

Department: 4130 - CITY MANAGER

100-4130-43080	QUARTERLY DUES/ROTARY FOUNDATION	LIBERAL ROTARY CLUB	07/17/2023	\$185.00
100-4130-44030	FILE CABINET	SOUTHERN OFFICE SUPPLY INC	297028	\$700.70
100-4130-44030	CREDIT/RETURN CABINET	SOUTHERN OFFICE SUPPLY INC	303126	(\$700.70)
100-4130-45030	AT&T SUBSCRIBER/ROUTER	AT&T	JULY 2023	\$61.90
100-4130-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9940217890	\$121.37
100-4130-46028	GOOGLE BUSINESS APPS	GOOGLE LLC	4772467581	\$126.00

Subtotal for Department 4130 : \$494.27

Department: 4150 - FINANCE DEPARTMENT

100-4150-44030	IMAGE TRANSFER KIT FOR FINANCE PRINTER	AMAZON CAPITAL SERVICES	1T96-1PK7-F9KW	\$356.47
100-4150-45030	AT&T SUBSCRIBER/ROUTER	AT&T	JULY 2023	\$61.90

Operator: daisy.torres

8/2/2023 7:26:23 PM

Page 3 of 37

Report ID: APLT33D

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-4150-45541	LEGALS Q2 2023 TREASURER'S REPORT	HIGH PLAINS DAILY LEADER AND TIME	110811	\$81.00
100-4150-46010	HANGING FOLDERS	SOUTHERN OFFICE SUPPLY INC	303432	\$52.65
100-4150-46028	GOOGLE BUSINESS APPS	GOOGLE LLC	4772467581	\$126.00
Subtotal for Department 4150 :				\$678.02

Department: 4152 - PERSONNEL DEPARTMENT

100-4152-45030	AT&T SUBSCRIBER/ROUTER	AT&T	JULY 2023	\$61.90
100-4152-46028	GOOGLE BUSINESS APPS	GOOGLE LLC	4772467581	\$74.90
Subtotal for Department 4152 :				\$136.80

Department: 4160 - BUILDING MAINTENANCE

100-4160-45030	AT&T SUBSCRIBER/ROUTER	AT&T	JULY 2023	\$61.90
100-4160-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9940217890	\$82.70
100-4160-46021	GAS SERVICE BILLING	BLACK HILLS CORPORATION	AUG #1 2023	\$29.05
100-4160-46028	GOOGLE BUSINESS APPS	GOOGLE LLC	4772467581	\$72.00
100-4160-46090	GLOVES	SERVICE JANITORIAL SUPPLY INC	325443	\$7.45
Subtotal for Department 4160 :				\$253.10

Department: 4180 - I.T. DEPARTMENT

100-4180-45030	AT&T SUBSCRIBER/ROUTER	AT&T	JULY 2023	\$61.90
100-4180-46028	GOOGLE BUSINESS APPS	GOOGLE LLC	4772467581	\$234.00
100-4180-46028	HARDWARE MAINTENANCE	RICOH USA INC	4051887045	\$1,152.71
Subtotal for Department 4180 :				\$1,448.61

Department: 4210 - POLICE ADMINISTRATION

100-4210-42060	QUARTERLY DEDUCTIBLE BILLING STATEMENT	EMC INSURANCE COMPANIES	0X8-76-08 JULY 20	\$830.09
100-4210-43036	INMATE HEALTHCARE REPRICE	WELLPATH LLC	INV0108043	\$18.00

Operator: daisy.torres

8/2/2023 7:26:23 PM

Page 4 of 37

Report ID: APLT33D

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-4210-44031	SUPPLIES/FAUCET REPAIR	WESTLAKE HARDWARE INC	7708400	\$8.98
100-4210-44032	PD 39 HOSE WINDSHIELD	FOSS MOTOR CO INC	5005570	\$19.11
100-4210-44032	PD 39-HOSE WINDSHIELD	FOSS MOTOR CO INC	5005591	\$49.28
100-4210-44032	JUNE CAR WASHES	SQUEAKY CLEAN CAR WASH LLC	3986	\$99.70
100-4210-44032	JUNE CAR WASHES	SQUEAKY CLEAN CAR WASH LLC	4003	\$89.00
100-4210-44032	JUNE CAR WASHES	SQUEAKY CLEAN CAR WASH LLC	4010	\$67.00
100-4210-44032	JUNE FLEET CARD CHARGES	STONE CREEK DEVELOPMENT LLC	2023-560	\$119.00
100-4210-44032	CLEANING SUPPLIES	WALMART COMMUNITY BRC	JULY 2023	\$88.09
100-4210-44043	LEASE COPY MACHINE	SOS LEASING	SEPT 2023	\$270.30
100-4210-45060	JULY UNIFORM/MAT SERVICE	UNIFIRST CORPORATION	JULY 2023	\$131.40
100-4210-45060	DUSTERS	WALMART COMMUNITY BRC	JULY 2023	\$33.76
100-4210-45080	TRAVEL EXPENSE REPORT - WICHITA KS 07/17	EBELING, ROBBY	07/18/2023	\$24.38
100-4210-46010	OFFICE SUPPLIES	WALMART COMMUNITY BRC	JULY 2023	\$19.98
100-4210-46010	OFFICE SUPPLIES	WALMART COMMUNITY BRC	JULY 2023	\$94.50
100-4210-46011	CUPS/CLEANERS/TOISSUE PAPER	SERVICE JANITORIAL SUPPLY INC	325833	\$252.20
100-4210-46021	GAS SERVICE BILLING	BLACK HILLS CORPORATION	AUG #1 2023	\$156.67
100-4210-46026	FUEL/PD	WEX BANK	90655075W	\$4,276.79
100-4210-46028	GOOGLE BUSINESS APPS	GOOGLE LLC	4772467581	\$1,143.86
100-4210-46028	INTERNET SERVICE	IDEATEK TELCOM	327517	\$216.95
100-4210-46045	RDS/RIFLE ACCESS	HD ARMS LLC	AQ320230712002	\$344.00
100-4210-46045	SPRAY PAINT	WALMART COMMUNITY BRC	JULY 2023	\$23.92
100-4210-46045	PAINT	WALMART COMMUNITY BRC	JULY 2023	\$13.96
100-4210-46085	OFFICER POLOS	VERSUS SIGNS	10771	\$139.95
100-4210-46090	COFFEE FILTER	PRAIRIE FIRE COFFEE	1503361	\$79.00
100-4210-46090	SHRED SERVICE	UNDERGROUND VAULTS & STORAGE	1010682	\$25.00

Operator: daisy.torres

8/2/2023 7:26:23 PM

Page 5 of 37

Report ID: APLT33D

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-4210-46090	CLEANING SUPPLIES	WALMART COMMUNITY BRC	JULY 2023	\$6.89
100-4210-46612	EVIDENCE LABEL KIT	PROGRESSIVE MICROTECHNOLOGY IN	230513	\$119.38
100-4210-46612	DVD-R DISCS/ENVELOPES	SOUTHERN OFFICE SUPPLY INC	300982	\$104.49
100-4210-46612	USB DRIVE	WALMART COMMUNITY BRC	JULY 2023	\$22.48
100-4210-46612	SUPPLIES/EVIDENCE	WALMART COMMUNITY BRC	JULY 2023	\$96.53
100-4210-48090	DOOR DECALS	VERSUS SIGNS	10771	\$45.00
100-4210-48092	STEEL TARGETS	AR500-TARGETS.COM	07-17-2023	\$2,090.00
100-4210-48092	TRAINING MAGAZINES	HD ARMS LLC	AQ320230712001	\$1,520.00
100-4210-48092	TV CABLE	WALMART COMMUNITY BRC	JULY 2023	\$12.97
100-4210-48093	PRE-EMPLOYMENT PHYSICAL	SOUTHWEST FAMILY MEDICINE LLC	07/07/23	\$95.00
Subtotal for Department 4210 :				\$12,747.61

Department: 4211 - ANIMAL CONTROL DIVISION

100-4211-43091	VET SERVICES FOR ANIMAL SHELTER	LIBERAL ANIMAL HOSPITAL	320607	\$972.05
100-4211-44024	PEST CONTROL	RINE EXTERMINATING INC	95960517	\$150.00
100-4211-45060	JULY UNIFORM/MAT SERVICE	UNIFIRST CORPORATION	JULY 2023	\$91.00
100-4211-46010	OFFICE SUPPLIES	WALMART COMMUNITY BRC	JULY 2023	\$11.44
100-4211-46010	OFFICE SUPPLIES	WALMART COMMUNITY BRC	JULY 2023	\$38.27
100-4211-46010	OFFICE SUPPLIES	WALMART COMMUNITY BRC	JULY 2023	\$38.57
100-4211-46011	TRASH BAGS/CLEANERS	SERVICE JANITORIAL SUPPLY INC	325718	\$233.90
100-4211-46021	GAS SERVICE BILLING	BLACK HILLS CORPORATION	AUG #1 2023	\$329.71
100-4211-46026	FUEL	MADDEN OIL CO	5167/2306085856	\$373.08
100-4211-46028	INTERNET BILLING	EPIC TOUCH	ANIMAL CONTROL	\$179.03
100-4211-46028	GOOGLE BUSINESS APPS	GOOGLE LLC	4772467581	\$116.12
100-4211-46028	INTERNET SERVICE	IDEATEK TELCOM	327517	\$180.86

Operator: daisy.torres

8/2/2023 7:26:23 PM

Page 6 of 37

Report ID: APLT33D

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-4211-46615	PET BEDDING	WALMART COMMUNITY BRC	JULY 2023	\$15.92
100-4211-46619	DOG/CAT FOOD	WALMART COMMUNITY BRC	JULY 2023	\$25.44
100-4211-46619	DOG/CAT FOOD	WALMART COMMUNITY BRC	JULY 2023	\$291.66
100-4211-46619	DOG/CAT FOOD	WALMART COMMUNITY BRC	JULY 2023	\$323.76
Subtotal for Department 4211 :				\$3,370.81

Department: 4220 - FIRE

100-4220-43022	TRAVEL EXPENSE REPORT CONCORDIA KS 07/12 REGISTRATION	PENA, JESUS	07/26/2023	\$125.00
100-4220-44030	WATER JUG SPOUT	CF SERVICE & SUPPLY LLC	162475	\$5.90
100-4220-44030	PORTABLE EXTINGUISHERS-ANNUAL SERVICE	CF SERVICE & SUPPLY LLC	162607	\$274.94
100-4220-44030	XL BLACK GLOVES	FASTENAL COMPANY	KSLIB100871	\$157.00
100-4220-44030	EDGER BLADE	KEATING TRACTOR & EQUIPMENT INC	332297	\$8.99
100-4220-44030	FILTER	KEATING TRACTOR & EQUIPMENT INC	332302	\$4.38
100-4220-44030	PORTABLE EVAP COOLER	WESTLAKE HARDWARE INC	7708388	\$4,480.00
100-4220-44030	STARTER CORD	WESTLAKE HARDWARE INC	7708437	\$7.59
100-4220-44030	HOSES/SPLITTERS	WESTLAKE HARDWARE INC	7708490	\$60.96
100-4220-44030	SAW BLADES	WESTLAKE HARDWARE INC	7708511	\$34.99
100-4220-44030	WRENCH KIT	WESTLAKE HARDWARE INC	7708590	\$23.99
100-4220-44031	BULBS	STANION WHOLESALE ELECTRIC CO	5576834-00	\$109.80
100-4220-44031	ROPE/FITTINGS	WESTLAKE HARDWARE INC	7708314	\$34.57
100-4220-44032	DOOR HANDLE- ENG #17	LIBERAL KENWORTH	03P131415	\$29.54
100-4220-44043	LEASE COPY MACHINE	SOS LEASING	SEPT 2023	\$184.76
100-4220-45030	AT&T SUBSCRIBER/ROUTER	AT&T	JULY 2023	\$61.90
100-4220-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9940217890	\$219.07
100-4220-45060	JULY UNIFORM/MAT SERVICE	UNIFIRST CORPORATION	JULY 2023	\$15.40

Operator: daisy.torres

8/2/2023 7:26:23 PM

Page 7 of 37

Report ID: APLT33D

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-4220-46011	JANITORIAL SUPPLIES	WALMART COMMUNITY BRC	JULY 2023	\$155.95
100-4220-46021	GAS SERVICE BILLING	BLACK HILLS CORPORATION	AUG #1 2023	\$120.52
100-4220-46021	NATURAL GAS SERVICE	CONSTELLATION NEWENERGY	3806277	\$43.23
100-4220-46028	INTERNET BILLING	EPIC TOUCH	NORTH FIRE STAT	\$179.03
100-4220-46028	GOOGLE BUSINESS APPS	GOOGLE LLC	4772467581	\$360.00
100-4220-46028	INTERNET SERVICE	IDEATEK TELCOM	327517	\$80.00
100-4220-46086	PROTECTIVE GEAR-BUNKER COATS & PANTS	MUNICIPAL EMERGENCY SERVICES	IN1903251	\$11,346.85
100-4220-46090	DETERGENT/DRYER SHEETS/CUPS	WALMART COMMUNITY BRC	JULY 2023	\$62.24
100-4220-46090	SPRAY PAINT	WESTLAKE HARDWARE INC	7708290	\$21.00
100-4220-46090	ADHESIVE	WESTLAKE HARDWARE INC	7708511	\$9.99
Subtotal for Department 4220 :				\$18,217.59

Department: 4240 - BUILDING INSPECTION SVC

100-4240-44032	JUNE FLEET CARD CHARGES	STONE CREEK DEVELOPMENT LLC	2023-559	\$5.25
100-4240-44060	LEGALS 2398 AVATEMENT 809 N PENNSYLVANIA	HIGH PLAINS DAILY LEADER AND TIME	110560	\$67.50
100-4240-44064	MOW/717 N PENNSYLVANIA	COLLINS MOWING & LANDSCAPING	23-DJD-209	\$100.00
100-4240-44064	MOW/539 W PINE	COLLINS MOWING & LANDSCAPING	23-DJD-214	\$140.00
100-4240-44064	MOW/203 W COOLIDGE	COLLINS MOWING & LANDSCAPING	23-DJD-223	\$100.00
100-4240-44064	MOW/211 W COOLIDGE	COLLINS MOWING & LANDSCAPING	23-DJD-224	\$100.00
100-4240-44064	MOW/1633 NELSON	COLLINS MOWING & LANDSCAPING	23-DJD-248	\$100.00
100-4240-44064	MOW/409 N PERSHING	COLLINS MOWING & LANDSCAPING	23-DJD-250	\$100.00
100-4240-44064	MOW/110 S GRANT	COLLINS MOWING & LANDSCAPING	23-DJD-258	\$100.00
100-4240-44064	MOW/710 E 7TH ST	COLLINS MOWING & LANDSCAPING	23-DJD-261	\$220.00
100-4240-44064	MOW/RIDGE ROW	COLLINS MOWING & LANDSCAPING	23-DJD-278	\$260.00
100-4240-44064	MOW/500 BLK S SEWARD & E HICKORY ROW	COLLINS MOWING & LANDSCAPING	23-DJD-281	\$100.00

Operator: daisy.torres

8/2/2023 7:26:23 PM

Page 8 of 37

Report ID: APLT33D

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-4240-44064	MOW/422 S CALHOUN	COLLINS MOWING & LANDSCAPING	23-DJD-294	\$140.00
100-4240-44064	MOW/416 S CALHOUN	COLLINS MOWING & LANDSCAPING	23-DJD-295	\$100.00
100-4240-44064	MOW/129 S PERSHING	COLLINS MOWING & LANDSCAPING	23-DJD-298	\$140.00
100-4240-44064	MOW/1603 COUNTRYSIDE	COLLINS MOWING & LANDSCAPING	23-DJD-304	\$100.00
100-4240-44064	MOW/1615 COUNTRYSIDE	COLLINS MOWING & LANDSCAPING	23-DJD-305	\$100.00
100-4240-44064	VIRGINIA & PARK STREET	EISENHAUER, STEPHEN E	23-DJD-210	\$100.00
100-4240-44064	83 BYPASS & NATIONAL CARRIERS TRUCK SHOP	EISENHAUER, STEPHEN E	23-DJD-211	\$300.00
100-4240-44064	522 N NEW YORK-MOWING	EISENHAUER, STEPHEN E	23-DJD-217	\$100.00
100-4240-44064	802 N OKLAHOMA-MOWING	EISENHAUER, STEPHEN E	23-DJD-218	\$100.00
100-4240-44064	525 N MISSOURI-MOWING	EISENHAUER, STEPHEN E	23-DJD-219	\$100.00
100-4240-44064	FREEMAN ROAD RIGHT OF WAY	EISENHAUER, STEPHEN E	23-DJD-242	\$120.00
100-4240-44064	1110 CORONADO-MOWING	EISENHAUER, STEPHEN E	23-DJD-249	\$140.00
100-4240-44064	1021 N LINCOLN-MOWING	EISENHAUER, STEPHEN E	23-DJD-251	\$120.00
100-4240-44064	714 N LINCOLN-MOWING	EISENHAUER, STEPHEN E	23-DJD-253	\$100.00
100-4240-44064	00000 NEBRASKA-MOWING	EISENHAUER, STEPHEN E	23-DJD-257	\$100.00
100-4240-44064	1310 S PERSHING-MOWED	ERIVES LAWN CARE	23-DJD-172	\$180.00
100-4240-44064	1215 FAIRVIEW-MOWING	ERIVES LAWN CARE	23DJD-185	\$260.00
100-4240-44064	924 N PERSHING-MOWING	ERIVES LAWN CARE	23-DJD-187	\$140.00
100-4240-44064	1106 S PENNSYLVANIA-MOWING	ERIVES LAWN CARE	23-DJD-212	\$180.00
100-4240-44064	806 N MISSOURI	ERIVES LAWN CARE	23-DJD-216	\$140.00
100-4240-44064	CEDAR & ZIGLER ROW-MOWING	ERIVES LAWN CARE	23-DJD-220	\$100.00
100-4240-44064	CEDAR & ZIGLER DRAINAGE-MOWING	ERIVES LAWN CARE	23-DJD-221	\$160.00
100-4240-44064	115 W COOLIDGE CITY DRAINING-MOWING	ERIVES LAWN CARE	23-DJD-222	\$140.00
100-4240-44064	511 E 2ND-MOWING	ERIVES LAWN CARE	23-DJD-240	\$160.00

Operator: daisy.torres

8/2/2023 7:26:23 PM

Page 9 of 37

Report ID: APLT33D

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-4240-44064	501 E 2ND DRAINAGE	ERIVES LAWN CARE	23-DJD-241	\$100.00
100-4240-44064	16 W 10TH-MOWING	ERIVES LAWN CARE	23-DJD-252	\$100.00
100-4240-44064	722 OHIO-MOWING	ERIVES LAWN CARE	23-DJD-259	\$120.00
100-4240-44064	1001 MISSOURI-MOWING	ERIVES LAWN CARE	23-DJD-260	\$100.00
100-4240-44064	720 E 7TH-MOWING	ERIVES LAWN CARE	23-DJD-264	\$260.00
100-4240-44064	MOW/521 E 5TH ST	OUT ON A LIMB	23-DJD-198	\$320.00
100-4240-44064	MOW/809 N PENNSYLVANIA	OUT ON A LIMB	23-DJD-206	\$120.00
100-4240-44064	MOW/745 S CLAY	OUT ON A LIMB	23-DJD-214	\$160.00
100-4240-44064	MOW/611 NOTTINGHAM LN	OUT ON A LIMB	23-DJD-230	\$100.00
100-4240-44064	MOW/803 S CALHOUN	OUT ON A LIMB	23-DJD-237	\$100.00
100-4240-44064	MOW/911 W 5TH ST	OUT ON A LIMB	23-DJD-254	\$140.00
100-4240-44064	MOW/1023 N PENNSYLVANIA	OUT ON A LIMB	23-DJD-255	\$120.00
100-4240-44064	MOW/215 E 7TH ST	OUT ON A LIMB	23-DJD-256	\$140.00
100-4240-44064	MOW/660 LILAC	OUT ON A LIMB	23-DJD-263	\$140.00
100-4240-44064	MOW/301 W 10TH ST	OUT ON A LIMB	23-DJD-268	\$260.00
100-4240-44064	LANDFILL CHARGES	SEWARD COUNTY LANDFILL	JUNE 2023	\$37.45
100-4240-44064	MOW/114 S SHERMAN	TRI STATE POWERWASHING LLC	023-DJD-244	\$100.00
100-4240-44064	MOW/420 W OHIO	TRI STATE POWERWASHING LLC	23-DJD-196	\$120.00
100-4240-44064	MOW/CALVERT/MISSOURI EASEMENT	TRI STATE POWERWASHING LLC	23-DJD-197	\$140.00
100-4240-44064	MOW/115 S ROOSEVELT	TRI STATE POWERWASHING LLC	23-DJD-200	\$140.00
100-4240-44064	MOW/105 S ROOSEVELT	TRI STATE POWERWASHING LLC	23-DJD-201	\$100.00
100-4240-44064	MOW/103 S PROSPECT	TRI STATE POWERWASHING LLC	23-DJD-205	\$100.00
100-4240-44064	MOW/606 ARLINGTON	TRI STATE POWERWASHING LLC	23-DJD-226	\$140.00
100-4240-44064	MOW/115 W HOOVER	TRI STATE POWERWASHING LLC	23-DJD-227	\$100.00
100-4240-44064	MOW/746 S LINCOLN	TRI STATE POWERWASHING LLC	23-DJD-228	\$100.00

Operator: daisy.torres

8/2/2023 7:26:23 PM

Page 10 of 37

Report ID: APLT33D

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-4240-44064	MOW/212 W SPRUCE	TRI STATE POWERWASHING LLC	23-DJD-229	\$120.00
100-4240-44064	MOW/610 NOTTINGHAM LN	TRI STATE POWERWASHING LLC	23-DJD-231	\$140.00
100-4240-44064	MOW/103 W SPRUCE	TRI STATE POWERWASHING LLC	23-DJD-232	\$100.00
100-4240-44064	MOW/S PENNSYLVANIA	TRI STATE POWERWASHING LLC	23-DJD-233	\$100.00
100-4240-44064	MOW/210 S NEW YORK	TRI STATE POWERWASHING LLC	23-DJD-235	\$100.00
100-4240-44064	MOW/211 S NEW YORK	TRI STATE POWERWASHING LLC	23-DJD-236	\$140.00
100-4240-44064	MOW/OAK & PARK ST EASEMENT	TRI STATE POWERWASHING LLC	23-DJD-238	\$160.00
100-4240-44064	MOW/201 CORNELL	TRI STATE POWERWASHING LLC	23-DJD-239	\$140.00
100-4240-44064	MOW/116 S SHERMAN	TRI STATE POWERWASHING LLC	23-DJD-246	\$100.00
100-4240-44064	MOW/315 W 1ST	TRI STATE POWERWASHING LLC	23-DJD-247	\$100.00
100-4240-44064	MOW/809 MISSOURI	TRI STATE POWERWASHING LLC	23-DJD-262	\$100.00
100-4240-44064	MOW/816 N GRANT	TRI STATE POWERWASHING LLC	23-DJD-269	\$100.00
100-4240-44064	MOW/708 S OKLAHOMA	TRI STATE POWERWASHING LLC	23-DJD-270	\$120.00
100-4240-44064	MOW/531 S NEW YORK	TRI STATE POWERWASHING LLC	23-DJD-272	\$120.00
100-4240-44064	MOW/CLAY & HARVARD DITCH	TRI STATE POWERWASHING LLC	23-DJD-275	\$140.00
100-4240-44064	MOW/611 & 615 N ROOSEVELT	TRI STATE POWERWASHING LLC	23-DJD-282	\$100.00
100-4240-44064	MOW/601 N TULANE	TRI STATE POWERWASHING LLC	23-DJD-283	\$100.00
100-4240-44064	MOW/1163 S GRANT	TRI STATE POWERWASHING LLC	23-DJD-284	\$100.00
100-4240-44064	MOW/1334 CARPENTER DR	TRI STATE POWERWASHING LLC	23-DJD-286	\$140.00
100-4240-45030	AT&T SUBSCRIBER/ROUTER	AT&T	JULY 2023	\$61.90
100-4240-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9940217890	\$364.33
100-4240-46010	NOTICE TO MOW DOOR HANGERS	SOUTHERN OFFICE SUPPLY INC	303130	\$160.00
100-4240-46028	GOOGLE BUSINESS APPS	GOOGLE LLC	4772467581	\$72.00
100-4240-48019	PAINT SUPPLIES	WALMART COMMUNITY BRC	JULY 2023	\$87.54
100-4240-48090	SEARCH FEE AND COT	AMERICAN TITLE & ABSTRACT SPEC IN	231366S	\$75.00

Operator: daisy.torres

8/2/2023 7:26:23 PM

Page 11 of 37

Report ID: APLT33D

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-4240-48090	SEARCH FEE AND COT	AMERICAN TITLE & ABSTRACT SPEC IN	231367S	\$75.00
100-4240-48090	UTILITY EASEMENT-COLBY CAPITAL	PETTY CASH	6439	\$106.00
Subtotal for Department 4240 :				\$11,291.97

Department: 4250 - COMMUNICATIONS

202-4250-44030	BATTERY BACKUP	WALMART COMMUNITY BRC	JULY 2023	\$264.00
202-4250-45030	MONTHLY PHONE SERVICE	AT&T	JULY 2023	\$2,476.34
202-4250-46010	MONITOR MOUNT/COPY PAPER	SOUTHERN OFFICE SUPPLY INC	303158	\$118.60
202-4250-46028	GOOGLE BUSINESS APPS	GOOGLE LLC	4772467581	\$252.00
202-4250-46090	ALCOHOL	WALMART COMMUNITY BRC	JULY 2023	\$3.98
202-4250-48090	(1) 5 GALLON WATER	SCHEOPNER'S WATER CONDITIONING	105877	\$7.00
202-4250-48090	(1) 5 GALLON WATER	SCHEOPNER'S WATER CONDITIONING	107059	\$7.00
Subtotal for Department 4250 :				\$3,128.92

Department: 4290 - TRAFFIC CONTROL MAINT DIV

100-4290-44031	AIR CLEANER FILTER	GRAINGER	9770912062	\$80.78
100-4290-45030	AT&T SUBSCRIBER/ROUTER	AT&T	JULY 2023	\$61.90
100-4290-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9940217890	\$41.35
100-4290-45060	JULY UNIFORM/MAT SERVICE	UNIFIRST CORPORATION	JULY 2023	\$67.93
100-4290-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	AUG #1 2023	\$341.39
100-4290-46071	YIELD-RED/WHITE	J & A TRAFFIC PRODUCTS LLC	36388	\$263.60
100-4290-46072	DUCT TAPE	WESTLAKE HARDWARE INC	7708629	\$53.94
100-4290-46087	BIT SETS	WESTLAKE HARDWARE INC	7708248	\$35.98
100-4290-48090	LANDFILL CHARGES	SEWARD COUNTY LANDFILL	JUNE 2023	\$62.65
Subtotal for Department 4290 :				\$1,009.52

Department: 4300 - STREET/HIGHWAY

Operator: daisy.torres

8/2/2023 7:26:23 PM

Page 12 of 37

Report ID: APLT33D

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-4300-45030	AT&T SUBSCRIBER/ROUTER	AT&T	JULY 2023	\$61.90
100-4300-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9940217890	\$65.55
100-4300-45060	JULY UNIFORM/MAT SERVICE	UNIFIRST CORPORATION	JULY 2023	\$586.67
100-4300-46021	NATURAL GAS SERVICE	CONSTELLATION NEWENERGY	3806277	\$4.00
100-4300-46028	INTERNET BILLING	EPIC TOUCH	STREET JULY 202	\$180.53
100-4300-46028	GOOGLE BUSINESS APPS	GOOGLE LLC	4772467581	\$36.00
100-4300-46028	INTERNET SERVICE	IDEATEK TELCOM	327517	\$80.00
207-4300-46060	CHIP SEAL/NORTH LIBERAL	B & H PAVING INC	2367	\$396,250.00

Subtotal for Department 4300 :

\$397,264.65

Department: 4320 - REFUSE

510-4320-44030	FLAT REPAIR	M & M TIRE SERVICE	151661	\$26.00
510-4320-44031	STEEL PANEL	MEAD LUMBER DO IT CENTER	9412933	\$360.00
510-4320-44032	UNIT #57 SENSOR GP/SEAL O RING	FOLEY EQUIPMENT COMPANY	PS050061905	\$211.24
510-4320-44032	HEX WRENCH	KEATING TRACTOR & EQUIPMENT INC	332640	\$5.44
510-4320-44032	FLAT REPAIR/UNIT #54	M & M TIRE SERVICE	151686	\$66.00
510-4320-44032	METAL/UNIT #57	NEW IRON & METAL OF LIBERAL INC	6186	\$17.00
510-4320-44032	HEATER CORE/UNIT #51	TRUCK CENTER COMPANIES	XA102033282:01	\$123.69
510-4320-44032	AIR HOSE/UNIT #59	TRUCK CENTER COMPANIES	XA102033607:01	\$14.96
510-4320-45015	JUNK TIRES	RESOURCE MANAGEMENT CO INC	12920	\$713.65
510-4320-45015	LANDFILL CHARGES	SEWARD COUNTY LANDFILL	JUNE 2023	\$60,094.45
510-4320-45016	FREE DUMP LANDFILL CHGS	SEWARD COUNTY LANDFILL	JUNE 2023	\$30.00
510-4320-45030	AT&T SUBSCRIBER/ROUTER	AT&T	JULY 2023	\$61.90
510-4320-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9940217890	\$65.55
510-4320-45060	JULY UNIFORM/MAT SERVICE	UNIFIRST CORPORATION	JULY 2023	\$535.00

Operator: daisy.torres

8/2/2023 7:26:23 PM

Page 13 of 37

Report ID: APLT33D

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
510-4320-46010	GEL PENS	SOUTHERN OFFICE SUPPLY INC	303223	\$31.65
510-4320-46021	GAS SERVICE BILLING	BLACK HILLS CORPORATION	AUG #1 2023	\$76.97
510-4320-46021	NATURAL GAS SERVICE	CONSTELLATION NEWENERGY	3806277	\$11.99
510-4320-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	AUG #1 2023	\$31.48
510-4320-46026	PROPANE	SOUTHWEST GAS EQUIPMENT CO INC	I062968	\$22.51
510-4320-46028	INTERNET BILLING	EPIC TOUCH	SANITATION JULY	\$180.53
510-4320-46028	GOOGLE BUSINESS APPS	GOOGLE LLC	4772467581	\$18.00
510-4320-46090	TRASH COUPONS	SOUTHERN OFFICE SUPPLY INC	303129	\$100.00
510-4320-46090	DUMPSTER HANGERS	SOUTHERN OFFICE SUPPLY INC	303155	\$190.00
510-4320-46090	MISCELLANEOUS SUPPLIES	WALMART COMMUNITY BRC	JULY 2023	\$326.96
510-4320-48090	FIRST AID SERVICE	CINTAS FIRST AID & SAFETY	5167037571	\$30.40

Subtotal for Department 4320 : \$63,345.37

Department: 4330 - FLEET MAINTENANCE

100-4330-44030	OXYGEN FOR WIRE WELDER	AIRGAS MID SOUTH INC	9139794692	\$117.06
100-4330-44030	SOLVENT	SAFETY-KLEEN CORP	92052461	\$272.45
100-4330-45060	JULY UNIFORM/MAT SERVICE	UNIFIRST CORPORATION	JULY 2023	\$75.06
100-4330-46021	NATURAL GAS SERVICE	CONSTELLATION NEWENERGY	3806277	\$2.01
100-4330-46089	STOCK ROOM SUPPLIES	BUMPER TO BUMPER AUTO PARTS LIB	511636	\$14.84

Subtotal for Department 4330 : \$481.42

Department: 4340 - ENGINEERING

100-4340-45030	AT&T SUBSCRIBER/ROUTER	AT&T	JULY 2023	\$61.90
100-4340-46028	GOOGLE BUSINESS APPS	GOOGLE LLC	4772467581	\$36.00

Subtotal for Department 4340 : \$97.90

Department: 4350 - SEWER ADMINISTRATIVE

Operator: daisy.torres

8/2/2023 7:26:23 PM

Page 14 of 37

Report ID: APLT33D

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
520-4350-44030	SOFTENER SALT	WESTLAKE HARDWARE INC	7708443	\$50.94
520-4350-44031	QUARTERLY PEST CONTROL	GENERAL PEST CONTROL	408770	\$53.95
520-4350-44031	QUARTERLY-INITIAL SERVICE	GENERAL PEST CONTROL	411259	\$173.71
520-4350-44031	BAIT/SWIFFER REFILLS	WESTLAKE HARDWARE INC	7708251	\$19.98
520-4350-44043	LEASE COPY MACHINE	SOS LEASING	SEPT 2023	\$258.06
520-4350-45030	AT&T SUBSCRIBER/ROUTER	AT&T	JULY 2023	\$61.90
520-4350-45030	MONTHLY PHONE SERVICE	AT&T	JULY 2023	\$67.96
520-4350-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9940217890	\$106.90
520-4350-45060	JULY UNIFORM/MAT SERVICE	UNIFIRST CORPORATION	JULY 2023	\$25.55
520-4350-46011	TISSUE PAPER	SERVICE JANITORIAL SUPPLY INC	325775	\$98.85
520-4350-46013	UPS CUSTOMER DROP-OFF	MEAD LUMBER DO IT CENTER	9388788	\$17.96
520-4350-46016	ANALYTICAL CHARGES	PACE ANALYTICAL SERVICES INC	2360186720	\$458.00
520-4350-46016	ANALYTICAL CHARGES	PACE ANALYTICAL SERVICES INC	2360187227	\$458.00
520-4350-46016	(3) 5 GALLON WATER	SCHEOPNER'S WATER CONDITIONING LLC	90252806	\$30.00
520-4350-46021	GAS SERVICE BILLING	BLACK HILLS CORPORATION	AUG #1 2023	\$126.42
520-4350-46028	INTERNET BILLING	EPIC TOUCH	WASTEWATER JU	\$179.03
520-4350-46028	GOOGLE BUSINESS APPS	GOOGLE LLC	4772467581	\$72.00
520-4350-46028	INTERNET SERVICE	IDEATEK TELCOM	327517	\$50.00
520-4350-48091	KS0100986/M-CI10-OO03	KANSAS DEPT OF HEALTH & ENVIRON HEALTH	06/30/2023	\$925.00
520-4350-48091	KS0080870/M-CI10-OO02	KANSAS DEPT OF HEALTH & ENVIRON HEALTH	06/30/2023.2	\$925.00
Subtotal for Department 4350 :				\$4,159.21

Department: 4351 - SEWER LINE CLEANING

520-4351-44032	OIL/FUEL FILTERS/UNIT #189	NAPA OF LIBERAL	671081	\$43.98
520-4351-44032	EXPANSION VALVE/UNIT #96	TRUCK CENTER COMPANIES	XA102033548:01	\$25.10

Operator: daisy.torres

8/2/2023 7:26:23 PM

Page 15 of 37

Report ID: APLT33D

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
520-4351-44032	OIL/UNIT #189	WALMART COMMUNITY BRC	JULY 2023	\$29.08
520-4351-44036	HYDRAULIC HOSE	SOUTHWEST ENERGY PRODUCTS	325024	\$275.96
520-4351-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9940217890	\$24.20
520-4351-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	AUG #1 2023	\$144.53
Subtotal for Department 4351 :				\$542.85

Department: 4352 - SEWER PLANT OPERATION

520-4352-42060	QUARTERLY DEDUCTIBLE BILLING STATEMENT	EMC INSURANCE COMPANIES	0X8-76-08 JULY 20	\$317.09
520-4352-44024	TRIMMER STRING/PLIERS	WESTLAKE HARDWARE INC	7708491	\$47.98
520-4352-44024	MOTOR OIL	WESTLAKE HARDWARE INC	7708526	\$49.95
520-4352-44030	20" DELITE SC/16" ELITE SC	FASTENAL COMPANY	KSLIB100816	\$244.10
520-4352-44030	ELECTRICAL INSTALLATION	ZAPIEN ELECTRIC LLC	001580	\$380.00
520-4352-44032	UNIT #189 AIR FILTER	KOST TRUCK SUPPLY INC	350163	\$57.04
520-4352-44032	ANTIFREEZE	NAPA OF LIBERAL	670207	\$47.97
520-4352-44032	CABIN FILTERS/TAPE/STOCK	NAPA OF LIBERAL	670821	\$113.17
520-4352-44032	2023 NORSTAR TRAILERS REGISTRATION & TAX	PETTY CASH	6436	\$73.75
520-4352-44032	WHEEL ALIGNMENT/UNIT #63	WEAVER'S ALIGNMENT	34656	\$667.50
520-4352-45060	JULY UNIFORM/MAT SERVICE	UNIFIRST CORPORATION	JULY 2023	\$492.46
520-4352-46011	BRUSH/ANGLE BROOMS/WOOD HANDLES	SERVICE JANITORIAL SUPPLY INC	325740	\$113.55
520-4352-46017	CHLORINE 2000# CONT	DPC ENTERPRISES, L.P.	DE28000271-23	\$250.00
520-4352-46017	330 G SQ STACKABLE POLY TOTE	HAWKINS INC	6525816	\$150.00
520-4352-46021	GAS SERVICE BILLING	BLACK HILLS CORPORATION	AUG #1 2023	\$96.56
Subtotal for Department 4352 :				\$3,101.12

Department: 4370 - STREET LIGHTING

100-4370-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	AUG #1 2023	\$154.21
----------------	--------------------------	------------------------------	-------------	----------

Operator: daisy.torres

8/2/2023 7:26:23 PM

Page 16 of 37

Report ID: APLT33D

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
Subtotal for Department 4370 :				\$154.21
Department: 4500 - RECREATION ADMINISTRATION				
100-4500-44031	CORNER BEADS/COMPOUND	MEAD LUMBER DO IT CENTER	9249053	\$415.65
100-4500-44031	PAINT	SHERWIN WILLIAMS	8871-8	\$295.05
100-4500-44031	TV	WALMART COMMUNITY BRC	JULY 2023	\$368.00
100-4500-44043	LEASE COPY MACHINE	SOS LEASING	SEPT 2023	\$205.96
100-4500-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9940217890	\$82.70
100-4500-45035	DISH MONTHLY PAYMENT	DISH NETWORK	07/24/23	\$27.69
100-4500-45060	JULY UNIFORM/MAT SERVICE	UNIFIRST CORPORATION	JULY 2023	\$20.76
100-4500-46010	OFFICE SUPPLIES	WALMART COMMUNITY BRC	JULY 2023	\$33.02
100-4500-46010	ORGANIZER	WALMART COMMUNITY BRC	JULY 2023	\$14.48
100-4500-46011	PRO COURT DUST MOP KIT	PRO LINE GYM FLOORS	2949	\$417.00
100-4500-46011	DISINFECTANT WIPES/TRASH BAGS	SERVICE JANITORIAL SUPPLY INC	325830	\$121.80
100-4500-46011	JANITORIAL SUPPLIES	WALMART COMMUNITY BRC	JULY 2023	\$11.40
100-4500-46021	GAS SERVICE BILLING	BLACK HILLS CORPORATION	AUG #1 2023	\$70.78
100-4500-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	AUG #1 2023	\$7,235.66
100-4500-46026	FUEL	MADDEN OIL CO	1116/2306085841	\$263.03
100-4500-46028	GOOGLE BUSINESS APPS	GOOGLE LLC	4772467581	\$144.00
100-4500-46090	WATER	WALMART COMMUNITY BRC	JULY 2023	\$21.44
100-4500-48090	SUPPLIES	WALMART COMMUNITY BRC	JULY 2023	\$63.62
Subtotal for Department 4500 :				\$9,812.04
Department: 4520 - RECREATION				
100-4520-45215	PIZZA/DAY CAMP	DOMINO'S PIZZA	072123-1	\$43.73
100-4520-45215	SUPPLIES/DAY CAMP	WALMART COMMUNITY BRC	JULY 2023	\$110.42

Operator: daisy.torres

8/2/2023 7:26:23 PM

Page 17 of 37

Report ID: APLT33D

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-4520-45215	DAY CAMP EXPENSES	WALMART COMMUNITY BRC	JULY 2023	\$16.72
100-4520-45232	SUPPLIES/AFTER SCHOOL	WALMART COMMUNITY BRC	JULY 2023	\$51.78
100-4520-45235	SUPPLIES/BATTING CAGES	WALMART COMMUNITY BRC	JULY 2023	\$24.70
100-4520-45235	SUPPLIES/BATTING CAGES	WALMART COMMUNITY BRC	JULY 2023	\$69.67
100-4520-45235	CONCESSIONS/BATTING CAGES	WALMART COMMUNITY BRC	JULY 2023	\$43.33
100-4520-45237	BASEBALL CONCESSIONS	FUN EXPRESS	72522316301	\$172.21
100-4520-45241	CAL RIPKEN	FUN EXPRESS	72522316301	\$92.22
100-4520-45253	WOMENS/MENS POLOS	BLUE CHIP ATHLETIC	195378	\$520.00
100-4520-46210	CONCESSIONS/SOFTBALL	WALMART COMMUNITY BRC	JULY 2023	\$145.44
100-4520-46210	CONCESSIONS/SOFTBALL	WALMART COMMUNITY BRC	JULY 2023	\$94.82
100-4520-46212	REC DEPT CONCESSIONS	BEN E KEITH FOODS	43288211	\$558.95
100-4520-46212	REC CONCESSIONS	FUN EXPRESS	72522316301	\$130.46
100-4520-46212	REC CONCESSIONS	FUN EXPRESS	72522316302	\$59.98
100-4520-46212	CONCESSIONS/REC CENTER	WALMART COMMUNITY BRC	JULY 2023	\$71.28
100-4520-46212	CONCESSIONS/REC CENTER	WALMART COMMUNITY BRC	JULY 2023	\$99.93
100-4520-46213	CONCESSIONS/TRAILER	WALMART COMMUNITY BRC	JULY 2023	\$197.42
100-4520-46217	TENNIS EXPENSES	WALMART COMMUNITY BRC	JULY 2023	\$10.98
100-4520-46219	CRICUT IRONS/UMPIRE SHIRTS	WALMART COMMUNITY BRC	JULY 2023	\$32.91
100-4520-46222	ADULT REC PHOTOS	JP IMAGING LLC	142	\$450.00
100-4520-46231	SNACKS/UMPIRES	WALMART COMMUNITY BRC	JULY 2023	\$40.54
100-4520-46231	SNACKS/UMPIRES	WALMART COMMUNITY BRC	JULY 2023	\$62.50
100-4520-46231	TOTE BAGS	WALMART COMMUNITY BRC	JULY 2023	\$19.76
100-4520-46231	COOLER/YOUTH SPORTS PROGRAM	WALMART COMMUNITY BRC	JULY 2023	\$99.00
100-4520-46242	REFLECTIVE ARM BANDS & WATER COLOR PAPER	AMAZON CAPITAL SERVICES	1X7Y-YYG1-CQG7	\$117.56

Operator: daisy.torres

8/2/2023 7:26:23 PM

Page 18 of 37

Report ID: APLT33D

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-4520-46242	SUPPLIES/NIGHT RUN	WALMART COMMUNITY BRC	JULY 2023	\$245.16
100-4520-46242	SUPPLIES	WALMART COMMUNITY BRC	JULY 2023	\$122.51
100-4520-46246	CONCESSIONS/SOCCER	WALMART COMMUNITY BRC	JULY 2023	\$50.84
Subtotal for Department 4520 :				\$3,754.82

Department: 4521 - GRIFF GOLF

100-4521-46090	STUMP KILLER	WESTLAKE HARDWARE INC	7708265	\$14.99
Subtotal for Department 4521 :				\$14.99

Department: 4540 - SWIMMING POOL

100-4540-42502	REC DEPT CONCESSIONS	BEN E KEITH FOODS	43281516	\$1,038.39
100-4540-42502	REC DEPT CONCESSIONS	BEN E KEITH FOODS	43287603	\$1,247.38
100-4540-42502	CONCESSIONS/POOL	PEPSI-COLA COMPANY	45518156	\$310.72
100-4540-42502	CONCESSIONS/POOL	PEPSI-COLA COMPANY	46117459	\$311.84
100-4540-42502	07/13 - 07/18 PIZZA ORDER ADVENTURE BAY	PIZZA HUT	0359422000010	\$660.00
100-4540-42502	PIZZA/ADVENTURE BAY	PIZZA HUT	INV00075090	\$588.00
100-4540-42502	CONCESSIONS	WALMART COMMUNITY BRC	JULY 2023	\$64.93
100-4540-42502	CONCESSIONS	WALMART COMMUNITY BRC	JULY 2023	\$36.00
100-4540-42502	CONCESSIONS	WALMART COMMUNITY BRC	JULY 2023	\$26.16
100-4540-42502	CONCESSIONS	WALMART COMMUNITY BRC	JULY 2023	\$47.04
100-4540-42502	CONCESSIONS	WALMART COMMUNITY BRC	JULY 2023	\$28.42
100-4540-42502	CONCESSIONS	WALMART COMMUNITY BRC	JULY 2023	\$70.00
100-4540-42502	CONCESSIONS	WALMART COMMUNITY BRC	JULY 2023	\$77.16
100-4540-42502	ICE/CONCESSIONS	WALMART COMMUNITY BRC	JULY 2023	\$89.18
100-4540-42502	CONCESSIONS	WALMART COMMUNITY BRC	JULY 2023	\$98.28
100-4540-42502	CONCESSIONS	WALMART COMMUNITY BRC	JULY 2023	\$116.68

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-4540-42502	CONCESSIONS	WALMART COMMUNITY BRC	JULY 2023	\$124.14
100-4540-42502	CONCESSIONS	WALMART COMMUNITY BRC	JULY 2023	\$145.12
100-4540-42502	CONCESSIONS	WALMART COMMUNITY BRC	JULY 2023	\$40.18
100-4540-44030	REPLACEMENT BATTER FOR WATER TECH PRECISION	AMAZON CAPITAL SERVICES	1DJ7-CNMC-DT1P	\$80.90
100-4540-44030	ADVENTURE BAY SUPPLIES	AMAZON CAPITAL SERVICES	1HNK-TXV7-CXCJ	\$299.61
100-4540-44030	AQUA CREEK SEAT BELT	ARLAN COMPANY INC	15216	\$49.00
100-4540-44030	SANDING SPONGES	WESTLAKE HARDWARE INC	7708518	\$10.58
100-4540-45030	INTERNET BILLING	EPIC TOUCH	ADVENTURE BAY	\$160.13
100-4540-46010	THERMAL PAPER	SOUTHERN OFFICE SUPPLY INC	302899	\$60.99
100-4540-46010	OFFICE SUPPLIES	WALMART COMMUNITY BRC	JULY 2023	\$39.97
100-4540-46011	JANITORIAL SUPPLIES	SERVICE JANITORIAL SUPPLY INC	325822	\$238.50
100-4540-46011	CLEANING SUPPLIES	WALMART COMMUNITY BRC	JULY 2023	\$17.86
100-4540-46090	TV/TV MOUNT	WALMART COMMUNITY BRC	JULY 2023	\$213.00
100-4540-46090	SUNSCREEN	WALMART COMMUNITY BRC	JULY 2023	\$49.92
100-4540-46090	CLOCK	WALMART COMMUNITY BRC	JULY 2023	\$29.96
100-4540-46090	COOLER	WALMART COMMUNITY BRC	JULY 2023	\$25.88
100-4540-46090	SUPPLIES/STAFF APPRECIATION	WALMART COMMUNITY BRC	JULY 2023	\$18.46
100-4540-46110	CONCESSION SUPPLIES	WALMART COMMUNITY BRC	JULY 2023	\$15.24
100-4540-46273	REIMBURSEMENT/GIFT CARDS	MINDE, DANIEL	CV 90242	\$144.85
100-4540-46273	BANNER/PARKING SIGN	VERSUS SIGNS	10770	\$171.50
Subtotal for Department 4540 :				\$6,745.97

Department: 4550 - GOLF COURSE

100-4550-42501	CR-NOT ORDERED BAGS	CLEVELAND GOLF INC	7525748 CA	(\$708.00)
100-4550-42501	GRIPS/BUG SPRAY	J & M GOLF	0680231-IN	\$803.20

Operator: daisy.torres

8/2/2023 7:26:23 PM

Page 20 of 37

Report ID: APLT33D

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-4550-42502	GOLF COURSE CONCESSIONS	BEN E KEITH FOODS	43288211	\$676.90
100-4550-42502	CONCESSIONS	WALMART COMMUNITY BRC	JULY 2023	\$16.56
100-4550-42502	CONCESSIONS/PRO-SHOP	WILLOW TREE GOLF PETTY CASH	#2052	\$154.45
100-4550-42502	CONCESSIONS/PRO-SHOP	WILLOW TREE GOLF PETTY CASH	#2053	\$263.00
100-4550-42503	PRE-SOLD DRIVER	CALLAWAY GOLF	936824956	\$352.96
100-4550-42503	PRE SOLD ITEMS	CLEVELAND GOLF INC	7566203 SO	\$859.49
100-4550-42503	PRE-SOLD SHAFT	PING INC	17025882	\$67.96
100-4550-42503	PRE-SOLD GOLF BAG	PING INC	17038851	\$145.60
100-4550-42503	PRE-SOLD WOOD	PING INC	17049407	\$179.96
100-4550-44025	BODY/DRIVER SIDE	MASEK GOLF CAR COMPANY	23-03908	\$130.00
100-4550-44030	GREENS MOWER PARTS	KANSAS GOLF AND TURF INC	02-299894	\$1,593.88
100-4550-44030	REPLACE FUEL PUMP ON HUSTLER 104 MOWER	KEATING TRACTOR & EQUIPMENT INC	329842	\$501.59
100-4550-44030	MOWER PARTS	KEATING TRACTOR & EQUIPMENT INC	331541	\$236.41
100-4550-44030	TEE BOX MOWER PARTS	R & R PRODUCTS INC	CD2807764	\$458.65
100-4550-45030	AT&T SUBSCRIBER/ROUTER	AT&T	JULY 2023	\$61.90
100-4550-45060	JULY UNIFORM/MAT SERVICE	UNIFIRST CORPORATION	JULY 2023	\$81.56
100-4550-46010	GREEN FEE/CART RENTAL BOOK	SOUTHERN OFFICE SUPPLY INC	303090	\$425.00
100-4550-46011	TRASH BAGS	SERVICE JANITORIAL SUPPLY INC	325543	\$152.00
100-4550-46017	Dist: 0	VAN DIEST SUPPLY COMPANY	49161	\$7,834.25
100-4550-46021	GAS SERVICE BILLING	BLACK HILLS CORPORATION	AUG #1 2023	\$44.90
100-4550-46026	MOWER PARTS/2 CYCLE OIL	KEATING TRACTOR & EQUIPMENT INC	331541	\$18.48
100-4550-46026	FUEL	MADDEN OIL CO	23062234	\$1,933.29
100-4550-46026	MOTOR OIL	MADDEN OIL CO	23063358A	\$431.46
100-4550-46028	GOOGLE BUSINESS APPS	GOOGLE LLC	4772467581	\$36.00

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-4550-46028	INTERNET SERVICE	IDEATEK TELCOM	327517	\$80.00
100-4550-46033	SAND TRAP RAKES	R & R PRODUCTS INC	CD2807655	\$550.15
Subtotal for Department 4550 :				\$17,381.60

Department: 4560 - PARKS

100-4560-45015	LANDFILL CHARGES	SEWARD COUNTY LANDFILL	JUNE 2023	\$15.00
100-4560-45030	AT&T SUBSCRIBER/ROUTER	AT&T	JULY 2023	\$61.90
100-4560-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9940217890	\$41.35
100-4560-45060	JULY UNIFORM/MAT SERVICE	UNIFIRST CORPORATION	JULY 2023	\$449.53
100-4560-46028	GOOGLE BUSINESS APPS	GOOGLE LLC	4772467581	\$54.00
100-4560-46028	INTERNET SERVICE	IDEATEK TELCOM	327517	\$80.00
100-4560-46028	INTERNET SERVICE	IDEATEK TELCOM	327517	\$50.00
100-4560-46088	LEAF RAKES	WESTLAKE HARDWARE INC	7708489	\$99.95
Subtotal for Department 4560 :				\$851.73

Department: 4570 - PARKS

100-4570-46028	INTERNET BILLING	EPIC TOUCH	BSBALL/SOFTBAL	\$179.03
100-4570-46028	INTERNET BILLING	EPIC TOUCH	MAHURON JULY 2	\$179.03
100-4570-46028	INTERNET BILLING	EPIC TOUCH	SCOUT HUT BLDG	\$158.82
100-4570-46088	PUMP FOR BALL COMPLEX	AMAZON CAPITAL SERVICES	1CD4-739D-DVC4	\$120.43
100-4570-48090	LANDFILL CHARGES	SEWARD COUNTY LANDFILL	JUNE 2023	\$185.80
100-4570-48090	INSECT REPELLANT	WESTLAKE HARDWARE INC	7708301	\$37.16
Subtotal for Department 4570 :				\$860.27

Department: 4580 - ARKALON RECREATIONAL AREA

100-4580-30109	REIMBURSEMENT-VOUCHER #04782768 REFUND	DCP MIDSTREAM	92361	\$215.00
----------------	---	---------------	-------	----------

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-4580-41010	ARKALON CAMP HOST 07/23 - 08/05	DAILING, BARBARA	08/08/2023	\$800.00
100-4580-45030	INTERNET SERVICE	IDEATEK TELCOM	327517	\$150.00
100-4580-48090	GOOGLE BUSINESS APPS	GOOGLE LLC	4772467581	\$36.00
100-4580-48090	MUGS/SODAS	WALMART COMMUNITY BRC	JULY 2023	\$53.28
Subtotal for Department 4580 :				\$1,254.28

Department: 4611 - DEPOT BUILDING FACILITY

100-4611-44031	BULBS	STANION WHOLESALE ELECTRIC CO	5572908-00	\$14.91
100-4611-46021	GAS SERVICE BILLING	BLACK HILLS CORPORATION	AUG #1 2023	\$37.65
100-4611-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	AUG #1 2023	\$707.95
Subtotal for Department 4611 :				\$760.51

Department: 4612 - GRIER HOUSE

100-4612-45030	MONTHLY PHONE SERVICE	AT&T	JULY 2023	\$1,755.83
100-4612-45030	INTERNET BILLING	EPIC TOUCH	GRIER HOUSE JUL	\$232.65
100-4612-46021	GAS SERVICE BILLING	BLACK HILLS CORPORATION	AUG #1 2023	\$98.96
100-4612-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	AUG #1 2023	\$912.96
Subtotal for Department 4612 :				\$3,000.40

Department: 4920 - CEMETERY

100-4920-44024	LANDFILL CHARGES	SEWARD COUNTY LANDFILL	JUNE 2023	\$54.15
100-4920-45030	AT&T SUBSCRIBER/ROUTER	AT&T	JULY 2023	\$61.90
100-4920-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9940217890	\$41.35
100-4920-45060	JULY UNIFORM/MAT SERVICE	UNIFIRST CORPORATION	JULY 2023	\$139.57
100-4920-48090	CEMETERY DEED-THOMAS	PETTY CASH	6437	\$21.00
Subtotal for Department 4920 :				\$317.97

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
Department: 4930 - UTILITY BILLING				
100-4930-45030	AT&T SUBSCRIBER/ROUTER	AT&T	JULY 2023	\$61.90
100-4930-46013	CYCLE 1 JULY BILLS	UTILITY PETTY CASH FUND	CV 90861	\$2,846.66
100-4930-46013	CYCLE 2 JULY BILLS	UTILITY PETTY CASH FUND	CV 90862	\$2,629.92
100-4930-46028	GOOGLE BUSINESS APPS	GOOGLE LLC	4772467581	\$72.00
Subtotal for Department 4930 :				\$5,610.48
Department: 4940 - WATER UTILITY ADMIN				
530-4940-44030	NICKLE SAFE ICE MACH CLEANER	HAVOC SUPPLY	92497	\$21.06
530-4940-44030	ICE THICKNESS PROBE	HAVOC SUPPLY	92688	\$166.63
530-4940-44030	ICE MACHINE SERVICE	HECO HEATING AND COOLING	4827	\$250.00
530-4940-44031	WATER PEST CONTROL BI-MONTH	LIBERAL PEST CONTROL LLC	07/13/2023	\$895.00
530-4940-44031	SERVICE CALL	MORGAN LOCKSMITHING	10558	\$85.00
530-4940-44032	UNIT #127-ELEMENT ASY AIR CLEAN	FOSS MOTOR CO INC	5005593	\$20.40
530-4940-44043	LEASE COPY MACHINE	SOS LEASING	SEPT 2023	\$146.69
530-4940-45060	JULY UNIFORM/MAT SERVICE	UNIFIRST CORPORATION	JULY 2023	\$70.22
530-4940-46011	9" JUMBOTISSUE	FASTENAL COMPANY	KSLIB100866	\$49.77
530-4940-46021	GAS SERVICE BILLING	BLACK HILLS CORPORATION	AUG #1 2023	\$301.99
530-4940-46026	FUEL	MADDEN OIL CO	4940/2306085855	\$150.34
530-4940-46028	INTERNET BILLING	EPIC TOUCH	WATER TOWERS	\$69.88
530-4940-46028	GOOGLE BUSINESS APPS	GOOGLE LLC	4772467581	\$162.00
530-4940-46087	REIMBURSEMENT-2023 WORK BOOTS	GOMEZ, FREDERIK	07/14/2023	\$73.75
530-4940-46087	REIMBURSE WORK BOOTS	ZAVALA, FERNANDO	07/11/23	\$100.00
530-4940-48090	FIRST AID KIT SERVICE	CINTAS FIRST AID & SAFETY	5167037585	\$134.92
530-4940-48110	TRANSACTION FEES/JUNE 2023	PAYMENTUS	INV-15-136683	\$10.95

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
Subtotal for Department 4940 :				\$2,708.60
Department: 4941 - WATER UTILITY				
530-4941-44024	ENGINE OIL/TRIMMER STRING	MEAD LUMBER DO IT CENTER	9401566	\$422.31
530-4941-44024	WEED KILLER	TEAM LABORATORY CHEMICAL LLC	INV0036764	\$971.50
530-4941-44026	DEKA BATTERY	KOST TRUCK SUPPLY INC	350197	\$169.30
530-4941-44026	DEKA BATTERY GROUP	KOST TRUCK SUPPLY INC	350245	\$338.60
530-4941-44030	MEASU-FUNNEL/QUART DRAIN PA	AUTO ZONE COMMERCIAL PROGRAM	1640104466	\$10.88
530-4941-44030	FUEL	MADDEN OIL CO	4942/2306085857	\$969.09
530-4941-44032	SUB ZERO/REFRIGERANT	AUTO ZONE COMMERCIAL PROGRAM	1640103631	\$53.47
530-4941-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9940217890	\$201.39
530-4941-45060	JULY UNIFORM/MAT SERVICE	UNIFIRST CORPORATION	JULY 2023	\$114.20
530-4941-46013	WATER SAMPLES	UNITED PARCEL SERVICE	000066E179293	\$72.15
530-4941-46013	WATER SAMPLES	UNITED PARCEL SERVICE	000066E179303	\$141.90
530-4941-46017	CHLORINE GAS	BRENNTAG SOUTHWEST INC	BSW474125	\$1,213.29
530-4941-46017	CHLORINE GAS	BRENNTAG SOUTHWEST INC	BSW474126	\$242.66
530-4941-46017	CHLORINE GAS	BRENNTAG SOUTHWEST INC	BSW474127	\$970.63
530-4941-46017	CHLORINE GAS	BRENNTAG SOUTHWEST INC	BSW474128	\$1,213.29
530-4941-46017	CHLORINE GAS	BRENNTAG SOUTHWEST INC	BSW474129	\$485.32
530-4941-46017	CHLORINE GAS	BRENNTAG SOUTHWEST INC	BSW474130	\$485.32
530-4941-46021	GAS SERVICE BILLING	BLACK HILLS CORPORATION	AUG #1 2023	\$433.06
530-4941-46021	NATURAL GAS SERVICE	CONSTELLATION NEWENERGY	3806277	\$1,391.48
530-4941-46022	WELL #61	CMS ELECTRIC COOP INC	12786/JULY 23	\$784.01
530-4941-46022	WELL #63	CMS ELECTRIC COOP INC	12786/JULY 23	\$1,420.50
530-4941-46022	WELL #62	CMS ELECTRIC COOP INC	12786/JULY 23	\$912.73

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
530-4941-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	AUG #1 2023	\$9,846.25
530-4941-46026	FUEL	MADDEN OIL CO	23060976	\$1,148.22
530-4941-46028	INTERNET SERVICE	IDEATEK TELCOM	327517	\$50.00
Subtotal for Department 4941 :				\$24,061.55

Department: 4942 - WATER DISTRIBUTION

530-4942-44029	PARTS FOR LINE METERS	CORE & MAIN LP	T186674	\$30.00
530-4942-44029	CR-RETURNED ANGLE VALVE NO LEAD	CORE & MAIN LP	T223575	(\$3,534.24)
530-4942-44032	UNIT #31 TIRE SERVICE	BEST ONE TIRE OF KANSAS INC	3330003919	\$748.12
530-4942-44032	FLAT REPAIR/UNIT #127	M & M TIRE SERVICE	151767	\$26.00
530-4942-44032	FLAT REPAIR/UNIT #28	M & M TIRE SERVICE	151782	\$26.00
530-4942-44032	LEAK SEAL/UNIT #31	O'REILLY AUTOMOTIVE STORES INC	1453-310942	\$39.98
530-4942-44036	MUELLE PARTS	CORE & MAIN LP	S228776	\$34.23
530-4942-44036	PARTS FOR LINE METERS	CORE & MAIN LP	T186674	\$5,889.54
530-4942-44036	4 HYMAX	CORE & MAIN LP	T194833	\$895.89
530-4942-44036	BRASS & STOCK	CORE & MAIN LP	T195764	\$910.92
530-4942-44036	SB CLAMP	CORE & MAIN LP	T202423	\$519.96
530-4942-44036	PVC PIPES	CORE & MAIN LP	T218667	\$1,216.00
530-4942-44036	SPRINKLER CABLE	WESTLAKE HARDWARE INC	7708536	\$23.85
530-4942-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9940217890	\$265.60
530-4942-45060	JULY UNIFORM/MAT SERVICE	UNIFIRST CORPORATION	JULY 2023	\$612.21
530-4942-46021	GAS SERVICE BILLING	BLACK HILLS CORPORATION	AUG #1 2023	\$48.08
530-4942-46026	HYDRANT OIL	CORE & MAIN LP	S657931	\$1,123.20
530-4942-46026	FUEL	MADDEN OIL CO	4942/2306085857	\$2,387.16
530-4942-46028	INTERNET SERVICE	IDEATEK TELCOM	327517	\$402.22

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
--------	-------------	-------------	---------	--------

Subtotal for Department 4942 : \$11,664.72

Department: 4950 - AIRPORT UTILITY

501-4950-42060	QUARTERLY DEDUCTIBLE BILLING STATEMENT	EMC INSURANCE COMPANIES	0X8-76-08 JULY 20	\$70.28
501-4950-43037	DEED OF RELEASE-COLBY 2022	PETTY CASH	6438	\$89.00
501-4950-44024	WORK LIGHT/RAIN GAUGE/FERTILIZER	WESTLAKE HARDWARE INC	7708417	\$259.94
501-4950-44024	LOPPER	WESTLAKE HARDWARE INC	7708452	\$38.99
501-4950-44024	DUAL SPRINKLERS	WESTLAKE HARDWARE INC	7708665	\$45.54
501-4950-44030	FITTINGS	TNT HYDRAULIC INC	30280	\$180.94
501-4950-44031	FITTING	WESTLAKE HARDWARE INC	7708570	\$2.79
501-4950-45030	AT&T SUBSCRIBER/ROUTER	AT&T	JULY 2023	\$61.90
501-4950-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9940217890	\$86.36
501-4950-45060	JULY UNIFORM/MAT SERVICE	UNIFIRST CORPORATION	JULY 2023	\$191.16
501-4950-46021	GAS SERVICE BILLING	BLACK HILLS CORPORATION	AUG #1 2023	\$425.90
501-4950-46026	FUEL	MADDEN OIL CO	23062152	\$1,739.03
501-4950-46026	FUEL	MADDEN OIL CO	4210/2306085850	\$509.37
501-4950-46028	GOOGLE BUSINESS APPS	GOOGLE LLC	4772467581	\$54.00
501-4950-46028	INTERNET SERVICE	IDEATEK TELCOM	327517	\$80.00
501-4950-46028	INTERNET SERVICE	IDEATEK TELCOM	327517	\$80.00
501-4950-46090	GATORADE/CUPS	WALMART COMMUNITY BRC	JULY 2023	\$138.54

Subtotal for Department 4950 : \$4,053.74

Department: 4951 - AIRPORT IMPROVEMENTS

503-4951-43034-100	SERV FOR MASTER PLAN PROJECT	LOCHNER	000015815-17	\$4,894.70
503-4951-43034-100	ENG AND INSP FOR APRON REHAB PROJECT	LOCHNER	CO0319657-C02	\$25,433.84
503-4951-43034-100	RUNWAY LIGHTING PROJECT	LOCHNER	TO0119923-6	\$2,850.00

Operator: daisy.torres 8/2/2023 7:26:24 PM

Page 27 of 37

Report ID: APLT33D

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
Subtotal for Department 4951 :				\$33,178.54
Department: 4953 - AIR MUSEUM				
504-4953-44030	PALLET TRUCK	ULINE	165634392	\$586.73
504-4953-44035	MAAM NORTH AC DRAIN REPAIR	HAVOC SUPPLY	92347	\$30.53
504-4953-44035	PEST CONTROL	RINE EXTERMINATING INC	61570	\$85.00
504-4953-44035	WALLPLATES	WALMART COMMUNITY BRC	JULY 2023	\$1.66
504-4953-44035	WASP TRAP REFILLS	WESTLAKE HARDWARE INC	7708608	\$15.18
504-4953-44035	PADLOCK	WESTLAKE HARDWARE INC	7708656	\$9.16
504-4953-44043	LEASE COPY MACHINE	SOS LEASING	SEPT 2023	\$162.12
504-4953-45030	AT&T SUBSCRIBER/ROUTER	AT&T	JULY 2023	\$61.90
504-4953-45030	MONTHLY PHONE SERVICE	AT&T	JULY 2023	\$425.14
504-4953-46010	PRESENTATION COVERS	SOUTHERN OFFICE SUPPLY INC	303233	\$86.56
504-4953-46010	OFFICE SUPPLIES	WALMART COMMUNITY BRC	JULY 2023	\$36.64
504-4953-46010	OFFICE SUPPLIES	WALMART COMMUNITY BRC	JULY 2023	\$5.52
504-4953-46010	OFFICE SUPPLIES	WALMART COMMUNITY BRC	JULY 2023	\$23.04
504-4953-46011	DUSTER REFILLS	SERVICE JANITORIAL SUPPLY INC	325728	\$112.00
504-4953-46011	CLEANING SUPPLIES	WALMART COMMUNITY BRC	JULY 2023	\$16.62
504-4953-46011	JANITORIAL SUPPLIES	WALMART COMMUNITY BRC	JULY 2023	\$79.44
504-4953-46011	ANGLE BROOMS	WESTLAKE HARDWARE INC	7708656	\$47.97
504-4953-46013	FREIGHT CHARGE/PALLET TRUCK	ULINE	165669112	\$21.02
504-4953-46021	NATURAL GAS SERVICE	CONSTELLATION NEWENERGY	3806277	\$6.94
504-4953-46028	GOOGLE BUSINESS APPS	GOOGLE LLC	4772467581	\$108.00
504-4953-46028	INTERNET SERVICE	IDEATEK TELCOM	327517	\$80.00
504-4953-46610	GIFT SHOP RESALE ITEMS	WOWTOYZ	84055	\$802.69

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
504-4953-48084	PAINTER'S TAPE	SHERWIN WILLIAMS	8958-3	\$21.66
504-4953-48084	POSTER PRINT	SOUTHERN OFFICE SUPPLY INC	303253	\$30.00
504-4953-48084	SPRAY PAINT	WALMART COMMUNITY BRC	JULY 2023	\$11.96
504-4953-48084	PAINT SUPPLIES	WALMART COMMUNITY BRC	JULY 2023	\$13.13
504-4953-48084	SEAT CUSHIONS	WALMART COMMUNITY BRC	JULY 2023	\$55.86
504-4953-48084	GLUE	WALMART COMMUNITY BRC	JULY 2023	\$10.98
504-4953-48084	TAPE/GLUE/PAINT SUPPLIES	WESTLAKE HARDWARE INC	7708250	\$129.52
504-4953-48084	RATCHET STRAPS	WESTLAKE HARDWARE INC	7708297	\$107.96
504-4953-48084	PAINT SUPPLIES	WESTLAKE HARDWARE INC	7708392	\$14.58
504-4953-48084	PAINT	WESTLAKE HARDWARE INC	7708506	\$57.94
Subtotal for Department 4953 :				\$3,257.45

Department: 4956 - AIR MUSEUM/ROBOTICS

209-4956-48090-004	SNACKS/ROBOTICS	WALMART COMMUNITY BRC	JULY 2023	\$97.10
Subtotal for Department 4956 :				\$97.10

Department: 4970 - CONVENTION/TOURISM

206-4970-43080	3RD QUARTER DUES-JULY TO SEPT 2023	LIBERAL LIONS CLUB	07/15/2023	\$32.50
206-4970-44043	LEASE COPY MACHINE	SOS LEASING	SEPT 2023	\$248.33
206-4970-45030	AT&T SUBSCRIBER/ROUTER	AT&T	JULY 2023	\$61.90
206-4970-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9940217890	\$41.35
206-4970-45040	MONTH KSN COMMERCIALS/SOCIAL MEDIA CAMPAIGN	KSN	A3997090-2	\$2,980.00
206-4970-45080	ONE WAY DELI LUNCH	PETTY CASH	6440	\$144.00
206-4970-45080	SUPPLIES	WALMART COMMUNITY BRC	JULY 2023	\$11.92
206-4970-46010	OFFICE SUPPLIES	SOUTHERN OFFICE SUPPLY INC	303775	\$83.76
206-4970-46021	GAS SERVICE BILLING	BLACK HILLS CORPORATION	AUG #1 2023	\$31.21

Operator: daisy.torres

8/2/2023 7:26:24 PM

Page 29 of 37

Report ID: APLT33D

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
206-4970-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	AUG #1 2023	\$241.02
206-4970-46028	GOOGLE BUSINESS APPS	GOOGLE LLC	4772467581	\$72.00
206-4970-46028	INTERNET SERVICE	IDEATEK TELCOM	327517	\$83.00
206-4970-46028	WEB MAINTENANCE	JENRUS FREELANCE	3927	\$143.88
206-4970-46090	SUPPLIES	WALMART COMMUNITY BRC	JULY 2023	\$22.70
206-4970-49771	CUSTOM DESIGN METAL LAPEL	HOG EYE INC	334792	\$772.50
206-4970-49779	DIGITAL MARKETING	GATEHOUSE MEDIA KANSAS HOLDING	0005694731	\$14.97
Subtotal for Department 4970 :				\$4,985.04

Department: 5050 - CONSTRUCTION IMPROVEMENTS

301-5050-44030	09/19/2022-SAMSUNG BET-H 82" 4K UHD COMMERCIAL LE	B & H PHOTO VIDEO	205974039	(\$1,468.50)
301-5050-44050-700	PV #7 - 05/16/22	DEAN E NORRIS, INC	PV #6 & PV #7	\$8,620.80
301-5050-44050-700	PV #6 - 04/20/22	DEAN E NORRIS, INC	PV #6 & PV #7	\$8,871.39
301-5050-46021-700	GAS SERVICE BILLING	BLACK HILLS CORPORATION	AUG #1 2023	\$335.52
Subtotal for Department 5050 :				\$16,359.21

Department: 6010 - GENERAL OPERATIONS

260-6010-43013	STORM SEWER INVENTORY	BENESCH	251322	\$27,852.50
260-6010-44030	CHAINSAW CHAINS	WESTLAKE HARDWARE INC	7708316	\$174.99
260-6010-44032	GLASS CLEANER FOR STREET SWEEPERS	CHRYSLER CORNER INC	318272	\$70.20
260-6010-44032	TIRE/UNIT #155	M & M TIRE SERVICE	151163	\$166.34
260-6010-44032	BRUSH MOTOR/UNIT #187	RED EQUIPMENT LLC	P00226	\$587.81
260-6010-44062	COLD PATCH	ASCO	PSO423959	\$2,798.63
260-6010-46021	GAS SERVICE BILLING	BLACK HILLS CORPORATION	AUG #1 2023	\$29.05
Subtotal for Department 6010 :				\$31,679.52

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
--------	-------------	-------------	---------	--------

Department: 6012 - OTHER IMPROVEMENTS

260-6012-48037	CHIP SEAL/NORTH LIBERAL	B & H PAVING INC	2367	\$370,075.00
Subtotal for Department 6012 :				\$370,075.00

Department: 6017 - RECREATION IMPROVEMENTS

260-6017-44030	WESTPORT BENTCH BARN GRAY	ARLAN COMPANY INC	15200	\$1,582.45
260-6017-44031	FLY TRAPS/NOZZLES	WESTLAKE HARDWARE INC	7708265	\$51.95
260-6017-44031	CONCRETE CRACK SEAL	WESTLAKE HARDWARE INC	7708286	\$38.97
260-6017-46017	TEST STRIPS	WESTLAKE HARDWARE INC	7708265	\$28.47
Subtotal for Department 6017 :				\$1,701.84

Department: 6020 - ECONOMIC DEVELOPMENT

261-6020-43080	FY 2023-2024 MEMBERSHIP DUES	ECONOMIC LIFELINES	1343	\$1,000.00
261-6020-45030	AT&T SUBSCRIBER/ROUTER	AT&T	JULY 2023	\$61.90
261-6020-46028	GOOGLE BUSINESS APPS	GOOGLE LLC	4772467581	\$54.00
261-6020-48040	2023 APPROPRIATION	SEWARD COUNTY DEVELOPMENT COR PORATION	07/28/2023	\$200,000.00
Subtotal for Department 6020 :				\$201,115.90

Department: 6021 - PUBLIC TRANSPORTATION

261-6021-44032	UNIT #218-REPLACE ROOF HATCH/MOUNT FRONT SIGN	CHANCE'S SERVICE CENTER	005129	\$346.35
261-6021-44032	UNIT #219-IUK SERVICE/TURN SIGNAL REPLACEMENT	CHANCE'S SERVICE CENTER	0059089	\$143.75
261-6021-44032	UNIT #215-REPLACE WHEEL STUDS	CHANCE'S SERVICE CENTER	0059108	\$572.56
261-6021-44032	UNIT #217-OIL SERVICE	CHANCE'S SERVICE CENTER	0059136	\$528.34
261-6021-44032	UNIT #218-REPLACE BLOWER MOTOR	CHANCE'S SERVICE CENTER	0059139	\$179.18
261-6021-44032	UNIT #219-INST AND REPLACE COIL BOOT COIL #2	CHANCE'S SERVICE CENTER	0059178	\$385.94

Operator: daisy.torres

8/2/2023 7:26:24 PM

Page 31 of 37

Report ID: APLT33D

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
261-6021-44032	UNIT #217 - TIRE SERVICE	KANSASLAND TIRE CO	17272	\$928.39
261-6021-45030	AT&T SUBSCRIBER/ROUTER	AT&T	JULY 2023	\$61.90
261-6021-45040	CITY BUS-ADVERTISEMENT	DEX-YP	610057368506	\$128.32
261-6021-46010	OFFICE SUPPLIES	WALMART COMMUNITY BRC	JULY 2023	\$28.44
261-6021-46011	DISINFECTANT SPRAY/PAPER TOWELS	SERVICE JANITORIAL SUPPLY INC	325733	\$149.70
261-6021-46028	GOOGLE BUSINESS APPS	GOOGLE LLC	4772467581	\$36.00
Subtotal for Department 6021 :				\$3,488.87

Department: 6030 - CRIME/DRUG PREVENTION

262-6030-48095	POSTERS/LIBERAL NIGHT OUT	SOUTHERN OFFICE SUPPLY INC	303168	\$60.00
Subtotal for Department 6030 :				\$60.00

Department: 6040 - HOUSING

263-6040-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9940217890	\$41.35
263-6040-46028	GOOGLE BUSINESS APPS	GOOGLE LLC	4772467581	\$36.00
263-6040-48090	VACANT LOTS APPRAISAL/SUNFLOWER BLVD & QUAIL CT	WINCHESTER ENTERPRISES	23047	\$2,400.00
263-6040-48851	1227 SUNSET AVE-A HERNANDEZ BUSTOS	AMERICAN TITLE & ABSTRACT SPEC IN	07/27/2023	\$3,000.00
263-6040-48851	403 N WESTERN AVE-E MONTEZ	DOWN THE BLOCK HEATING & COOLIN	1041	\$2,000.00
263-6040-48851	803 POPLAR-M ROSALES	ERIVES LAWN CARE	07/26/2023	\$2,000.00
263-6040-48851	501 E 8TH STREET-R LOVE	VERONICA'S CONSTRUCTION	07/20/2023	\$2,000.00
Subtotal for Department 6040 :				\$11,477.35

Department: 6050 - BEAUTIFICATION

264-6050-44030	HUSTLER MOWER PIGTAIL	AMAZON CAPITAL SERVICES	1CD4-739D-DVC4	\$12.99
264-6050-44030	JACOBSEN MOWER TIRES	AMAZON CAPITAL SERVICES	1CD4-739D-DVC4	\$58.19
264-6050-44030	TIRE REPAIR	AUTO ZONE COMMERCIAL PROGRAM	1640098479	\$28.58

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
264-6050-44030	LIGHT CONNECTOR	BUMPER TO BUMPER AUTO PARTS LIB	511566	\$14.62
264-6050-44030	CAPACITOR FOR ICE MACHINE	HAVOC SUPPLY	92495	\$11.49
264-6050-44030	HUSTLER MOWERS HYD FILTERS	KEATING TRACTOR & EQUIPMENT INC	332014	\$421.72
264-6050-44030	HUSTLER MOWER BELT	KEATING TRACTOR & EQUIPMENT INC	332870	\$76.44
264-6050-44030	HUSTLER MOWER BELT	KEATING TRACTOR & EQUIPMENT INC	332872	\$65.17
264-6050-44030	HUSTLER MOWER WHEEL	KEATING TRACTOR & EQUIPMENT INC	332874	\$75.60
264-6050-44030	TIRE	M & M TIRE SERVICE	151549	\$132.28
264-6050-44030	CONNECTOR	NAPA OF LIBERAL	670997	\$12.92
264-6050-44030	CREDIT/RETURN CONNECTOR	NAPA OF LIBERAL	671500	(\$12.92)
264-6050-44030	COOKING SPRAY	WALMART COMMUNITY BRC	JULY 2023	\$2.52
264-6050-44030	GREASE FITTING	WESTLAKE HARDWARE INC	7708301	\$7.59
264-6050-44030	GREASE/INSECT REPELLANT/GREASE FITTING	WESTLAKE HARDWARE INC	7708301	\$39.35
264-6050-44030	BAR/CHAIN	WESTLAKE HARDWARE INC	7708328	\$144.00
264-6050-44030	CHAINSAW CHAIN	WESTLAKE HARDWARE INC	7708336	\$28.00
264-6050-44030	CHAINSAW HEAD	WESTLAKE HARDWARE INC	7708420	\$167.00
264-6050-44030	CHAINSAW CHAIN	WESTLAKE HARDWARE INC	7708421	\$25.00
264-6050-44031	CAULK	MEAD LUMBER DO IT CENTER	9404614	\$7.00
264-6050-44031	FITTINGS	MEAD LUMBER DO IT CENTER	9439132	\$9.13
264-6050-44031	BULBS	STANION WHOLESALE ELECTRIC CO	5574823-00	\$38.50
264-6050-44031	ELECTRICAL SUPPLIES	STANION WHOLESALE ELECTRIC CO	5576504-00	\$32.78
264-6050-44031	ELECTRICAL SUPPLIES	STANION WHOLESALE ELECTRIC CO	5576796-00	\$68.76
264-6050-44031	COVER BOXES/FITTINGS	WESTLAKE HARDWARE INC	7708492	\$29.76
264-6050-44031	BARREL BOLT	WESTLAKE HARDWARE INC	7708501	\$9.99
264-6050-44032	TUCK #38-DURALAS BMR	AUTO ZONE COMMERCIAL PROGRAM	1640094444	\$19.99
264-6050-44032	TRUCK #38 BLOWER HEATER	AUTO ZONE COMMERCIAL PROGRAM	1640097682	\$18.80

Operator: daisy.torres

8/2/2023 7:26:24 PM

Page 33 of 37

Report ID: APLT33D

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
264-6050-44032	TRUCK #38-4 SEASON AC COMPRESSOR KIT	AUTO ZONE COMMERCIAL PROGRAM	1640098684	\$223.19
264-6050-44032	UNIT \$38 4 SEASONS NEW AC-RETURNED	AUTO ZONE COMMERCIAL PROGRAM	1640099833	\$198.99
264-6050-44032	CR-UNIT38 4 SEASONS NEW AC	AUTO ZONE COMMERCIAL PROGRAM	1640100112	(\$198.99)
264-6050-44032	TRUCK #38 AC SERVICE PORT	BUMPER TO BUMPER AUTO PARTS LIB	511568	\$3.83
264-6050-44032	TIRE/UNIT #10	M & M TIRE SERVICE	151824	\$156.25
264-6050-44032	SAW BLADE	WESTLAKE HARDWARE INC	7708257	\$39.99
264-6050-46011	TISSUE PAPER	SERVICE JANITORIAL SUPPLY INC	325840	\$91.35
264-6050-46011	PAPER TOWELS	SERVICE JANITORIAL SUPPLY INC	325969	\$92.15
264-6050-46011	JANITORIAL SUPPLIES	SERVICE JANITORIAL SUPPLY INC	325970	\$156.50
264-6050-46011	PAPER TOWELS	WALMART COMMUNITY BRC	JULY 2023	\$17.72
264-6050-46017	REPELLANT	WALMART COMMUNITY BRC	JULY 2023	\$53.80
264-6050-46021	GAS SERVICE BILLING	BLACK HILLS CORPORATION	AUG #1 2023	\$87.15
264-6050-46021	GAS SERVICE BILLING	BLACK HILLS CORPORATION	AUG #1 2023	\$32.24
264-6050-46021	NATURAL GAS SERVICE	CONSTELLATION NEWENERGY	3806277	\$2.77
264-6050-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	AUG #1 2023	\$33.15
264-6050-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	AUG #1 2023	\$164.57
264-6050-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	AUG #1 2023	\$276.83
264-6050-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	AUG #1 2023	\$647.34
264-6050-46026	OIL	WALMART COMMUNITY BRC	JULY 2023	\$134.85
264-6050-46026	OIL	WALMART COMMUNITY BRC	JULY 2023	\$539.40
264-6050-46032	PVC CEMENT	HAVOC SUPPLY	92460	\$26.50

Subtotal for Department 6050 : \$4,324.83

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
--------	-------------	-------------	---------	--------

Grand Total : \$1,330,021.69

Department Totals		
Department	Dept. Description	Department Total
0000	NONDEPARTMENTAL	\$2,888.31
4100	NON DEPARTMENTAL	\$10,176.58
4110	LEGISLATIVE	\$2,155.44
4120	MUNICIPAL COURT/DIVE	\$18,223.09
4130	CITY MANAGER	\$494.27
4150	FINANCE DEPARTMENT	\$678.02
4152	PERSONNEL DEPARTMEN	\$136.80
4160	BUILDING MAINTENANCE	\$253.10
4180	I.T. DEPARTMENT	\$1,448.61
4210	POLICE ADMINISTRATION	\$12,747.61
4211	ANIMAL CONTROL DIVISI	\$3,370.81
4220	FIRE	\$18,217.59
4240	BUILDING INSPECTION SV	\$11,291.97
4250	COMMUNICATIONS	\$3,128.92
4290	TRAFFIC CONTROL MAIN	\$1,009.52
4300	STREET/HIGHWAY	\$397,264.65
4320	REFUSE	\$63,345.37
4330	FLEET MAINTENANCE	\$481.42

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
	4340	ENGINEERING		\$97.90
	4350	SEWER ADMINISTRATIVE		\$4,159.21
	4351	SEWER LINE CLEANING		\$542.85
	4352	SEWER PLANT OPERATIO		\$3,101.12
	4370	STREET LIGHTING		\$154.21
	4500	RECREATION ADMINISTR		\$9,812.04
	4520	RECREATION		\$3,754.82
	4521	GRIFF GOLF		\$14.99
	4540	SWIMMING POOL		\$6,745.97
	4550	GOLF COURSE		\$17,381.60
	4560	PARKS		\$851.73
	4570	PARKS		\$860.27
	4580	ARKALON RECREATIONA		\$1,254.28
	4611	DEPOT BUILDING FACILIT		\$760.51
	4612	GRIER HOUSE		\$3,000.40
	4920	CEMETERY		\$317.97
	4930	UTILITY BILLING		\$5,610.48
	4940	WATER UTILITY ADMIN		\$2,708.60
	4941	WATER UTILITY		\$24,061.55
	4942	WATER DISTRIBUTION		\$11,664.72
	4950	AIRPORT UTILITY		\$4,053.74
	4951	AIRPORT IMPROVEMENT		\$33,178.54

Operator: daisy.torres

8/2/2023 7:26:24 PM

Page 36 of 37

Report ID: APLT33D

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
	4953	AIR MUSEUM		\$3,257.45
	4956	AIR MUSEUM/ROBOTICS		\$97.10
	4970	CONVENTION/TOURISM		\$4,985.04
	5050	CONSTRUCTION IMPROV		\$16,359.21
	6010	GENERAL OPERATIONS		\$31,679.52
	6012	OTHER IMPROVEMENTS		\$370,075.00
	6017	RECREATION IMPROVEM		\$1,701.84
	6020	ECONOMIC DEVELOPMEN		\$201,115.90
	6021	PUBLIC TRANSPORTATIO		\$3,488.87
	6030	CRIME/DRUG PREVENTIO		\$60.00
	6040	HOUSING		\$11,477.35
	6050	BEAUTIFICATION		\$4,324.83
		Grand Total:		\$1,330,021.69

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
--------	-------------	-------------	---------	--------

Department: 4520 - RECREATION

100-4520-46222	OFFICIAL-MEN'S SOFTBALL	DEATON, KURT	07/10/2023	\$560.00
100-4520-46222	SCOREKEEPER-MENS SOFTBALL	JORDAN, CONNIE	07/10/2023	\$240.00
100-4520-46222	SCOREKEEPER-SB	TODD, JOHN	07/10/2023	\$325.00
100-4520-46222	SCOREKEEPER-SB	TODD, BECKY	07/10/2023	\$320.00
100-4520-46222	OFFICIAL-SB	ZANGHI SR, ARDON	07/10/2023	\$455.00
100-4520-46239	OFFICIAL-BASKETBALL	DUNLAP, JASON	123	\$180.00
100-4520-46239	OFFICIAL-BASKETBALL	DUNLAP, JASON	124	\$105.00
100-4520-46239	OFFICIAL-BASKETBALL	ESSIX, ERIC	713	\$180.00
100-4520-46239	OFFICIAL-BASKETBALL	ESSIX, ERIC	714	\$105.00
100-4520-46239	OFFICIAL-LK SUPER LEAGUE	MUNOZ, MARIO	07/17/2023	\$150.00

Subtotal for Department 4520 : \$2,620.00

Grand Total : \$2,620.00

Department Totals		
Department	Dept. Description	Department Total
4520	RECREATION	\$2,620.00
Grand Total:		\$2,620.00

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
--------	-------------	-------------	---------	--------

Department: 4520 - RECREATION

100-4520-46219	OFFICIAL-SOFBALL/PITCH/BASEBALL	HERNANDEZ, SAMUEL	06/05/2023	\$520.00
100-4520-46231	SCOREKEEPER-SOFTBALL/BASEBALL/COACH PITCH	AGUIRRE, CAROL	06/05/2023	\$330.00
100-4520-46231	OFFICIAL-TBALL/BLASTBALL/COACH PITCH	ALEXANDER, MCKENNA LYNN	06/13/2023	\$375.00
100-4520-46231	OFFICIAL-BLASTBALL/SOFTBALL	ARMENDARIZ MARTA, MARIANA G	06/05/2023	\$110.00
100-4520-46231	OFFICIAL-BLASTBALL/TBALL/COACH PITCH	GALINDO, LESSLIE	06/05/2023	\$522.00
100-4520-46231	OFFICIAL-YOUTH BASKETBALL	GONZALEZ, JAYDEN GADIEL	06/21/2023	\$40.00
100-4520-46231	SCOREKEEPER-SOFTBALL	GUTIERREZ AVILA, CELIA DANIELA	06/26/2023	\$40.00
100-4520-46231	OFFICIAL-SOFBALL/GIRLS PITCH/BASEBALL	HERNANDEZ MEDINA, CESAR NOEL	06/05/2023	\$330.00
100-4520-46231	OFFICIAL-TBALL/COACH PITCH/BASEBALL	STARR, DRAVEN	06/06/2023	\$290.00
100-4520-46231	OFFICIAL-SOFBALL/COACH PITCH/BASEBALL	WERNER, JAMES	06/05/2023	\$660.00
Subtotal for Department 4520 :				\$3,217.00

Department: 4550 - GOLF COURSE

100-4550-44024	DEEP TINE AERATION OF GREENS	MIDWEST TURF	17290	\$2,050.00
Subtotal for Department 4550 :				\$2,050.00

Grand Total : \$5,267.00

Department Totals		
Department	Dept. Description	Department Total
4520	RECREATION	\$3,217.00
4550	GOLF COURSE	\$2,050.00
Grand Total:		\$5,267.00

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
Department: 4520 - RECREATION				
100-4520-46222	OFFICIAL-MENS SOFTBALL	DEATON, KURT	07/20/2023	\$420.00
100-4520-46222	SCOREKEEPER-SOFTBALL	TODD, JOHN	07/20/2023	\$225.00
100-4520-46222	SCOREKEEPER-SOFTBALL	TODD, BECKY	07/20/2023	\$240.00
100-4520-46222	SCOREKEEPER-MENS SOFTBALL	TORRES, ELYSE	72023	\$300.00
100-4520-46222	OFFICIAL-SOFTBALL	ZANGHI SR, ARDON	07/20/2023	\$420.00
100-4520-46239	OFFICIAL-3V3 BASKETBALL	DUNLAP, JASON	203	\$200.00
100-4520-46239	OFFICIAL-3V3 BASKETBALL	DUNLAP, JASON	21	\$120.00
100-4520-46239	OFFICIAL-3V3 BASKETBALL	ESSIX, ERIC	721	\$120.00
100-4520-46239	OFFICIAL-LK SUPER LEAGUE	MUNOZ, MARIO	07/24/2023	\$200.00
100-4520-46239	OFFICIAL-3V3 BASKETBALL	MUNOZ, MARIO	72	\$150.00
100-4520-46248	REIMBURSEMENT-SLK SUPER LEAGUE OFFICIALS	SPORTS TOURNAMENT PETTY CASH	90784	\$1,950.00

Subtotal for Department 4520 : \$4,345.00

Grand Total : \$4,345.00

Department Totals		
Department	Dept. Description	Department Total
4520	RECREATION	\$4,345.00
Grand Total:		\$4,345.00



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

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

Date: August 8, 2023

From:

RE: ADJOURNMENT

Recommendation: