



City Commission Agenda
Tuesday, October 11, 2022, 5:30 p.m.
Blue Bonnet Community Building, 1109 West 7th

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



1. AWARDS, PROCLAMATIONS, PRESENTATIONS: National Disability Employment Awareness Month.

2. APPROVAL OF AGENDA:

3. MINUTES- Approve the September 27, 2022 Regular Meeting.

4. ITEMS FROM CITIZENS

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

5. ITEMS FROM GROUPS:

6. CONSENT AGENDA

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

a. Approval of Airport Leases:

1. #25.00	Dickson Aerial Spraying	\$1,739.70	1 Year.
2. #34.02	Gary Classen	\$700.80	1 Year.
3. #94.00	Richardson Trucking, Inc.	\$4,840.48	1 Year.
4. #112.02	Alvin Beavers	\$1,116.90	1 Year.
5. #143.00	W.H. Rentals	\$490.56	1 Year.
6. #191.01	Plunkett's Pest Control	\$875.00	1 Year.
7. #TN-02.00	Myriad Restoration	\$848.81	1 Year.

b. Approval of Cereal Malt Beverage License:

- | | |
|---------------------|--------------------|
| 1. OLE Mexican Eats | 610 N. Kansas Ave. |
|---------------------|--------------------|

7. Executive Session- A Ten (10) Minute Executive Session Per K.S.A. 75-4319 (b)(2) for Consultation with an Attorney for the Public Body or Agency Which Would be Deemed Privileged in the Attorney-Client Relationship.

8. Ordinance No. 4585- Special Use for 333 W 18th St. ATT Tower on Liberal Country Club.

9. Resolution No. 2386- The Submittal of A 2023 Heritage Trust Fund Grant from The Kansas State Historical Society.

10. TITLE VI Policy.
11. Liberal City Bus- TITLE VI.
12. Liberal Recreation Sprinkler System Bid.
13. CITY STAFF
14. CITY MANAGER REPORT
15. ITEMS FROM COMMISSIONERS
16. VOUCHERS

♦ Adjournment

THE REGULAR MEETING OF THE LIBERAL CITY COMMISSION
September 27, 2022

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, September 27, 2022.

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

City Staff Present: City Manager Rusty Varnado, Assistant City Manager Brad Beer, Assistant City Manager Chris Ford, City Clerk Alicia Hidalgo, Building Services Director Keith Bridenstine, Police Captain Jeff Wade, and City Attorney Lynn Koehn.

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

1. AWARDS, PROCLAMATIONS, PRESENTATIONS. Fire Prevention Week.

Mayor Parsons read and presented the Fire Prevention Week to Sparky and the Liberal Fire Department.

2. APPROVAL OF AGENDA.

Item #18 – Executive Session was added.

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

3. MINUTES: - September 13, 2022 Regular Meeting.

Vice Mayor Linenbroker moved to approve the September 13, 2022, regular meeting minutes, as printed, with Commissioner Vazquez seconding the motion. The motion carried unanimously.

4. Items from Citizens.

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

- City Manager Varnado introduced Scarlett Diseker as the Accounting Director. The Commission welcomed her.

5. Items from Groups.

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

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. Acknowledge Receipt of Minutes:

1. Liberal Convention & Tourism Board, September 15, 2022.

Mayor Parsons inquired if the Commission wished to remove any items for further discussion.

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

7. Adolescent Support Services Discussion.

- Ivanhoe Love, Adolescent Support Services Director, went over what Adolescent Support does. They are requesting continued support for funding for both truancy and teen court. He gave the background of Truancy and referred to the documents he provided to the City Commission.
- Candy Archuleta. She has worked for Adolescent Support for four years and it is very rewarding. She explained how the Truancy Program works.
- Alfredo Chavez was in the Truancy Program. It made him realize school is important. It gave him a second chance so he is not in trouble with the law.
- Mr. Love stated it is a good program and sets a good standard for the kids. He also stated back when it was put together, the City, County & USD 480 agreed to have one of their Board Members at Truancy. That has not been the case with the City. He encouraged the Commission to attend.
- Mike Aguilar is the Teen Court Coordinator and has been with them for 5 ½ years. He explained it is a voluntary program and gave information for participation. They have had high success with the program.
- Additional discussion was held regarding their employees.

8. Ordinance No. 4583 – Vacation of Alley in Block 23 of the Airport Industrial Park.

Mayor Parsons requested Commission consideration of Ordinance No. 4583, entitled "AN ORDINANCE VACATING A TWENTY FOOT (20') BY ONE THOUSAND SEVENTY-FOUR FEET (1074') PLATTED ALLEY BETWEEN LOTS ONE (1) THROUGH EIGHT (8) AND LOTS NINE (9) THROUGH EIGHTEEN (18) OF BLOCK TWENTY-THREE (23) OF THE AIRPORT INDUSTRIAL PARK ADDITION TO THE CITY OF LIBERAL, SEWARD COUNTY, KANSAS WHILE RETAINING THE UTILITY EASEMENT FOR THE SAME."

- Building Services Director Keith Bridenstine stated the Ordinance will vacate the platted alley through Block 23 of the Airport Industrial Park. The City will retain an easement for utility purposes; the only utility currently in the alley is city sewer. This will aid in the development of the properties.

Vice Mayor Linenbroker moved to adopt Ordinance No. 4583, with Commissioner Vazquez seconding the motion. The motion carried unanimously.

9. Ordinance No. 4584 – Establishing the Traffic Safety Board for the City of Liberal.

Mayor Parsons requested Commission consideration of Ordinance No. 4584, entitled "AN ORDINANCE ESTABLISHING THE TRAFFIC SAFETY BOARD WITHIN THE CORPORATE LIMITS OF THE CITY OF LIBERAL, KANSAS; CREATING CHAPTER 17 ARTICLE 12 OF THE CODE OF ORDINANCES OF THE CITY OF LIBERAL."

- Building Services Director Keith Bridenstine stated the ordinance will establish a Traffic Safety Board for the City of Liberal. The ordinance from the packet was updated to include verbiage as to how members would be added, the delegation of authority would be referred to the City Manager, and appeals to the Commission. Section B was changed to match City Code.

Commissioner Warren moved to adopt Ordinance No. 4584, with Commissioner Vazquez seconding the motion. The motion carried unanimously.

10. Replat of a Portion of the Holly Ridge 4th Addition.

- Building Services Director Keith Bridenstine stated the Liberal Metropolitan Area Planning Commission conducted a hearing on September 8 for the replat of the Holly Ridge 4th Addition. It was reviewed, approved, and recommended to the City Commission with the condition that any building would still require a 30' front yard setback without a variance per City Code. The replat will correct possible drainage issues.

- Additional discussion was held.

Commissioner Warren moved to approve the replat of the Holly Ridge 4th Addition, with Commissioner Vazquez seconding the motion. The motion carried by a vote of 4 to 1, with Vice Mayor Linenbroker against.

11. Police Department – Purchase of 15 WatchGuard 4RE In Car Recording System.

- Staff is requesting to purchase 15 WatchGuard 4RE in car recording systems. This was presented during the ARPA work session. The total price for the 4RE hardware purchase from Motorola Solutions is \$69,810. The server upgrade from CDW in the amount of \$8,418.46, is for the additional server storage to accommodate the new video recordings. J&R Audio will install the 15 units at a cost of \$5,250. The grand total for everything is \$83,478.46. Everything will be funded with ARPA funds.

Vice Mayor Linenbroker moved to approve the purchase of 15 WatchGuard 4RE In Car Recording Systems from Watchguard Hardware in the amount of \$69,810, with Commissioner Lara seconding the motion. The motion carried unanimously.

Vice Mayor Linenbroker moved to approve the Police Department to purchase a server for the storage upgrade from CDW in the amount of \$8,418.46, with Commissioner Vazquez seconding the motion. The motion carried unanimously.

Vice Mayor Linenbroker moved to approve the installation of the Watchguard 4RE camera systems in their police cars from J&R Audio out of Holcomb, Kansas, in the amount of \$5,250, with Commissioner Lara seconding the motion. The motion carried unanimously.

12. Board Appointment – Liberal Convention and Visitors Bureau Advisory Board.

- City Manager Varnado stated Staff recommends appointing Devon Ponder, Comfort Suites General Manager, to a four-year term and reappointing Jay Bhakta, owner of Quality Inn and Motel 6, to another four-year term to the Liberal Convention and Visitors Bureau Advisory Board.

Commissioner Vazquez approve Devon Ponder to the Liberal Convention and Visitors Bureau Advisory Board and reappoint Jay Bhakta to an additional four-year term ending in October 2026, with Commissioner Lara seconding the motion. The motion carried unanimously.

13. Viewpoint Documentary.

- City Manager Varnado stated the City was approached a month ago to be the focus of a short documentary. Viewpoint is an educational documentary-style television program on public television. Dennis Quad will say a few lines then they will show the documentary. It is three short documentaries we can use to promote the City. He had a conference call with the producer, Sally Fuller, Tourism Director, and Janeth. They talked about the marketability, the longer-reaching impacts, and the ability to highlight an aspect of the community that we can use for development, tourism, or some other internal product. Janeth researched this for the hospital before so she can give a rundown of the corporate profile. The overall cost is \$250,000 and our portion is about \$25,500 unless they can't do all of the production work internally in their south Florida studio. We would have to pay the additional \$3,400. They very seldom cannot do all the production work out of their own studio.

- The budget is sufficient in the Economic Development portion of the One Cent Sales Tax to fund the \$25,500. We own the rights to the material. We have a lot of creative latitude on what the focus story is. He volunteered Janeth as the spokesperson. They talked about maybe someone who came to America and started at National Beef, saved their money, and then started a thriving business in Liberal, maybe something from the agricultural community. The exact focus of the 5-6 minutes portion was not narrowed down.

- Commissioner Vazquez thinks they are a prestigious company. They create powerful short videos. That is what is trending and getting people's attention. With all the advertising, we have 3 seconds to catch people's attention. She thinks they will do a good job highlighting Liberal. What stands out to her is this is the friendliest city in the whole United States and that is one aspect we can use this content for. This is something we can continue to use for a long time.

- Mayor Parsons stated they use this to fill in spots on Fox News, CNN, and MSNBC.
 - Additional discussion was held and it was noted the City Attorney reviewed the contract.
- Commissioner Vazquez moved to partner with Viewpoint Documentary to create promotional projects for the City of Liberal not to exceed the amount of \$29,000, funded through the Economic Portion of the One Cent Sales Tax, with Commissioner Warren seconding the motion. The motion carried unanimously.*

14. CITY STAFF.

- Assistant City Manager Brad Beer stated Highway 54 has been striped. It looks nice; they did an excellent job.
- Assistant City Manager Chris Ford had a question related to Item #7; he knows it says discussion the item. For your information, the Adolescent Support Services for Truancy and Teen Court were both budgeted out of Crime Prevention in the One Cent Sales Tax, but traditionally in the past, we have approved a dollar amount specifically for their activities. For the 2022 budget, the request was the same identical amount but \$60,000 was approved. He wanted to verify that the Commission is okay with that amount.
- City Manager Varnado questioned if it was allocated from the Not-for-Profits and stated only \$56,000 was allocated for 2023.
- Assistant City Manager Ford stated that is correct.
- City Manager Varnado noted the Commission allocated \$56,000 for Truancy and Teen Court.
- It was noted Adolescent Support Services funding comes out of Crime Prevention.
- Commissioner Lara stated Ivanhoe requested \$74,351 for both programs.
- Commissioner Warren noted they didn't ask what the County and school funded.
- City Manager Varnado had a discussion with him that the Commission allocated \$56,000, not the full request.
- Black Hills Energy has its annual Citizens Advisory Council on Tuesday, October 4 from 5-7 p.m. at Billy's.

15. CITY MANAGER REPORT

- City Manager Varnado noted they expected to have sprinkler bids, but Staff had to redo the bids because they needed to be sealed bids. The bids will be opened on October 11 and be on the agenda at the next meeting. The audit will be late. Chris filed an extension and we hope to have it by the end of October. There is nothing alarming; we are just behind. Staff has until Friday to submit ARPA request lists. He will compile it and put an ARPA work session together by end of October. Alicia sent out a note to staff about updating the fee schedules. We will present that to the Commission in November for January implementation. The improvements at Mahuron Park are significant. He was asked if we could have a Grand Reopening of the park when it's complete. It is a lot of work, but the Street Department was able to get asphalt. When asphalt is available, they have to stop what they are doing and work on the asphalt so the work is delayed. Sometime this fall, we will have a grand reopening at Mahuron Park with the new court. The new playground equipment will not be here since the grant approval is in November.
- The beer cart at the golf course was suspended due to issues with it. Staff agreed to have it back for the tournament on Saturday only. Once this portion of the golf season is complete, he will meet with Chris, Darrell, and Chris to enforce and only allow beer sales from the clubhouse. They had great reviews when they didn't have the beer cart because things moved faster and people were happier. There were complaints because they didn't have the beer cart. There were some things that came up that were questionable, so they used an abundance of caution and suspended the use of the beer cart for now.
- The 2022 step and grade pay scale was handed out. Primarily, 1 & 2 are for part-time, and most of the full-time start at 3. This won't change for 2023.

- Staff anticipates having 2nd Street open for two-way traffic by the end of the week. That does not mean the project is finished. They still have 117 working days and ATT has 8 weeks of work so the driveways and sidewalks will not be poured. Gary thinks it will be open for traffic by the end of this week or the beginning of next week. They have to do some saw cuts still.
- We have not had any success with getting our vendor to complete the Force Main Project to connect our sewer plant with Arkalon. Today, he met with Lynn and Gary and they are going to rebid that portion of the project. It can get complicated. The pipes are sitting at National ready to go in the ground. For some reason, they're asking us to pay for the pipe a second time, and they refuse to give us updated estimates. What they did today should've happened a year ago. The most practical route is to rebid that portion of the project to get it completed.

16. ITEMS FROM COMMISSIONERS

Commissioner Warren stated Highway 54 looks really nice. He noticed the local crews that have been striping around town and those roads look nice. The roads all look way better when you can see the stripes. The roads look nice.

Commissioner Lara is excited about the replat and moving forward with the housing. Hopefully, this means dirt starts moving, roads getting paved, and houses being built. That is one of the things he was focusing on, so he is glad we are moving forward with those projects. He had a question on the airport sales – has that started and has it been posted?

- City Manager Varnado stated Monday is the deadline for the property owners to tell the City whether they want to purchase the property. There has been interest from other people besides current owners. This is the first batch; it's easier to do a big batch. We then will do a second round if we need to. We are getting close to step two.

Commissioner Lara asked if they could get the letter from FAA stating that this is good and acceptable.

- City Attorney Koehn has an email from Lynn Martin and he is relying on that. There were also five people on the phone call as well so hopefully, that covers us as well. There is a process that once we have the individuals that want to buy, we have to get everyone of them appraised which will take a while to get that done. We then have to go through a process for those parcels with the Commission so you know that we'll have a contract with the purchase contingent on the approval of the FAA. There is a process that may take three to four months.

- The City pays for the appraisals and surveys up front, and we can include it in the purchase price.
- Mayor Parsons questioned if after the deadline of October 3, can a non-tenant purchase the property.
- City Attorney stated no especially if there is a renter making lease payments and they don't want to purchase it for whatever reason, he doesn't see a reason.
- City Manager Varnado has a concern. He thinks we go through this round with the property owners having the opportunity and then we do it again. Someone told him it was appraised at \$0.18/square foot which isn't much. If the land is appraised with the land and the building included, it could significantly raise the revenue. He suggests going through the first round and reevaluate it to make sure we are going in the direction we want. By then, we've honored the commitment to the people paying rent.

Commissioner Vazquez thanked everyone who took the Community Health Needs Assessment. Their goal was 500 and they received 562 responses. It was a collaborative community effort. Thank you to those who attend the Commission meetings in person and online. She is excited about Viewpoint, the documentary. She feels it will allow us to create very good literature and videos that will highlight Liberal which she is excited about. They've talked about town halls to engage the community in English and Spanish which they'll give details out soon which she is very excited about. The Community Health Fair is Saturday at the Activity Center from 7:00 a.m. – 12:00 p.m., so take the opportunity to get free and low-cost lab draws.

- City Manager Varnado is looking at the first two Thursdays in November for town halls. He is going to the one Thursday at the college to see how they are doing it because they are successful.

Vice Mayor Linenbroker thanked all Staff. He gave a special thanks to Fire Department and the Police Department because he knows they've been working with equipment that is somewhat old and we're finally getting some new equipment in and hopefully everything will be good. They are not respected like they used to be. Patrol Officers are not respected and it used to be the Police Department was the top thing. People wanted to be a Police Officer and you can't get anyone to be an officer half the time. The same with the Fire Department. It's in your blood or not. We should pay a little respect to them.

Mayor Parsons thanked Vice Mayor Linenbroker for filling in last meeting. He was not present for the vote on the budget. He wants it on record, he fully supports it and is 100% behind the vote that happened. He fully supports that. He thanked Staff for the new pay scale; it was a long time coming. He knows it was a lot of work. It's a good thing to get back on a pay scale again which we haven't had for a while. It will make budgeting a lot easier. He thanked Staff and appreciates what they do and how hard they work.

- City Manager Varnado noted the pay scale is not going to change year to year. This is it, so it's not like we are not going to do COLA on top of this. This is the pay scale and people will move laterally instead of vertically.

17. VOUCHERS:

\$1,695,005.10 dated September 27, 2022.

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

18. EXECUTIVE SESSION.

Commissioner Lara moved to adjourn into an Executive Session for fifteen (15) minutes to discuss nonelected personnel pursuant to K.S.A. 75-4319(b)(1) for the purpose of discussing employment of department heads and directors and invited City Attorney Koehn and City Manager Varnado. They will go in at 6:41 p.m. and return at 6:56 p.m. The motion was seconded by Vice Mayor Linenbroker and carried unanimously.

Mayor Parsons inquired if the Commission wished to take any action as a result of the Executive Session. *No action was taken.*

The meeting was adjourned by Mayor Parsons.

Jeff Parsons, Mayor

ATTEST:

Alicia Hidalgo, CMC, City Clerk

Liberal Mid-America Regional Airport

Lease No. 25.00

AIRPORT LEASE

THIS AGREEMENT, entered into **1st day of May, 2022**, by and between the City of Liberal ("Lessor") and **Dickson Aerial Spraying, Attn: Shannon Dickson, P.O. Box 626 Plains, KS., 67869 - Phone: (620)629-7001** ("Lessee").

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

Liberal Mid-America Regional Airport

**All of Lot 1, Block 26 Total = 90 Lineal Feet
1110 Terminal Road**

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 **May 1, 2022**. 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: **\$1,739.70 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.

Liberal Mid-America Regional Airport

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;

Lessee Initials SD

A. S

AIRPORT LEASE

THIS AGREEMENT, entered into this **1st day of October, 2022**, by and between the City of Liberal ("Lessor") and **Gary Classen, 1306 S. Cain, Liberal, KS 67901, Phone: (620)624-6817 (h), (620)626-6100 (w), (620)629-0063 (c)** ("Lessee").

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

**Part of Lot 9 and 10, Block 10 (16,000 square feet)
Lot 9 (25' x 160') & Lot 10 (75' x 160')**

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 **October 1, 2022**. 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.

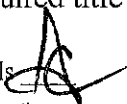
3. Rental. Lessee agrees to pay Lessor **\$700.80 per year in advance or \$58.40 per month**. Rental payments are due on the tenth day of each month, and will be considered late after the eleventh day of each month, incurring a late charge beginning on the eleventh day of each month amounting to 10% 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;

Lessee Initials



AIRPORT LEASE

THIS AGREEMENT, entered into this **1st day of November 2022**, by and between the City of Liberal ("Lessor") and **Richardson Trucking, Inc., 1310 North Carlton, Liberal, KS 67901, Phone: (316) 734-5388** ("Lessee").

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

All of Lots 6, 7, 8, 11, 12 and 13, Block 23
Lots 6, 7 & 8: 200' x 317' = 63,400 square feet Lots 11, 12 & 13: 90' x 337' = 30,330 square feet
Total = 93,730 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 **November 1, 2022**. 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 **\$4,840.48 per year in advance or \$403.37 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;

Lessee Initials 

Lease No. 112.02

AIRPORT LEASE

THIS AGREEMENT, entered into this **1st day of November, 2022**, by and between the City of Liberal ("Lessor") and **Alvin Beavers, Attn: Eddie Beavers (DPOA), 35 South Cain, Liberal, KS. 67901 Phone: (620)655-9806** ("Lessee").

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

**Block 5, Part of Lot 3
100' x 255' = 25,500 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 **November 1, 2022**. 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 **\$1,116.90 per year** in advance or **\$93.08 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

Lessee Initials EB

Lease No. 143.00

AIRPORT LEASE

THIS AGREEMENT, entered into 1st day of February, 2022, by and between the City of Liberal ("Lessor") and W.H. Rentals, Attn: Tony Herrman, 1306 North Calhoun, Liberal, KS. 67901, Phone: (620) 629-7256 ("Lessee").

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

**Part of Lot 4, Block 14
70' x 160' = 11,200 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 **February 1, 2022**. 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 **\$490.56 per year in advance**. Rental payments are due on the tenth day of each month, and will be considered late after the eleventh day of each month, incurring a late charge beginning on the eleventh day of each month amounting to 10% of the monthly rent.

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

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

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

month, 196'
Lessee Initials 

AIRPORT LEASE

THIS AGREEMENT, entered into this **1st day of November, 2022**, by and between the City of Liberal ("Lessor") and **Plunkett's Pest Control, Attn: Jeanette McCall, 401 NE 52nd Way, Fridley, MN. 55421 Phone: 877-571-7100** ("Lessee").

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

1717, ...
67909
**Part of Lot 5, Block 22 (625 square feet)
North Portion of City-Owned Building No. 635 (25' x 25')**

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.

1717, ...
67909 2. Term. The term of this Lease is for **One (1) Year** beginning on **November 1, 2022**. 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 terminate in any way.

3. Rental. Lessee agrees to pay Lessor **\$875.00 per year in advance or \$218.75 per quarter**. 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.

1717, ...
67909 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;

Lessee Initials _____

Lease No. TN-02.00

AIRPORT LEASE

THIS AGREEMENT, entered into this **1st day of July, 2022**, by and between the City of Liberal ("Lessor") and **Myriad Restoration, Attn: Dwayne Devellen, 5140 Road Q, Liberal, KS. 67901 Phone: (620) 621-7718** ("Lessee").

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

**T-Hangar N-02 of the North Set of T-Hangars
Building #810**

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, 2022**. 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 or \$212.20 per quarter**. 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 _____

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

☒ City or ☐ County of

Liberal KS Seward

SECTION 1 - LICENSE TYPE

Check One: ☒ New License ☐ Renew License ☐ Special Event Permit

Check One:

☒ License to sell cereal malt beverages for consumption on the premises.

☐ License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

SECTION 2 - APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 064-882049630F-01

I have registered as an Alcohol Dealer with the TTB. ☒ Yes (required for new application)

Name of Corporation <u>JMR Group Inc</u>	FEIN <u>88 2049630</u>
Corporation Street Address <u>610 N Kansas Ave</u>	Corporation City <u>Liberal</u> State <u>KS</u> Zip Code <u>67901</u>
Date of Incorporation	Articles of Incorporation are on file with the Secretary of State. ☒ Yes ☐ No
Resident Agent Name <u>Javier Sanchez</u>	Phone No. <u>620 391 0610</u>
Residence Street Address <u>2176 Calhoun Ave</u>	City <u>Liberal</u> State <u>KS</u> Zip Code <u>67901</u>

SECTION 3 - LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name <u>OLE Mexican Eats</u>	Name
Business Location Address <u>610 N Kansas Ave</u>	Address
City <u>Liberal</u> State <u>KS</u> Zip <u>67901</u>	City State Zip
Email Address(s) Please separate values with a comma.	
Business Phone No.	☐ Applicant owns the proposed business location. ☒ Applicant does not own the proposed business location.
Business Location Owner Name(s) <u>Javier Sanchez</u>	

SECTION 4 - OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK

List each person and their spouse*, if applicable. Attach additional pages if necessary.

Name <u>Javier Sanchez</u>	Position <u>Manager</u>	Date of Birth <u>6-28-72</u>
Residence Street Address <u>2176 Calhoun</u>	City <u>Liberal</u> State <u>KS</u> Zip Code <u>67901</u>	
Spouse Name	Position	Date of Birth
Residence Street Address	City State Zip Code	
Name	Position	Date of Birth
Residence Street Address	City State Zip Code	
Spouse Name	Position	Age
Residence Street Address	City State Zip Code	
Name	Position	Date of Birth
Residence Street Address	City State Zip Code	
Spouse Name	Position	Age
Residence Street Address	City State Zip Code	



**CITY OF LIBERAL
CITY COMMISSION MEETING
OCTOBER 11, 2022
AGENDA ITEM #8**

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

SUBJ: Ordinance 4585 Special Use for 333 W 18th st. ATT tower on Liberal Country Club

FROM: Keith Bridenstine, Director of Building Services

DATE: October 3, 2022

Ordinance 4585 will grant a special use permit for the erection of a 150' cellular tower located in the NW corner of the Liberal Country Club. The property is zoned R-3 Residential, But the tower would be allowed with the passing of a special use permit. The Special Use was approved by the Liberal Metropolitan Area Board of Zoning Appeals on September 8th, 2022 and sent to the City Commission for approval.

City staff asks that the commission approve the Ordinance to aid development of properties within the city.

ORDINANCE NO. 4585

AN ORDINANCE ALLOWING A SPECIAL USE PERMIT TO THE WEST 1,980 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 34S, RANGE 33 WEST OF THE 6th P.M. IN LIBERAL, SEWARD COUNTY, KANSAS,

WHEREAS, the Board of Zoning Appeals for the City of Liberal, Kansas held a public hearing on September 8, 2022 regarding the application for a Special Use Permit as described herein; and

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

WHEREAS, the Board of Zoning Appeals finds it advisable to allow the special use permit without conditions.

WHEREAS, K.S.A. 12-757, pertaining to Special Use Permits, allows for the special use permit by ordinance when the City deems it advisable to do so.

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

Section 1. That pursuant to K.S.A. 12-757, the requested Special Use permit is hereby granted for the purposes of a One-Hundred Fifty foot (150') monopole cellular tower and will apply to the following described property:

The West 1,980 feet of the Northwest Quarter of the Southwest Quarter of Section 29, Township 34S, Range 33 West of the 6th P.M. in Liberal, Seward County, Kansas, (Address: 333 W 18th St) (Parcel # 088-149-29-0-40-01-002.00-0)

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

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

PASSED AND APPROVED by the Governing Body of the City of Liberal, Kansas, and signed by the Mayor this 11th day of October, 2022.

ATTEST:

Jeff Parsons, Mayor

Alicia Hidalgo CMC, City Clerk

CITY OF LIBERAL
SPECIAL USE PERMIT APPLICATIONReturn Form To:

Zoning Administrator
City of Liberal
324 North Kansas Avenue
Liberal, KS 67905-2199
(620) 626-2261
(620) 626-0572 (fax)

For Office Use Only

Case ID: 02-22-03
Filing Fee: 275⁰⁰
Date Filed: 062922
Date Advertised: 072122
Date Notices Sent: 072122
Public Hearing Date: 081122

APPLICANT INFORMATION:

Applicant: C/O AT&T WIRELESS
NETWORK REAL ESTATE LLC Phone: 314 229 5410
Address: SUITE 200
5055 HWY N ST CHARLES, MO Zip: 63304
Owner: LIBERAL COUNTRY CLUB Phone: 620 629 0477
Address: 333 W 18TH ST LIBERAL, KS Zip: 67901

PROPERTY INFORMATION:

Location of Property: 333 W 18TH ST LIBERAL, KS 67901
Legal Description: SEE ATTACHED

Present Zoning Classification: R-3 Acreage: 61 ACRES

Present Use of Property: GOLF COURSE

Proposed Land Use Activity: INSTALLATION OF NEW 150'
COMMUNICATION TOWER

Article, Section and sub-section (if applicable) allowing for said Special use to be applied for: _____

ARTICLE 11 SPECIAL USES

CITY OF LIBERAL, KANSAS – PROCEDURES MANUAL

Article 11—Special Use Permit

ADJACENT ZONING AND LAND USE:

	Land Use	Zoning
North	RESIDENTIAL	R1
South	COMMERCIAL	C
East	COMMERCIAL	C
West	RESIDENTIAL	R1

Should this Special use be valid only for a specific time period? Yes _____ No X
If Yes, what length of time? _____

Special Use Permit Review Checklist

Does the proposed special use further the goals and objectives of the Comprehensive Plan and the health, safety, morals, comfort and general welfare of the inhabitant of the City and County and promote the following? If not, please attach a separate sheet explaining why.

- | | Yes | No |
|---|-------------------------------------|--------------------------|
| 1. The Stability and integrity of the various zoning districts. | ☒ | ☐ |
| 2. Conservation of property values. | ☒ | ☐ |
| 3. Protection against fire and casualties. | ☒ | ☐ |
| 4. Observation of general police regulations. | ☒ | ☐ |
| 5. Prevention of traffic congestion. | ☒ | ☐ |
| 6. Promotion of the safety of individuals and property. | ☒ | ☐ |
| 7. Provision of adequate light and air. | ☒ | ☐ |
| 8. Prevention of overcrowding and excessive intensity of land uses. | ☒ | ☐ |
| 9. Provisions of public utilities and schools. | ☒ | ☐ |
| 10. Promote the level of continuity in use. (Avoid inappropriate uses) | ☒ | ☐ |
| 11. Promote the value and character of existing or authorized improvements and land uses. | ☒ | ☐ |
| 12. Promote improvements and land uses that are in keeping with accepted planning principles. | ☒ | ☐ |
| 13. Provision of orderly and proper urban renewal, development and growth. | ☒ | ☐ |

ATTACHMENTS REQUIRED:

1. A site plan as specified in the Zoning Regulations as well as any other information which would be helpful to the Planning Commission in consideration of the application.
2. List of property owners located within 200 feet of the property.

Sean Duke
Applicant's Signature

6.24.2022
Date

PROPERTY DESCRIPTION: PARENT PARCEL (AS PROVIDED)

The Land referred to herein below is situated in the County of Seward, State of Kansas, and is described as follows:

The West Sixty (60) acres of the North half (N/2) of the Southeast Quarter (SE/4) of Section Twenty-nine (29) Township Thirty-four (34) South, Range Thirty-three (33) West of the 6th P.M., Seward County, Kansas.

Less and except any portion of the property conveyed in Deed Book 239, Page 517 and Deed Book 511, Page 341.

PROPERTY DESCRIPTION: LEASE AREA (AS SURVEYED)

A 70 foot by 70 foot Lease Area, situated in the South Half of Section 29, Township 34 South, Range 33 West, in Seward County, Kansas, more particularly described as follows:

COMMENCING at the Southwest Corner of Lot 22, Block 10, COUNTRY CLUB ACRES 2ND PLAT; thence along the South line of said Lot 22, South 88°42'37" East, a distance of 90.08 feet; thence leaving said South line, South 01°17'23" West, a distance of 25.00 feet to the POINT OF BEGINNING; thence continuing South 01°17'23" West, a distance of 70.00 feet; thence North 88°42'37" West, a distance of 70.00 feet; thence North 01°17'23" East, a distance of 70.00 feet; thence South 88°42'37" East, a distance of 70.00 feet to the POINT OF BEGINNING. Containing 4,900 square feet.

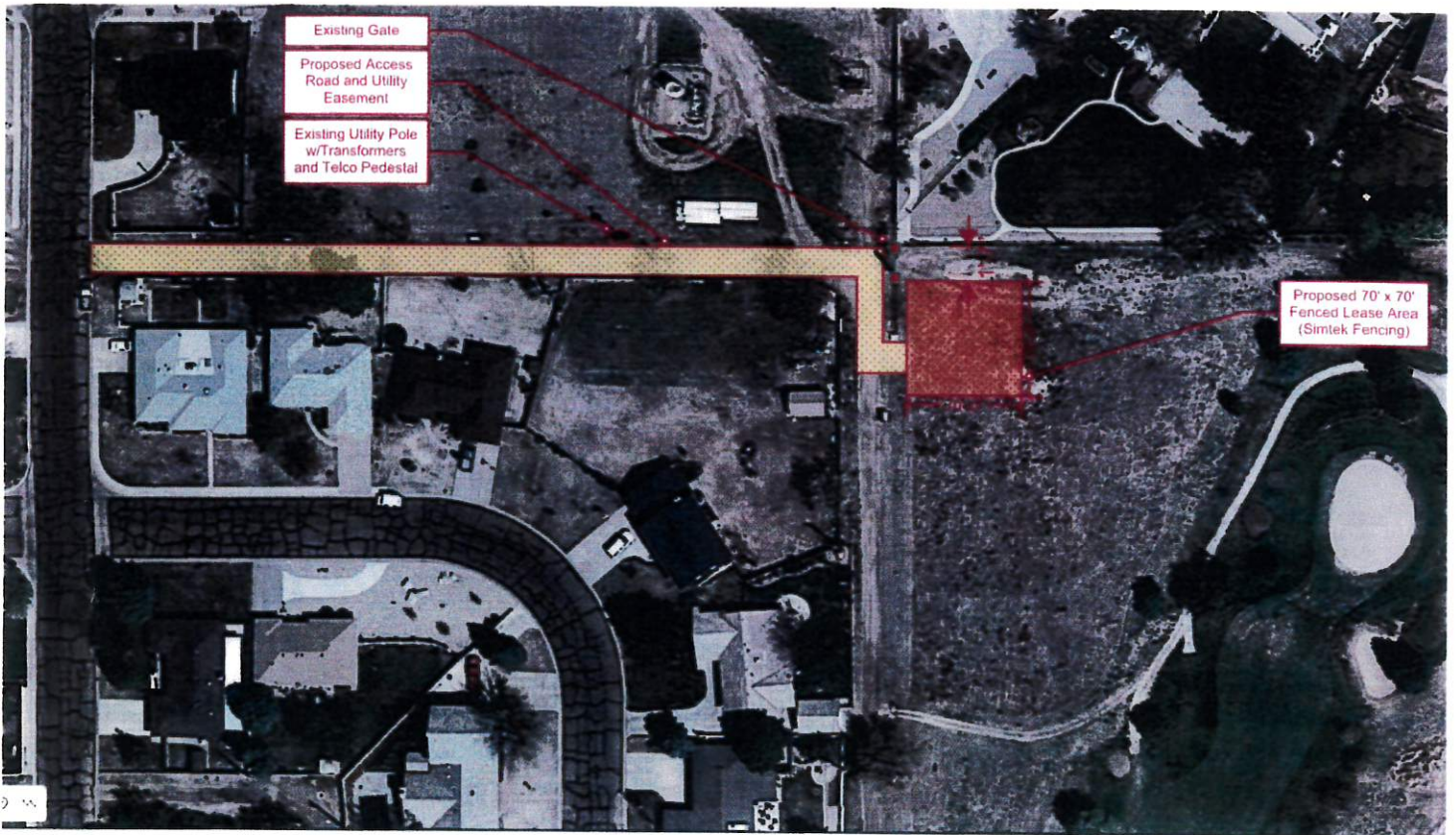
PROPERTY DESCRIPTION: NON-EXCLUSIVE ACCESS/UTILITY EASEMENT (AS SURVEYED)

An Access/Utility Easement, situated in the South Half of Section 29, Township 34 South, Range 33 West, in Seward County, Kansas, with varying widths on each side of the following described centerline:

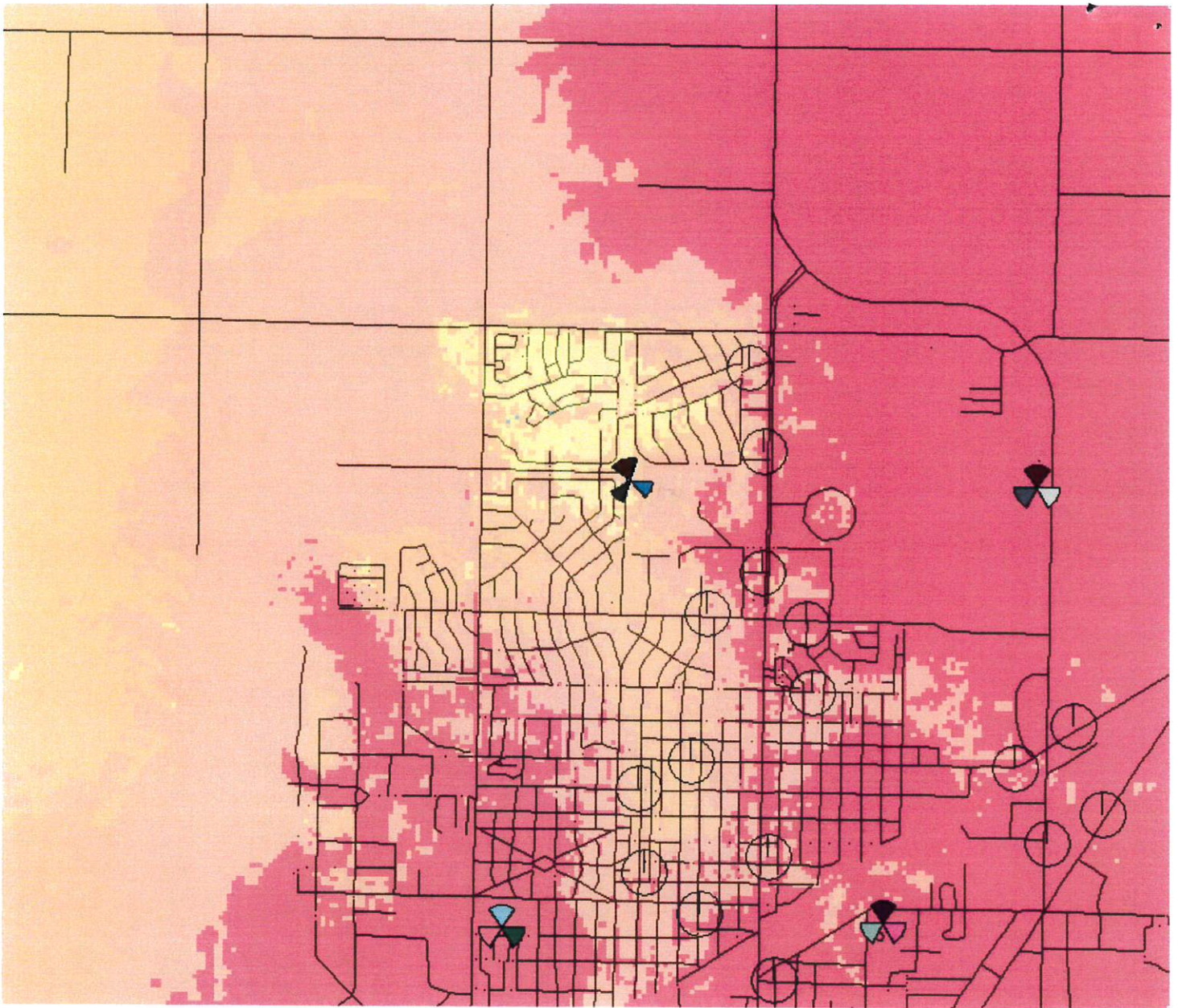
COMMENCING at the Southwest Corner of Lot 22, Block 10, COUNTRY CLUB ACRES 2ND PLAT; thence along the South line of said Lot 22, South 88°42'37" East, a distance of 90.08 feet; thence leaving said South line, South 01°17'23" West, a distance of 95.00 feet; thence North 88°42'37" West, a distance of 80.00 feet to the POINT OF BEGINNING of said centerline and lying 10.00 feet on each side of the following described course; thence North 01°17'23" East, a distance of 82.50 feet to a point hereinafter

referred to as POINT "A"; thence lying 12.50 feet on each side of the following described course, South 88°42'37" East, a distance of 80.00 feet to the POINT OF TERMINATION; BEGINNING at aforementioned POINT "A" and lying 12.50 feet on each side of the following described course; thence North 88°42'37" West, a distance of 10.10 feet to the East Right of Way line of a PUBLIC ALLEY and the POINT OF TERMINATION.

KS5000
Liberal West Golf Course



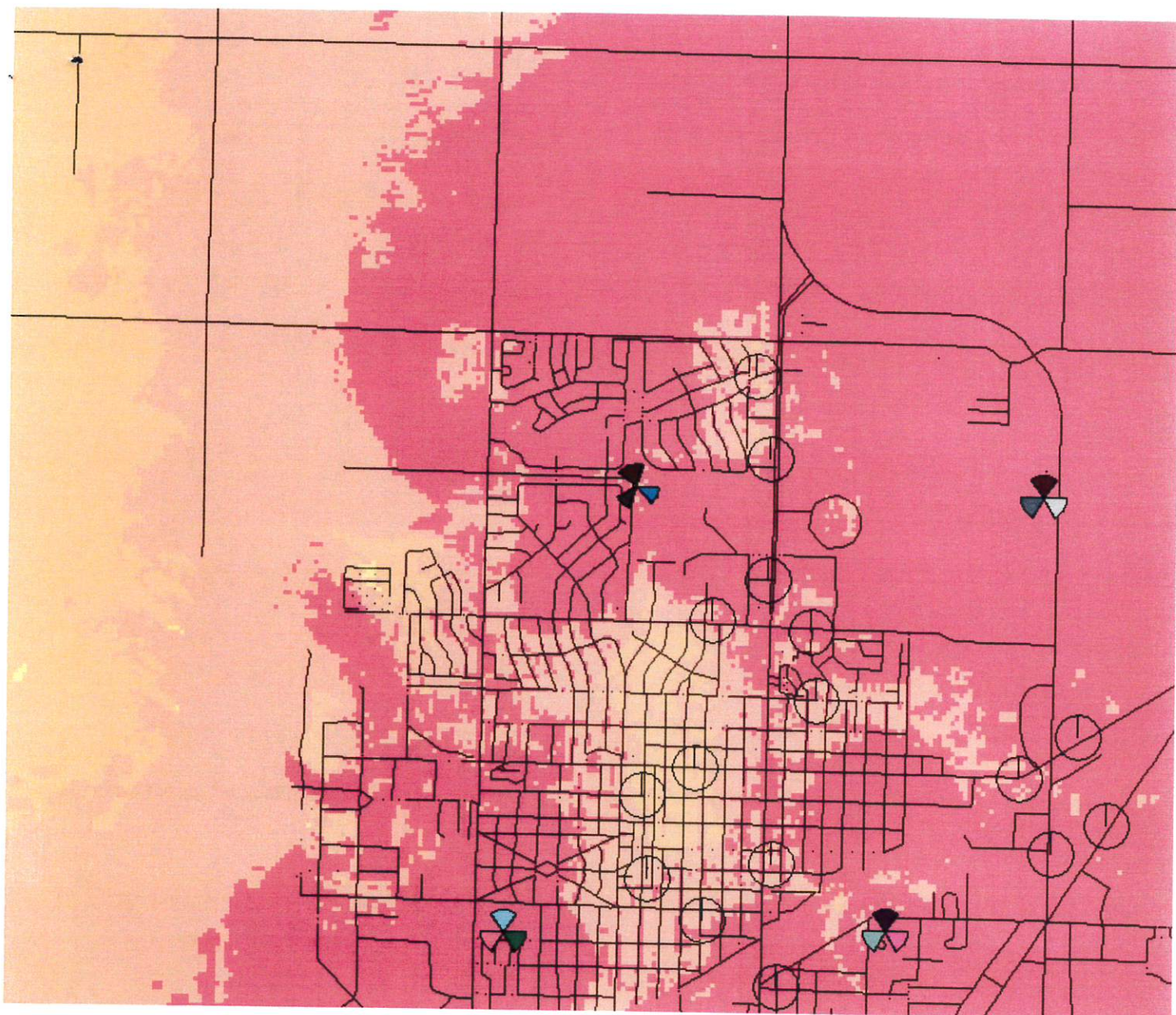
Baseline Coverage (No NSB):



LTE: RSRP (dBm) - Indoor

- Best RSRP (RS EPRE) Level (dBm) ≥ -90
- Best RSRP (RS EPRE) Level (dBm) ≥ -98
- Best RSRP (RS EPRE) Level (dBm) ≥ -103
- Best RSRP (RS EPRE) Level (dBm) ≥ -108
- Best RSRP (RS EPRE) Level (dBm) ≥ -113
- Best RSRP (RS EPRE) Level (dBm) ≥ -116
- Best RSRP (RS EPRE) Level (dBm) ≥ -118
- Best RSRP (RS EPRE) Level (dBm) ≥ -126

Coverage with Proposed Tower:



LTE: RSRP (dBm) - Indoor

- Best RSRP (RS EPRE) Level (dBm) ≥ -90
- Best RSRP (RS EPRE) Level (dBm) ≥ -98
- Best RSRP (RS EPRE) Level (dBm) ≥ -103
- Best RSRP (RS EPRE) Level (dBm) ≥ -108
- Best RSRP (RS EPRE) Level (dBm) ≥ -113
- Best RSRP (RS EPRE) Level (dBm) ≥ -116
- Best RSRP (RS EPRE) Level (dBm) ≥ -118
- Best RSRP (RS EPRE) Level (dBm) ≥ -126

Thanks,

David

Glen Klocke

Network Real Estate LLC

5055 Hwy "N" Suite 200

Item #3

Tabled-Case BZ-22-03: The owner is requesting a Special Use for a cell tower. The tower, which is allowed with a Special Use Permit in Article VI (B) Section 3 C-15c of the Zoning Ordinance, will apply to the following described property:

COMMENCING at the Southwest Corner of Lot 22, Block 10, COUNTRY CLUB ACRES 2ND PLAT; thence along the South line of said Lot 22, South 88° 42' 37" East, a distance of 90.08 feet; thence leaving said South line, South 01° 17' 23" West, a distance of 25.00 feet to the POINT OF BEGINNING; thence continuing South 01° 17' 23" West, a distance of 70.00 feet; thence North 88° 42' 37" West, a distance of 70.00 feet; thence North 01° 17' 23" East, a distance of 70.00 feet; thence South 88° 42' 37" East, a distance of 70.00 feet to the POINT OF BEGINNING. to the City of Liberal, Seward County, Kansas. [Parcel: 088-149-29-0-40-01-002.00-0] [Location: Liberal Country Club]

Nick makes motion to bring back from the table. Jeff does second the motion. All in favor, motion carried.

Keith states that the map in front of the members shows the coverage and how coverage would be better with the tower in place.

Steve opens the public portion of the meeting asking who is present on behalf of the tower.

Glen Klocke, Network Real Estate, talks about offloading the tower, still getting a lot of drop calls. The tower is necessary to eliminate the dropped calls. This tower is designed to cover part of the hospital, businesses and homes in the area. It shows a significant hole currently in this area. Mr. Klocke wants to go over the background of how they wound up with this location. how the previous meeting it was suggested they try the Country Club or another site that was east of the location denied at the church, 7/10 of a mile to the West. The previous vice-mayor (at the time) Taylor Harden, even suggested that they tried the Country Club. At that time, looked at the location of the Country Club and it was 7/10 of a mile away from where they originally wanted their site. Mr. Klocke didn't think it would work but if the "City supports it" Mr. Klocke said he would run it by AT&T. According to Mr. Klocke, the previous vice-mayor [Taylor Harden] said that he would have the city support. Mr. Klocke did talk to their engineers. They did some tweaking and this site will sit in the middle of five sites and talk to them. They will do some adjustments to those sites when this tower goes up. After several meetings with their engineers they said they could make it work. Mr. Klocke couldn't travel and come down here but he did contact the Country Club, if they had any interest, got a couple more calls with Mr. Harden stating he thinks we can make it work. Took them a while to come down and look at it got to a point where he was comfortable with the Country Club. Sent the location to Kevin [Kirk], who was the

planning and zoning manager at the time, ask him to take a look at it for input. Didn't hear anything from Kevin then let found out he was no longer with the city. Mr Klocke then spoke with the interim director while not having met the Country Club but no particular area. Corey Thomas [Interim Building Director] informed him that he was not familiar with the tower code but he would get himself familiar. Mr Klocke decided at that time to go ahead and meet with the Country Club. Mr. Klocke states he decided to send it to Corey but couldn't get a response out of the city. He then decided to go ahead and submit it at that point so he obtained a survey and a lease with the Country Club. Mr. Klocke then informed Darla where it was going to be and was informed that Keith Bridenstine had been hired as the Director. These are the reasons why they wound up at this location, according to Mr. Klocke. The other locations might work but based on the fact that city came to us and said to go here, we were thought we were doing the right thing with the city. Mr. Klocke states he just wanted to give the history of how they wound up here. Mr. Klocke states AT&T desperately needs a site. Jairo asks what was the reason for the previous denial. Mona explains it was conflict of interest with another tower that was nearby. Mr. Klocke felt they proved that location was not usable. Jeff just confirms there's nothing properly zoned with the context of where they're needing it that they could utilize. Mr. Klocke states if they weren't communicating with any other towers they could probably move it but it is communicating with five others and this is the area. For them to move it 1/4 of a mile is huge because it moves the coverage

too close to one tower too far away from another one. Jeff confirms again if there is anything in that 7/10 of a mile that they could use that would be zoned properly. Keith confirms there is nothing commercial between the two sites, it's 100% residential through there. No further questions for Mr. Klocke. He steps down from the podium. Steve thanks Mr. Klocke for the maps and confirms somebody else raised their hand that they were in favor of it.

Tony Reinhart, 1821 N Calhoun, this is in my backyard and I don't have any problem. At the last meeting, went through this whole scenario with the new housing development that's going on that the Chances are running. I just think people here want some Internet communications I mean what this is progress and it's always going to be someone's offended. But you know I look out my patio and don't particularly stare at the power line down, North and South, down the alley or stare at the water tower. You look past these things it's not the end of the world. I just think it's progress. You can already see what AT&T's gone through just trying to make this thing work. I just think it's needed for the community just like water towers needed, that's my feeling. Lane Frymire, 851 North Holly, doesn't really have any comments. Those here were here in the last meeting. Mr. Frymire is the vice president of the Country Club with president Rod Riley to answer any questions. One thing Mr. Frymire reiterated was to remind the board this is kind of a simple deal in the sense that if you want coverage in a residential area you're going to have to have a tower in residential area. Mr. Frymire states they have had conversations with AT&T ad nauseam. Mr. Frymire feels there's just no two ways about it for coverage in a residential area, for 911 calls; you have to have the tower in a residential area. I think you're going to find there's these towers which exist in residential areas all across this country. Mr Frymire takes his seat. No one else approaches who is for the Special Use.

Patrick Edwards, attorney at a law firm in Wichita, address is 1625 N Waterfront Parkway Wichita KS 67226. Mr. Edwards is present to represent a company called SBA whom was seen before a year and a half ago or so. We own a couple towers, here in the first hour we own is 144 feet tall located just northwest of the intersection of 15th and Western. That was the tower that was close to the last proposed tower location. Mr. Edwards states they currently serve Verizon and T-Mobile at this site. He continues explaining there is space available for another carrier, such as AT&T, if they are interested. Specifically at the 117 feet mark on the tower. Mr. Edwards states that the tower is located about $\frac{3}{4}$ of a mile to the South and to the West of the location of the proposed tower location for Western. Also have another tower here in town that one block east of western on 1st St so as far as the South we serve eight we actually do serve AT&T at that tower at the 138 feet mark. Mr. Edwards provides a map just to kind of demonstrate where the various towers are located. He explains so if you look at the map the 1st and Western tower. The SBA tower that has AT&T at 138 feet. Mr. Edwards explains that's the green dot that has the yellow arrow kind of towards the bottom left of the map. Almost directly straight north of there you'll see another green dot that has a yellow arrow that's the 15th and western tower that we where there is space available for AT&T if they so choose. Up and to the right from that tower you'll see an arrow pointing towards the corner of the Country Club, where they're proposing this tower is to be located. To the right, you'll see another tower, sorry, another yellow arrow in a black dot; that's actually a tower owned by a company called American Tower. Competitors actually and on that tower we don't have the exact data, because it's not our tower, but AT&T is located on that tower. Believe at about the 150 feet mark, although that's a significantly taller tower, may be closer to 250 or 300 feet in total. Mr. Edwards states his point being here today is just to give some additional information and let you know there are some other options here. The provided map is pretty rudimentary. Literally went to Google Maps printed off an aerial of the golf course and then started looking at other potential locations. At the top left of the map, there's just a black dot and that's the location of this proposed tower. At the far NW portion of the course, outlined in black and then highlighted in yellow and blue, other areas that might be possible to locate this tower that won't put it directly outside of someone's backyard. One is on the existing water tower, clear to the to the South and E a little bit you can see the water tower there in in white and then there's various other places throughout the course in between fairways. Mr. Edwards states he is a golfer so he made sure that when he was looking at this that he wasn't picking an area that was in between the tee box and the fairway or something like that. These are all in between fairways in spaces where they could otherwise put up the tower on. The blue area to the right appears to be additional space, possibly not part of the Country Club property but it's additional space and there's nothing close by meaning it's not directly outside of someone's backyard. Mr. Edwards continues with the other options that are available here as a representative of SBA, they could Collocate on the tower at 15th and Western. Mr. Edwards points out that there's other options though that don't involve my client benefiting financially from this. Other options include potentially move up higher on the American tower. Farther East is a tower, they are 150 feet tall now they can go higher. If they could since Mr. Edwards is not familiar with their lease terms but they potentially negotiate to go higher up on that tower. Mr. Edwards considers that the higher you go up in a location like Liberal, that's relatively flat, the farther out your bandwidth will go. Mr. Edwards admits he is not an RF engineer but that's what his engineers have explained. Another option, again would not financially benefit my client whatsoever, is to move the tower somewhere else the golf course so it's not directly behind someone's backyard. Mr. Edwards admits to not knowing anything about the lease with the

water tower but there are cell towers that are on the top of water towers all across the country. Possibly put an extension on the water tower and have all these towers work together since Mr. Klocke mentioned there's five towers that are going to be communicating here. Mr. Edwards states the RF engineers at SBA looked at this and studied, if you moved it, the engineers determined that there would not be a gap in coverage if that happened. Mr. Edwards concludes that he just wanted again offer some additional information and some visual options. Steve mentions there's quite a few towers already on top of or antennas on top of the water tower and wonders if that ever creates interference. Mr. Edwards admits that he is not an RF engineer and has not evaluated the water tower at all, so he doesn't know the answer to that question. Mr. Edwards did offer to talk with his engineers to have them specifically go look at the water tower and see if it's an option. Mona states she has a question and asks if Mr. Edwards has been out there, to see the location on the court and over on the course. Mr. Edwards states he has looked at it from Google Maps and Street View but not been out there. Mona states there's a rig out there on the North side and a little West. Mr. Edwards takes his seat.

Mr. Klocke asks to offer some rebuttal. Mr. Klocke states that the first thing he wants to deal with is the existing SBA tower, that was brought up a minute ago, that was closer to the old location that was eliminated. It was too far away. Mr. Klocke clarifies that they have now moved 7/10 of a mile northeast away from that, it's even further away so it's not going to work. The second thing is very interesting to see that a company come in here and state that they know our system. AT&T engineers designed the AT&T system, it's like coming in here saying AT&T is going to a Verizon design. AT&T system doesn't know their coverage effective there they can put propagation to say that they can raise their antennas on the American. Mr. Klocke continues stating AT&T is on the American tower site and the whole point of the elevation that they're at right now is so that their capacity of that tower stays at their capacity. Raising antennas picks up more calls. It increases capacity in the tower that they don't want to increase capacity. Mr. Klocke explains you just don't come in and try to design somebody else's network. Thank you. Mr. Klocke takes his seat.

Lane Frymire offers more rebuttal saying he can't speak to the technicalities of it but would say it's very obvious that council coming here from Wichita, he's hired by his company because they want to stifle this and it's a competitive nature. They're competitive, they want this board to deny the AT&T tower so they can somehow leech off and try to force AT&T. Mr. Frymire doesn't know anything about the technicality but agrees [with Mr. Klocke] about how another telecommunications company gets off coming in saying oh this is how another one can work in network. Mr. Frymire feels that all that they're obviously here for just monetary gain that's what they care about. This gentleman is not from Liberal, he has no vested interest in this. Thank you. Mr. Frymire takes his seat.

Brad Carr, 1841 N Calhoun, born and raised here. my wife and I purchased our property it's right there on the course, right there behind where they're going to put the proposed tower. Mr. Carr explains that in December 2013 moved to get his three kids into a school that he thought would be better for them and a bigger home. Mr. Carr explains they picked this spot to raise our family. Mr. Carr presents his research into the special use permit where he found there are some guidelines. Mr. Carr explains the list of requirements starting with number two -conservation or property value. He does have a real problem this thing 60 feet from his fence line. 150 feet to sit in his backyard, it's 180 feet to the corner of his house so this fall zone right there. Mr. Carr feels

that with three daughters in the backyard and with a school close by so this fall zone right there it's there's no room for it to go but his property. Mr. Carr did research home values by looking up National Association of Realtors. Mr. Carr presents a national study from back in 2019 and they took ten years of sales and found that discount and sales prices up to 7.6% less depending on how close you were to that tower. Mr. Carr states that obviously the further away, you got the less the effect was. Mr. Carr is a banker here in town, we do home loans deal with this kind of stuff that affecting your property value. Mr. Carr took it 1500 feet out to cover about 400 or 500 homes, using a simple approach he took from Fairway, Calhoun, Lilac and discounted them by 5%. Mr. Carr continues with if an average home price of 250K, losing approximately \$625,000 worth of value. He figures that out to be approximately 12,000 a year in property tax. Mr. Carr also presents a letter from a local realtor here in town. It will affect his ability if he ever wants to move or sell his home. Mr. Carr explains the aesthetics of having a beautiful 150 foot tower to look at from two bedrooms 2 bathrooms a kitchen and a living room. There's no missing it everyone is going to see it. Mr. Carr continues with another one the checklist #3 – protection. The traffic is going to be in the alley with this they've got proposed spots and there's two more carriers they can put on this tower. Mr. Carr feels there is already enough golf cart traffic, kids, people walking their dogs down the alley. When the school was being built, there was a big mound of dirt back there which his kids love while they go out there and jump up on it. Mr. Carr states that not only have this tower to look at but also have these nice little handlebars go up to the top maybe entice kids to climb up. Mr. Carr reminisces a story back in the early 90s, about a Mr. Strawhecker who climbed and hung something off the water tower. Many stories of kids going up there to have fun but also recently during COVID a couple years ago, a young single mom climbed a tower on the South side of town, took her life by jumping off of it. Mr. Carr spoke with another telecommunications company they had a gentleman that worked on towers for 10 years and he mentioned safety concern. This thing is rated for half inch of ice that's great, that ice is hanging on it and then where does it go when it starts falling. Mr. Carr is concerned about huge icicles coming down and recounts looking at another article from OSHA that half inch icicle traveling was falling at a velocity equal to 1000 pound hit with an 80 to 90 mile hour punch. Mr. Carr is concerned with his daughters in the backyard playing when an icicle had that possibility. OSHA states ice from a cell tower can travel as far out as 50 to 100 feet. They recommend you wear a hard hat. Mr. Carr does not want to have his kids wear a hard hat when they're out in the backyard playing. Proximity to his house it's 55 to 60 to the fence line and this gentleman said they recommend a 200 feet falls zone. Though his house is in their 185 feet. The City of Liberal does not have a planning and zoning guideline off of the cell tower might be something to look into but 200 feet fall zone was what they recommended. Mr. Carr points out other houses that fall right into that. Mr. Carr reiterates that it's way too close for the safety his kids, his family, school kids with that being there. Mr. Carr is also concerned if he ever wants to build out or it add on to my home maybe put a pool put a garage in the back now that property in the fall zone and he doesn't know if he can even get it insured. Back to the checklist, 10 through 13 promote the level of continuity and use, avoiding inappropriate use. When they built this development they weren't picturing a cell tower being there. promote the value and character of existing or authorize improvements, which this doesn't since it isn't improving his value or his character of my property or my adjoining property homeowners. Mr. Carr continues with promote improvements and land uses that are keeping with accepted planning principles provision orderly and proper urban renewal development and growth. Mentioned Marvin got the expansion up north so Mr. Carr reached out to a gentleman that has a spot there just north of

Tucker. Far enough North they should communicate because it's not like Liberal is a big valley, it's flat. 150 feet to the South end of town you should be able to hit it. Mr. Carr feels that the water tower more of a landmark since everywhere every towns got them. They're proud of them. Mr. Carr points out that there's 14 towers in town not one of them required a special use permit. Don't know why this one is the exception because the city three years ago thought it was a good idea, but I think we could find a commercial piece of property this would fit on. Or find another spot on the course. There are spots around the course that I've looked at, I've gone through Google Maps as well. Mr. Carr brings up at the last meeting Mead Lumber was mentioned and the gentlemen said no, it's too small. Mr. Carr has measured it out it's 90 feet by 230 feet all they need 70 by 70 feet only 2100 feet from the proposed site. There's a 90 feet by 90 feet by O'Reilly that is zoned commercial it's 2300 feet from the proposed site. Next to the club, the cart shack, 1700 feet there's 70 feet by 70 feet there let's put it there, it's out of the way of any homes. There's a spot on Western out by the retention pond. Behind Brookdale, there's spot there behind the hospital. Plenty of room behind the hospital between Equity Bank and Best Western. There's an empty lot there zoned commercial. Finally, last but not least, wasn't one that north of Tucker where we could hit the new housing development but just South of it. plenty of land there's plenty of parking go put 70 by 70 in. Mr. Carr states he knows the towers are necessary have to have them apparently but it looks like we got options and maybe we could put a put this equipment on another tower. Mr. Carr doesn't feel the need that we just need to start putting up towers everywhere because the company wants to and end up having these things littered around town. Every day we keep it up and then the thought at the last meeting too was everybody at the club was on board there was nobody here from the club to oppose it. Mr. Carr reads the e-mail *It has come to our attention that some members believe the proposed AT&T tower should have been a stockholder decision and not a board decision. Technically the answer to why we made the decision as a board is that it's our duty and it reads their article. Keep in mind we've rented park sheds, maintenance buildings, put towers on the water tower, all without stockholder approval. If we had to have stockholder approval for everything, we wouldn't need a board and quite frankly nothing would get done. That's the technical answer. Here's the real world answer, honestly, it never crossed our minds that it was a stockholder issue because we thought it was 100% no brainer the potential rental income to the club over the 30 year lease is \$584,180.34. We didn't see any way that our hope to pass an opportunity like that, we've attached spreadsheet that shows that rental progression. We apologize to anyone who feels like we acted without the clubs interest in mind and would be more than happy to visit at any time.* Mr. Carr reached out to some of those club members that couldn't make it tonight and they do not want that. The money is lucrative that's great, but Mr. Carr thinks they can find another spot to put this and it would benefit the town. Wouldn't have to put it at risk where there's kids, put it further away from the residential area and not have to use a special use permit to get this thing done. Thank you. Mr. Carr takes his seat.

Joanne Sharpe, 1771 N Calhoun, that was the first house up there in that edition so I've been there a long time but I know the Country Club golf course. Mrs. Sharpe states another thing that Brad didn't mention is they intend to put an access gate up there so they can get right to their [cell] tower, so we have more traffic down our alley and it's not always controlled. Mrs. Sharpe explains that she sees trucks going down my alley far above 30 miles an hour so she thinks the gravel areas they want to turn around and the other things they want out here to take care of their cable and their electrical things those are just extra boxes. Mrs. Sharpe continues stating that in one of the maps they had of the city, it shows future things. If they continue to put future things

there then pretty soon you'll not have a golf course, you'll just have towers. Mrs. Sharpe agrees it's progress and Liberal has turned down progress at certain places lots of times, like the highway around town for one and things of that nature. Mrs. Sharpe states she knows that they have said they will take it down, if necessary. Much like the oil companies takedown things on our farm grounds and they are never restored to its original. Mrs. Sharpe states concrete has to be there, have to be careful and it's a mess. The big box they say they're going to put around it to keep kids out of it, that'll become a real trash container if they don't take it down and it could also be a place where kids can get trapped. Pay a certain amount of money for the Internet towers but I don't think that kind impact you do for special use because once you do that then you get he could do it again. Mrs. Sharpe mentions another impacted resident who was unable to make the meeting but is against it, Mr. Peterson. Mrs. Sharpe concludes that it is not a good plan to put that tower there. Thank you. Mrs. Sharpe takes her seat.

Kitty Romine, 1861 N Calhoun, with the same concerns that were stated the last time we were here the same concern. Ms. Romine also mentions a neighbor who lives next door and they have the same concerns but they are not able to come to the meeting. Ms. Romine states that somebody from the city calling to tell them that they want to put this tower out there, don't think that is something that needs just one person from the city, it should have been the whole council. Thank you. Ms. Romine takes her seat.

Steve says he is going to close the public portion of this with the note that if we want to call someone back up to ask him a question specifically during our discussion we will do so but as of now the public portion of the meeting is closed and I turn it over to our board for discussion and decision. Jeff asks Mr. Klocke if there is an issue at all with moving in a different place in the Country Club. Mr. Klocke states no but they haven't ventured and discussed that. AT&T has engineered this specific side in that northwest corner and they've had to do a lot of engineering to accomplish that. This isn't a simple thing as like an umbrella where you move it and then goes around. Mr. Klocke continues saying these things are talking and we're not putting it on any fairways so we're not looking at anywhere else in the golf course as far as he's concerned.

Rod Riley, 595 Fairway, That is the only spot that we are interested where we can put it in. out there I mean we don't want water tower in the middle of fairways that comes into play. This particular place in the northwest corner, it is, since he plays golf out there all the time, it is virtually impossible no one hits balls out so that's where we're looking at that northwest corner. Mr. Riley continues that there's really no other place and the club as a whole we haven't discussed that because he doesn't think that the board as a whole was open to move it looking and put it in the end that way. There's nowhere else to put it. Did talk about some others possible places and really the only place that's out of play enough to put it would be by the water tower. Mr. Riley states that when it was discussed, you have problems with coverage because of that water tower. On several occasions and many conversations via phone on placing at different places, looked at putting it closer to the water tower location the signal gets shot out from the new communication tower that water tower starts blocking the signal. Mr. Riley explains that it couldn't be put that close, right away the signal was getting blocked from that metal water tower. Mr. Riley points out that he didn't see the map of other proposed locations but there's places between fairways that I'm guessing council from Wichita was talking about. This is a 63 acre golf course there's just because you're between fairways doesn't mean it's not in play. Mr. Riley says it's a very compact golf course, don't have 500 acres it's right there. Mr. Riley states that Mr. Carr mentioned the other cart shop there with a 70 x 70 spot there but was a trial run that was built to see if people rented and it's almost full. If it fills up and we get more people, going

to build another shed and if a tower is there, there's no room for expansion. Discussed but I could walk forward in their basketball court for the kids stuff like that so if we put that in there then no room for progress or growth there. So there's the answer to your question about another spot on the course. Thank you. Mr. Riley takes his seat.

Nick asks if it can be moved down on a 45 degree angle about 75 to 85 feet S SE from the proposed location then get it away from Brad's house. Audience member states that the cart path is right there and that initially moved it away from that corner. Nick just thought if it could move it a little bit to gives you do have a fairly large area there

Mona states that she thinks that Liberal needs this. She thinks that if we want to grow as a community, we need it.

Jairo as well was kind of going towards the same direction and maybe possibly moving it, not very familiar with golf so see the map there's a spot here near what kind of seems like a pond maybe somewhere like around there because that's a good spot around the water tower. the biggest one there for reasons that Mr. Klocke mentioned, an audience member states, looked at feasible spots when first started was the proposed area and by the water tower. Their engineers or whatever they are, by the water tower was not visible because of blockage because of the signal blockage.

Steve mentions we have a tough decision. We've heard pros and cons from both sides very good pros very good, and quite honestly some things that I hadn't considered. I appreciate the fact that Mr. Carr did extensive research. The icicle part bothers me. I said it before I said it I'll say it again I actually drove by when the KJIL radio tower was pulled down by ice storm over NE of Mead and it was it was quite a mess and it covered a pretty big area. That's an entirely different type of tower with guy wires and a much different layout but it was frightening what I saw. I appreciate the comments that everybody has provided to us tonight, you certainly have not made our job any easier one way or the other. So with that being said, I would ask for a motion to grant the special use permit or a motion to deny the special use permit.

Jeff has just a quick question confirming this will go to the City Council for approval now right or will this this special usually this goes this now goes to the City Council. So the City Council still has to hear the same stuff. I think at this point I think it would be pass it on to the City Council, let the elected officials handle the ultimate decision. Motion to grant the special use permit pending approval by the City Council.

Motion by Mona, with a second by Nick, to grant the special use permit.

Steve says thank you to everyone for your diligence and your work.

AYES: Merz, Schwindt, Arredondo, Hall, Vazquez

NAYES: None

ABSTAIN: None

ABSENT: Goitia

All in favor, motion carries.

PROTEST PETITION TO SPECIAL USE PERMIT APPLICATION

SECTION 1. The undersigned property owners protest the proposed action considered for property described in Case BZ-22-03, which applies for a Special Use Permit for the installation of a 150-foot-tall communication tower on a 70-foot by 70-foot lease area in the far northwest corner of the property owned by the Liberal Country Club located at 333 W. 18th Street, Liberal, Kansas 67901, presently zoned as R-3.

The legal description for the property in the SUP application is the West Sixty (60) acres of the North half (N/2) of the Southeast Quarter (SE/4) of Section Twenty-nine (29), Township Thirty-four (34) South, Range Thirty-three (33) West of the 6th P.M., Seward County, Kansas. The legal description for the lease area in the SUP application is COMMENCING at the Southwest Corner of Lot 22, Block 10, COUNTRY CLUB ACRES 2ND PLAT; thence along the South line of said Lot 22, South 88° 42' 37" East, a distance of 90.08 feet; thence leaving said South line, South 01° 17' 23" West, a distance of 25.00 feet to the POINT OF BEGINNING; thence continuing South 01° 17' 23" West, a distance of 70.00 feet; thence North 88° 42' 37" West, a distance of 70.00 feet; thence North 01° 17' 23" East, a distance of 70.00 feet; thence South 88° 42' 37" East, a distance of 70.00 feet to the POINT OF BEGINNING, to the City of Liberal, Seward County, Kansas. [Parcel: 088-149-29-0-40-01-002.00-0]

SECTION 2. Protestor(s): Trace A. Haskell and Kendra M. Haskell

Street Address of Property Owned: 1810 North Calhoun, Liberal, KS, 67901

Legal Description (Lot/Block/Addition) of Property Owned: SURFACE AND SURFACE RIGHTS ONLY, in and to: Lot Ten (10), Block Eight (8), NELLIE TUCKER SECOND ADDITION to the City of Liberal, Seward County, Kansas, according to the recorded Plat thereof.

Signature of Property Owner: Kendra Haskell

Printed Name of Property Owner: Kendra Haskell

Date: 9/27/22

Phone Number: 417-4619

Email: kmbhaskas@hotmail.com

Signature of Property Owner: Trace Haskell

Printed Name of Property Owner: Trace Haskell

Date: 9/27/22

Phone Number: 316-619-7315

Email: trace.haskell@usd480.net

ACKNOWLEDGEMENT

STATE OF KANSAS)
COUNTY OF SEWARD)

Be it remembered that on this 27th day of **September, 2022**, before me, a notary public in and for said county and state, came Trace A. Haskell and Kendra M. Haskell, to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

Alyssa S. Krause
NOTARY PUBLIC

My commission expires: 11/4/2022

NOTARY PUBLIC - STATE OF KANSAS



My Commission Expires

11/4/2022

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SECTION 2. Protestor(s): Eli B. Svaty and Marilyn M. Svaty of Seward County, in the State of Kansas as JOINT TENANTS with full rights of survivorship and not as tenants in common, of the second part

Street Address of Property Owned: 1720 North Calhoun, Liberal, KS, 67901

Legal Description (Lot/Block/Addition) of Property Owned: SURFACE AND SURFACE RIGHTS ONLY, IN AND TO: The Northeast Sixty feet (NE60') of Lot Two (2) and the Southwest Sixty feet (SW60') of Lot Three (3), Block Eight (8), NELLIE TUCKER SECOND ADDITION to the City of Liberal, Seward County, Kansas, according to the recorded Plat thereof.

Signature of Property Owner: Eli Svaty

Printed Name of Property Owner: Eli Svaty Date: 9/27/22

Phone Number: 785-531-1915 Email: esvaty@gmail.com

Signature of Property Owner: Marilyn Svaty

Printed Name of Property Owner: Marilyn Svaty Date: 9-27-22

Phone Number: 420-655-8836 Email: marilynsvaty@gmail.com

ACKNOWLEDGEMENT

STATE OF KANSAS)
COUNTY OF SEWARD)

Be it remembered that on this 27th day of **September, 2022**, before me, a notary public in and for said county and state, came Eli B. Svaty and Marilyn M. Svaty, to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

Alyssa S. Krause
NOTARY PUBLIC

My commission expires: 11/4/2022

NOTARY PUBLIC - STATE OF KANSAS
**Alyssa S Krause**
My Commission Expires 11/4/2022

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SECTION 2. Protestor(s): S L Cope

Street Address of Property Owned: 1741 Calhoun Court, Liberal, KS, 67901

Legal Description (Lot/Block/Addition) of Property Owned: SURFACE AND SURFACE RIGHTS ONLY, in and to Lot Five (5), Block Seven (7), NELLIE TUCKER SECOND ADDITION to the City of Liberal, Seward County, Liberal, Kansas, according to the recorded Plat thereof.

Signature of Property Owner: Stacy Cope
Printed Name of Property Owner: STACY COPE Date: 9-27-22
Phone Number: 785-331-5828 Email: SLCOPE@yahoo.com

Signature of Property Owner: _____
Printed Name of Property Owner: _____ Date: _____
Phone Number: _____ Email: _____

ACKNOWLEDGEMENT

STATE OF KANSAS)
COUNTY OF SEWARD)

Be it remembered that on this 27th day of **September, 2022**, before me, a notary public in and for said county and state, came S L Cope, to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

Alyssa S. Krause
NOTARY PUBLIC

My commission expires: 11/4/2022

NOTARY PUBLIC - STATE OF KANSAS



Alyssa S Krause

My Commission Expires

11/4/2022

PROTEST PETITION TO SPECIAL USE PERMIT APPLICATION

SECTION 1. The undersigned property owners protest the proposed action considered for property described in Case BZ-22-03, which applies for a Special Use Permit for the installation of a 150-foot-tall communication tower on a 70-foot by 70-foot lease area in the far northwest corner of the property owned by the Liberal Country Club located at 333 W. 18th Street, Liberal, Kansas 67901, presently zoned as R-3.

The legal description for the property in the SUP application is the West Sixty (60) acres of the North half (N/2) of the Southeast Quarter (SE/4) of Section Twenty-nine (29), Township Thirty-four (34) South, Range Thirty-three (33) West of the 6th P.M., Seward County, Kansas. The legal description for the lease area in the SUP application is COMMENCING at the Southwest Corner of Lot 22, Block 10, COUNTRY CLUB ACRES 2ND PLAT; thence along the South line of said Lot 22, South 88° 42' 37" East, a distance of 90.08 feet; thence leaving said South line, South 01° 17' 23" West, a distance of 25.00 feet to the POINT OF BEGINNING; thence continuing South 01° 17' 23" West, a distance of 70.00 feet; thence North 88° 42' 37" West, a distance of 70.00 feet; thence North 01° 17' 23" East, a distance of 70.00 feet; thence South 88° 42' 37" East, a distance of 70.00 feet to the POINT OF BEGINNING, to the City of Liberal, Seward County, Kansas. [Parcel: 088-149-29-0-40-01-002.00-0]

SECTION 2. Protestor(s): Jo Ann Sharp, Trustee of the Jo Ann Sharp Revocable Trust dated June 11, 1998 Street Address of Property Owned: 1771 North Calhoun, Liberal, KS, 67901

Legal Description (Lot/Block/Addition) of Property Owned: All of Lot Eight (8) and the South Half (S/2) of Lot Nine (9), Block Seven (7), Nellie Tucker Second Addition to the City of Liberal, Kansas It is agreed by and between the parties hereto that the conveyance of the South Half (S/2) of Lot Nine (9) includes all of said lot lying south of an imaginary line obtained by commencing at a point 54 65 feet north of the southeast corner of said Lot Nine (9), which point is established by a steel rod set in concrete and extending a line northwest to a point 45 feet north on the west lot line from the southwest corner of said Lot Nine (9), which point is established by a steel pin set in concrete

Signature of Property Owner: Jo Ann Sharp

Printed Name of Property Owner: Jo Ann Sharp Date: 09/27-2022

Phone Number: 620-629-5345 Email: gjsharp@sbcglobal.net

Signature of Property Owner: _____

Printed Name of Property Owner: _____ Date: _____

Phone Number: _____ Email: _____

ACKNOWLEDGEMENT

STATE OF KANSAS)
COUNTY OF SEWARD)

Be it remembered that on this 27th day of **September, 2022**, before me, a notary public in and for said county and state, came Jo Ann Sharp, Trustee, to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

My commission expires: 11/4/2022 NOTARY PUBLIC Alyssa S. Krause

NOTARY PUBLIC - STATE OF KANSAS



Alyssa S Krause

My Commission Expires

11/4/2022

PROTEST PETITION TO SPECIAL USE PERMIT APPLICATION

SECTION 1. The undersigned property owners protest the proposed action considered for property described in Case BZ-22-03, which applies for a Special Use Permit for the installation of a 150-foot-tall communication tower on a 70-foot by 70-foot lease area in the far northwest corner of the property owned by the Liberal Country Club located at 333 W. 18th Street, Liberal, Kansas 67901, presently zoned as R-3.

The legal description for the property in the SUP application is the West Sixty (60) acres of the North half (N/2) of the Southeast Quarter (SE/4) of Section Twenty-nine (29), Township Thirty-four (34) South, Range Thirty-three (33) West of the 6th P.M., Seward County, Kansas. The legal description for the lease area in the SUP application is COMMENCING at the Southwest Corner of Lot 22, Block 10, COUNTRY CLUB ACRES 2ND PLAT; thence along the South line of said Lot 22, South 88° 42' 37" East, a distance of 90.08 feet; thence leaving said South line, South 01° 17' 23" West, a distance of 25.00 feet to the POINT OF BEGINNING; thence continuing South 01° 17' 23" West, a distance of 70.00 feet; thence North 88° 42' 37" West, a distance of 70.00 feet; thence North 01° 17' 23" East, a distance of 70.00 feet; thence South 88° 42' 37" East, a distance of 70.00 feet to the POINT OF BEGINNING, to the City of Liberal, Seward County, Kansas. [Parcel: 088-149-29-0-40-01-002.00-0]

SECTION 2. Protestor(s): Candice L. Prater

Street Address of Property Owned: 1780 North Calhoun, Liberal, KS, 67901

Legal Description (Lot/Block/Addition) of Property Owned: SURFACE AND SURFACE RIGHTS ONLY, IN AND TO: Lot Seven (7), Block Eight (8), NELLIE TUCKER SECOND ADDITION to the City of Liberal, Seward County, Kansas, according to the recorded Plat thereof.

Signature of Property Owner: _____

Printed Name of Property Owner: _____

Date: _____

Phone Number: _____

Email: _____

Signature of Property Owner: _____

Printed Name of Property Owner: _____

Date: _____

Phone Number: _____

Email: _____

ACKNOWLEDGEMENT

STATE OF KANSAS)
COUNTY OF SEWARD)

Be it remembered that on this 27th day of **September, 2022**, before me, a notary public in and for said county and state, came Candice L. Prater, to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

Alyssa S. Krause
NOTARY PUBLIC

My commission expires: 11/4/2022

NOTARY PUBLIC - STATE OF KANSAS



My Commission Expires

11/4/2022

PROTEST PETITION TO SPECIAL USE PERMIT APPLICATION

SECTION 1. The undersigned property owners protest the proposed action considered for property described in Case BZ-22-03, which applies for a Special Use Permit for the installation of a 150-foot-tall communication tower on a 70-foot by 70-foot lease area in the far northwest corner of the property owned by the Liberal Country Club located at 333 W. 18th Street, Liberal, Kansas 67901, presently zoned as R-3.

The legal description for the property in the SUP application is the West Sixty (60) acres of the North half (N/2) of the Southeast Quarter (SE/4) of Section Twenty-nine (29), Township Thirty-four (34) South, Range Thirty-three (33) West of the 6th P.M., Seward County, Kansas. The legal description for the lease area in the SUP application is COMMENCING at the Southwest Corner of Lot 22, Block 10, COUNTRY CLUB ACRES 2ND PLAT; thence along the South line of said Lot 22, South 88° 42' 37" East, a distance of 90.08 feet; thence leaving said South line, South 01° 17' 23" West, a distance of 25.00 feet to the POINT OF BEGINNING; thence continuing South 01° 17' 23" West, a distance of 70.00 feet; thence North 88° 42' 37" West, a distance of 70.00 feet; thence North 01° 17' 23" East, a distance of 70.00 feet; thence South 88° 42' 37" East, a distance of 70.00 feet to the POINT OF BEGINNING, to the City of Liberal, Seward County, Kansas. [Parcel: 088-149-29-0-40-01-002.00-0]

SECTION 2. Protestor(s): Estanislao Tovilla

Street Address of Property Owned: 420 Lilac Drive, Liberal, KS, 67901

Legal Description (Lot/Block/Addition) of Property Owned: Surface and surface rights only, in and to: The East Eighty Feet (E80') of Lot Fifteen (15), Block Ten (10), Country Club Acres Subdivision, Plat No. 1 to the City of Liberal, Seward County, Kansas

Signature of Property Owner: Estanislao Tovilla

Printed Name of Property Owner: Estanislao Tovilla Date: 9/26/22

Phone Number: 620 476765 Email: estanislao.tovilla@hotmail.com

Signature of Property Owner: _____

Printed Name of Property Owner: _____ Date: _____

Phone Number: _____ Email: _____

ACKNOWLEDGEMENT

STATE OF KANSAS)
COUNTY OF SEWARD)

Be it remembered that on this 27th day of **September, 2022**, before me, a notary public in and for said county and state, came Estanislao Tovilla, to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

Alyssa S. Krause
NOTARY PUBLIC

My commission expires: 11/4/2022

NOTARY PUBLIC - STATE OF KANSAS



Alyssa S Krause

My Commission Expires

11/4/2022

PROTEST PETITION TO SPECIAL USE PERMIT APPLICATION

SECTION 1. The undersigned property owners protest the proposed action considered for property described in Case BZ-22-03, which applies for a Special Use Permit for the installation of a 150-foot-tall communication tower on a 70-foot by 70-foot lease area in the far northwest corner of the property owned by the Liberal Country Club located at 333 W. 18th Street, Liberal, Kansas 67901, presently zoned as R-3.

The legal description for the property in the SUP application is the West Sixty (60) acres of the North half (N/2) of the Southeast Quarter (SE/4) of Section Twenty-nine (29), Township Thirty-four (34) South, Range Thirty-three (33) West of the 6th P.M., Seward County, Kansas. The legal description for the lease area in the SUP application is COMMENCING at the Southwest Corner of Lot 22, Block 10, COUNTRY CLUB ACRES 2ND PLAT; thence along the South line of said Lot 22, South 88° 42' 37" East, a distance of 90.08 feet; thence leaving said South line, South 01° 17' 23" West, a distance of 25.00 feet to the POINT OF BEGINNING; thence continuing South 01° 17' 23" West, a distance of 70.00 feet; thence North 88° 42' 37" West, a distance of 70.00 feet; thence North 01° 17' 23 East, a distance of 70.00 feet; thence South 88° 42' 37" East, a distance of 70.00 feet to the POINT OF BEGINNING, to the City of Liberal, Seward County, Kansas. [Parcel: 088-149-29-0-40-01-002.00-0]

SECTION 2. Protestor(s): Laura Dominguez AKA Laura V. Dominguez

Street Address of Property Owned: 771 South Holly, Liberal, KS, 67901

Legal Description (Lot/Block/Addition) of Property Owned: SURFACE AND SURFACE RIGHTS ONLY, IN AND TO: Lot Eight (8), Block One (1), HOLLY RIDGE SUBDIVISION, PLAT NO. 1, to the City of Liberal, Seward County, Kansas, according to the recorded Plat thereof.

Signature of Property Owner: 

Printed Name of Property Owner: Laura V. Dominguez Date: 9/27/22

Phone Number: 620-482-6570 Email: van.sundae@gmail.com

Signature of Property Owner: _____

Printed Name of Property Owner: _____ Date: _____

Phone Number: _____ Email: _____

ACKNOWLEDGEMENT

STATE OF KANSAS)
COUNTY OF SEWARD)

Be it remembered that on this 27th day of **September, 2022**, before me, a notary public in and for said county and state, came Laura Dominguez AKA Laura V. Dominguez, to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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


NOTARY PUBLIC

My commission expires: 11/4/2022

NOTARY PUBLIC - STATE OF KANSAS

Alyssa S Krause
My Commission Expires 11/4/2022

PROTEST PETITION TO SPECIAL USE PERMIT APPLICATION

SECTION 1. The undersigned property owners protest the proposed action considered for property described in Case BZ-22-03, which applies for a Special Use Permit for the installation of a 150-foot-tall communication tower on a 70-foot by 70-foot lease area in the far northwest corner of the property owned by the Liberal Country Club located at 333 W. 18th Street, Liberal, Kansas 67901, presently zoned as R-3.

The legal description for the property in the SUP application is the West Sixty (60) acres of the North half (N/2) of the Southeast Quarter (SE/4) of Section Twenty-nine (29), Township Thirty-four (34) South, Range Thirty-three (33) West of the 6th P.M., Seward County, Kansas. The legal description for the lease area in the SUP application is COMMENCING at the Southwest Corner of Lot 22, Block 10, COUNTRY CLUB ACRES 2ND PLAT; thence along the South line of said Lot 22, South 88° 42' 37" East, a distance of 90.08 feet; thence leaving said South line, South 01° 17' 23" West, a distance of 25.00 feet to the POINT OF BEGINNING; thence continuing South 01° 17' 23" West, a distance of 70.00 feet; thence North 88° 42' 37" West, a distance of 70.00 feet; thence North 01° 17' 23" East, a distance of 70.00 feet; thence South 88° 42' 37" East, a distance of 70.00 feet to the POINT OF BEGINNING, to the City of Liberal, Seward County, Kansas. [Parcel: 088-149-29-0-40-01-002.00-0]

SECTION 2. Protestor(s): Claudia E. Garcia and Ivan D. Medina-Cervantes

Street Address of Property Owned: 721 South Holly Drive, Liberal, KS, 67901

Legal Description (Lot/Block/Addition) of Property Owned: SURFACE AND SURFACE RIGHTS ONLY, IN AND TO: All of Lot three (3) except the North six feet (N. 6') thereof and the North six feet (N. 6') of Lot Four (4), Block One (1), Holly Ridge Subdivision Plat #1 to the City of Liberal, Seward County, Kansas, according to the recorded plat thereof.

Signature of Property Owner: Claudia

Printed Name of Property Owner: Claudia Garcia Date: 9-28-22

Phone Number: 620 391 6820 Email: Claudia-g19@yahoo.com

Signature of Property Owner: Ivan Medina

Printed Name of Property Owner: Ivan Medina Date: 9-28-22

Phone Number: 620 391 6820 Email: claudia-g19@yahoo.com

ACKNOWLEDGEMENT

STATE OF KANSAS)
COUNTY OF SEWARD)

Be it remembered that on this 27th day of **September, 2022**, before me, a notary public in and for said county and state, came Claudia E. Garcia and Ivan D. Medina-Cervantes, to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

Alyssa S. Krause
NOTARY PUBLIC

My commission expires: 11/4/2022

NOTARY PUBLIC - STATE OF KANSAS



My Commission Expires

11/4/2022

PROTEST PETITION TO SPECIAL USE PERMIT APPLICATION

SECTION 1. The undersigned property owners protest the proposed action considered for property described in Case BZ-22-03, which applies for a Special Use Permit for the installation of a 150-foot-tall communication tower on a 70-foot by 70-foot lease area in the far northwest corner of the property owned by the Liberal Country Club located at 333 W. 18th Street, Liberal, Kansas 67901, presently zoned as R-3.

The legal description for the property in the SUP application is the West Sixty (60) acres of the North half (N/2) of the Southeast Quarter (SE/4) of Section Twenty-nine (29), Township Thirty-four (34) South, Range Thirty-three (33) West of the 6th P.M., Seward County, Kansas. The legal description for the lease area in the SUP application is COMMENCING at the Southwest Corner of Lot 22, Block 10, COUNTRY CLUB ACRES 2ND PLAT; thence along the South line of said Lot 22, South 88° 42' 37" East, a distance of 90.08 feet; thence leaving said South line, South 01° 17' 23" West, a distance of 25.00 feet to the POINT OF BEGINNING; thence continuing South 01° 17' 23" West, a distance of 70.00 feet; thence North 88° 42' 37" West, a distance of 70.00 feet; thence North 01° 17' 23" East, a distance of 70.00 feet; thence South 88° 42' 37" East, a distance of 70.00 feet to the POINT OF BEGINNING, to the City of Liberal, Seward County, Kansas. [Parcel: 088-149-29-0-40-01-002.00-0]

SECTION 2. Protestor(s): Carlos R Martinez and Charity S Martinez

Street Address of Property Owned: 1760 North Calhoun, Liberal, KS, 67901

Legal Description (Lot/Block/Addition) of Property Owned: SURFACE AND SURFACE RIGHTS ONLY, in and to, The Northeast ten feet (NE 10') of Lot Four (4) and ALL of Lot Five (5), Block Eight (8), NELLIE TUCKER SECOND ADDITION to the City of Liberal, Seward County, Kansas, according to the recorded Plat thereof.

Signature of Property Owner: _____

Printed Name of Property Owner: Carlos R. Martinez Date: 9-27-22

Phone Number: 620-655-1353 Email: hogheadmartinez@hotmail.com

Signature of Property Owner: _____

Printed Name of Property Owner: Charity Martinez Date: 9/27/22

Phone Number: 620 655 6560 Email: icookforyou17@yahoo.com

ACKNOWLEDGEMENT

STATE OF KANSAS)
COUNTY OF SEWARD)

Be it remembered that on this 27th day of **September, 2022**, before me, a notary public in and for said county and state, came Carlos R Martinez and Charity S Martinez, to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

Alyssa S. Krause
NOTARY PUBLIC

My commission expires: 11/4/2022

NOTARY PUBLIC - STATE OF KANSAS



Alyssa S Krause

My Commission Expires

11/4/2022

PROTEST PETITION TO SPECIAL USE PERMIT APPLICATION

SECTION 1. The undersigned property owners protest the proposed action considered for property described in Case BZ-22-03, which applies for a Special Use Permit for the installation of a 150-foot-tall communication tower on a 70-foot by 70-foot lease area in the far northwest corner of the property owned by the Liberal Country Club located at 333 W. 18th Street, Liberal, Kansas 67901, presently zoned as R-3.

The legal description for the property in the SUP application is the West Sixty (60) acres of the North half (N/2) of the Southeast Quarter (SE/4) of Section Twenty-nine (29), Township Thirty-four (34) South, Range Thirty-three (33) West of the 6th P.M., Seward County, Kansas. The legal description for the lease area in the SUP application is COMMENCING at the Southwest Corner of Lot 22, Block 10, COUNTRY CLUB ACRES 2ND PLAT; thence along the South line of said Lot 22, South 88° 42' 37" East, a distance of 90.08 feet; thence leaving said South line, South 01° 17' 23" West, a distance of 25.00 feet to the POINT OF BEGINNING; thence continuing South 01° 17' 23" West, a distance of 70.00 feet; thence North 88° 42' 37" West, a distance of 70.00 feet; thence North 01° 17' 23" East, a distance of 70.00 feet; thence South 88° 42' 37" East, a distance of 70.00 feet to the POINT OF BEGINNING, to the City of Liberal, Seward County, Kansas. [Parcel: 088-149-29-0-40-01-002.00-0]

SECTION 2. Protestor(s): Jess W Koons and Eva Lou Koons, husband and wife.

Street Address of Property Owned: 1871 North Calhoun, Liberal, KS, 67901

Legal Description (Lot/Block/Addition) of Property Owned: The East Seventy-five feet (E 75') of Lot Eighteen (18), Block Seven (7), Nellie Tucker Second Addition to the City of Liberal.

Signature of Property Owner: Eva Lou Koons

Printed Name of Property Owner: Jess & Eva Lou Koons Date: 9-28-22

Phone Number: 620 624 1588 Email: flipout1951@gmail.com

Signature of Property Owner: Jess W Koons

Printed Name of Property Owner: Jess Koons Date: 9-28-2022

Phone Number: 620 624 1588 Email: flipout1951@gmail.com

ACKNOWLEDGEMENT

STATE OF KANSAS)
COUNTY OF SEWARD)

Be it remembered that on this 27th day of **September, 2022**, before me, a notary public in and for said county and state, came Jess W Koons and Eva Lou Koons, to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

Alyssa S. Krause
NOTARY PUBLIC

My commission expires: 11/4/2022

NOTARY PUBLIC - STATE OF KANSAS



Alyssa S Krause

My Commission Expires 11/4/2022

PROTEST PETITION TO SPECIAL USE PERMIT APPLICATION

SECTION 1. The undersigned property owners protest the proposed action considered for property described in Case BZ-22-03, which applies for a Special Use Permit for the installation of a 150-foot-tall communication tower on a 70-foot by 70-foot lease area in the far northwest corner of the property owned by the Liberal Country Club located at 333 W. 18th Street, Liberal, Kansas 67901, presently zoned as R-3.

The legal description for the property in the SUP application is the West Sixty (60) acres of the North half (N/2) of the Southeast Quarter (SE/4) of Section Twenty-nine (29), Township Thirty-four (34) South, Range Thirty-three (33) West of the 6th P.M., Seward County, Kansas. The legal description for the lease area in the SUP application is COMMENCING at the Southwest Corner of Lot 22, Block 10, COUNTRY CLUB ACRES 2ND PLAT; thence along the South line of said Lot 22, South 88° 42' 37" East, a distance of 90.08 feet; thence leaving said South line, South 01° 17' 23" West, a distance of 25.00 feet to the POINT OF BEGINNING; thence continuing South 01° 17' 23" West, a distance of 70.00 feet; thence North 88° 42' 37" West, a distance of 70.00 feet; thence North 01° 17' 23" East, a distance of 70.00 feet; thence South 88° 42' 37" East, a distance of 70.00 feet to the POINT OF BEGINNING, to the City of Liberal, Seward County, Kansas. [Parcel: 088-149-29-0-40-01-002.00-0]

SECTION 2. Protestor(s): Katherine J. Romine

Street Address of Property Owned: 1861 North Calhoun, Liberal, KS, 67901

Legal Description (Lot/Block/Addition) of Property Owned: SURFACE AND SURFACE RIGHTS ONLY, IN AND TO: Lot Seventeen (17), Block Seven (7), NELLIE TUCKER SECOND ADDITION to the City of Liberal, Seward County, Kansas, according to the recorded Plat thereof.

Signature of Property Owner: Katherine J. Romine

Printed Name of Property Owner: KATHERINE J. ROMINE Date: 9-30-22

Phone Number: 620-624-3500 Email: Rettyjs@yahoo.com

Signature of Property Owner: _____

Printed Name of Property Owner: _____ Date: _____

Phone Number: _____ Email: _____

ACKNOWLEDGEMENT

STATE OF KANSAS)
COUNTY OF SEWARD)

Be it remembered that on this 27th day of **September, 2022**, before me, a notary public in and for said county and state, came Katherine J. Romine, to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

Alyssa S. Krause
NOTARY PUBLIC

My commission expires: 11/4/2022

NOTARY PUBLIC - STATE OF KANSAS

Alyssa S. Krause
My Commission Expires 11/4/2022

PROTEST PETITION TO SPECIAL USE PERMIT APPLICATION

SECTION 1. The undersigned property owners protest the proposed action considered for property described in Case BZ-22-03, which applies for a Special Use Permit for the installation of a 150-foot-tall communication tower on a 70-foot by 70-foot lease area in the far northwest corner of the property owned by the Liberal Country Club located at 333 W. 18th Street, Liberal, Kansas 67901, presently zoned as R-3.

The legal description for the property in the SUP application is the West Sixty (60) acres of the North half (N/2) of the Southeast Quarter (SE/4) of Section Twenty-nine (29), Township Thirty-four (34) South, Range Thirty-three (33) West of the 6th P.M., Seward County, Kansas. The legal description for the lease area in the SUP application is COMMENCING at the Southwest Corner of Lot 22, Block 10, COUNTRY CLUB ACRES 2ND PLAT; thence along the South line of said Lot 22, South 88° 42' 37" East, a distance of 90.08 feet; thence leaving said South line, South 01° 17' 23" West, a distance of 25.00 feet to the POINT OF BEGINNING; thence continuing South 01° 17' 23" West, a distance of 70.00 feet; thence North 88° 42' 37" West, a distance of 70.00 feet; thence North 01° 17' 23" East, a distance of 70.00 feet; thence South 88° 42' 37" East, a distance of 70.00 feet to the POINT OF BEGINNING, to the City of Liberal, Seward County, Kansas. [Parcel: 088-149-29-0-40-01-002.00-0]

SECTION 2. Protestor(s): Bradley S Carr and Brittney M Carr, as JOINT TENANTS with Full Rights of Survivorship and not as Tenants in Common.

Street Address of Property Owned: 1841 North Calhoun, Liberal, KS, 67901

Legal Description (Lot/Block/Addition) of Property Owned: SURFACE AND SURFACE RIGHTS ONLY, in and to Lots Fifteen (15) and Sixteen (16), Block Seven (7), NELLIE TUCKER SECOND ADDITION to the City of Liberal, Seward County, Kansas, according to the recorded Plat thereof.

Signature of Property Owner: _____

Printed Name of Property Owner: Bradley S Carr

Date: 9-28-22

Phone Number: 620-411-3830

Email: brad2carr@gmail.com

Signature of Property Owner: _____

Printed Name of Property Owner: Brittney M Carr

Date: 9-28-22

Phone Number: 620 482 3859

Email: blackshirts-no1@hotmail.com

ACKNOWLEDGEMENT

STATE OF KANSAS)
COUNTY OF SEWARD)

Be it remembered that on this 28th day of **September, 2022**, before me, a notary public in and for said county and state, came Bradley S Carr and Brittney M Carr, to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

Alyssa S. Krause
NOTARY PUBLIC

My commission expires: 11/4/2022

NOTARY PUBLIC - STATE OF KANSAS



My Commission Expires

11/4/2022

PROTEST PETITION TO SPECIAL USE PERMIT APPLICATION

SECTION 1. The undersigned property owners protest the proposed action considered for property described in Case BZ-22-03, which applies for a Special Use Permit for the installation of a 150-foot-tall communication tower on a 70-foot by 70-foot lease area in the far northwest corner of the property owned by the Liberal Country Club located at 333 W. 18th Street, Liberal, Kansas 67901, presently zoned as R-3.

The legal description for the property in the SUP application is the West Sixty (60) acres of the North half (N/2) of the Southeast Quarter (SE/4) of Section Twenty-nine (29), Township Thirty-four (34) South, Range Thirty-three (33) West of the 6th P.M., Seward County, Kansas. The legal description for the lease area in the SUP application is COMMENCING at the Southwest Corner of Lot 22, Block 10, COUNTRY CLUB ACRES 2ND PLAT; thence along the South line of said Lot 22, South 88° 42' 37" East, a distance of 90.08 feet; thence leaving said South line, South 01° 17' 23" West, a distance of 25.00 feet to the POINT OF BEGINNING; thence continuing South 01° 17' 23" West, a distance of 70.00 feet; thence North 88° 42' 37" West, a distance of 70.00 feet; thence North 01° 17' 23" East, a distance of 70.00 feet; thence South 88° 42' 37" East, a distance of 70.00 feet to the POINT OF BEGINNING, to the City of Liberal, Seward County, Kansas. [Parcel: 088-149-29-0-40-01-002.00-0]

SECTION 2. Protestor(s): Bradley S Beer and Jeanne D Beer as Grantees as joint tenants with right of survivorship.

Street Address of Property Owned: 1761 North Calhoun

Legal Description (Lot/Block/Addition) of Property Owned: SURFACE AND SURFACE ONLY IN AND TO All of Lot Seven (7) and part of Lot Six (6) being that part lying North of a line beginning on the East line of said lot 135 47 feet North of the Southeast corner of said lot thence West at an angle of 90 degrees 36 47 feet more or less to the Northwest line of said lot Block Seven (7) NELLIE TUCKER SECOND ADDITION to the City of Liberal Seward County Kansas according to the recorded Plat thereof A/K/A 1761 N Calhoun Ave., Liberal, Kansas.

Signature of Property Owner: Brad Beer

Printed Name of Property Owner: BRAD BEER Date: 10-4-2022

Phone Number: 620-629-0243 Email: brad.beer@cityofliberal.org

Signature of Property Owner: Jeanne D. Beer

Printed Name of Property Owner: Jeanne D. Beer Date: 10-4-2022

Phone Number: 620-482-0343 Email: jeanne.beer@yahoo.com

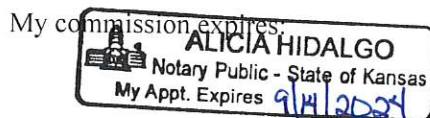
ACKNOWLEDGEMENT

STATE OF KANSAS)
COUNTY OF SEWARD)

Be it remembered that on this 4th day of **October, 2022**, before me, a notary public in and for said county and state, came Bradley S Beer and Jeanne D Beer to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

Alicia Hidalgo
NOTARY PUBLIC



PROTEST PETITION TO SPECIAL USE PERMIT APPLICATION

SECTION 1. The undersigned property owners protest the proposed action considered for property described in Case BZ-22-03, which applies for a Special Use Permit for the installation of a 150-foot-tall communication tower on a 70-foot by 70-foot lease area in the far northwest corner of the property owned by the Liberal Country Club located at 333 W. 18th Street, Liberal, Kansas 67901, presently zoned as R-3.

The legal description for the property in the SUP application is the West Sixty (60) acres of the North half (N/2) of the Southeast Quarter (SE/4) of Section Twenty-nine (29), Township Thirty-four (34) South, Range Thirty-three (33) West of the 6th P.M., Seward County, Kansas. The legal description for the lease area in the SUP application is COMMENCING at the Southwest Corner of Lot 22, Block 10, COUNTRY CLUB ACRES 2ND PLAT; thence along the South line of said Lot 22, South 88° 42' 37" East, a distance of 90.08 feet; thence leaving said South line, South 01° 17' 23" West, a distance of 25.00 feet to the POINT OF BEGINNING; thence continuing South 01° 17' 23" West, a distance of 70.00 feet; thence North 88° 42' 37" West, a distance of 70.00 feet; thence North 01° 17' 23" East, a distance of 70.00 feet; thence South 88° 42' 37" East, a distance of 70.00 feet to the POINT OF BEGINNING, to the City of Liberal, Seward County, Kansas. [Parcel: 088-149-29-0-40-01-002.00-0]

SECTION 2. Protestor(s): Michael D. Rice and Victoria K. Rice

Street Address of Property Owned: 108 Lilac

Legal Description (Lot/Block/Addition) of Property Owned: SURFACE AND SURFACE RIGHTS ONLY, in and to: Lot Twenty (4), Block Ten (10), Country Club Acres Plat #1, to the City of Liberal, Seward County, Kansas

Signature of Property Owner: Michael D. Rice

Printed Name of Property Owner: Michael D. Rice Date: 10-06-22

Phone Number: 620-482-6401 Email: ricemd600@gmail.com

Signature of Property Owner: Victoria K. Rice

Printed Name of Property Owner: Victoria K. Rice Date: 10-06-2022

Phone Number: 620-482-3209 Email: Vickiekrice@yahoo.com

ACKNOWLEDGEMENT

STATE OF KANSAS)
COUNTY OF SEWARD)

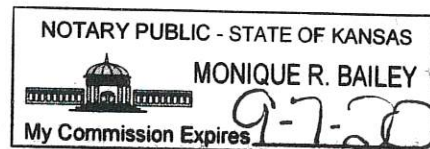
Be it remembered that on this ____ day of October, 2022, before me, a notary public in and for said county and state, came Michael & Victoria Rice to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

Monique R. Bailey
NOTARY PUBLIC

My commission expires:

9-7-2023



PROTEST PETITION TO SPECIAL USE PERMIT APPLICATION

SECTION 1. The undersigned property owners protest the proposed action considered for property described in Case BZ-22-03, which applies for a Special Use Permit for the installation of a 150-foot-tall communication tower on a 70-foot by 70-foot lease area in the far northwest corner of the property owned by the Liberal Country Club located at 333 W. 18th Street, Liberal, Kansas 67901, presently zoned as R-3.

The legal description for the property in the SUP application is the West Sixty (60) acres of the North half (N/2) of the Southeast Quarter (SE/4) of Section Twenty-nine (29), Township Thirty-four (34) South, Range Thirty-three (33) West of the 6th P.M., Seward County, Kansas. The legal description for the lease area in the SUP application is COMMENCING at the Southwest Corner of Lot 22, Block 10, COUNTRY CLUB ACRES 2ND PLAT; thence along the South line of said Lot 22, South 88° 42' 37" East, a distance of 90.08 feet; thence leaving said South line, South 01° 17' 23" West, a distance of 25.00 feet to the POINT OF BEGINNING; thence continuing South 01° 17' 23" West, a distance of 70.00 feet; thence North 88° 42' 37" West, a distance of 70.00 feet; thence North 01° 17' 23 East, a distance of 70.00 feet; thence South 88° 42' 37" East, a distance of 70.00 feet to the POINT OF BEGINNING, to the City of Liberal, Seward County, Kansas. [Parcel: 088-149-29-0-40-01-002.00-0]

SECTION 2. Protestor(s): Donald E. Witzke, Trustee of the Donald and Laura Witzke Trust under Agreement dated February 24, 2006

Street Address of Property Owned: 420 Lilac Drive

Legal Description (Lot/Block/Addition) of Property Owned: Surface and surface rights only, in and to: The East Eighty Feet (E80') of Lot Fifteen (15), Block Ten (10), Country Club Acres Subdivision, Plat No. 1 to the City of Liberal, Seward County, Kansas

Signature of Property Owner: _____

Printed Name of Property Owner: Donald E. Witzke

Date: 10-20-2022

Phone Number: 620-629-7422

Email: dwitzke@lrc-liberal.com

Signature of Property Owner: _____

Printed Name of Property Owner: _____

Date: _____

Phone Number: _____

Email: _____

ACKNOWLEDGEMENT

STATE OF KANSAS)
COUNTY OF SEWARD)

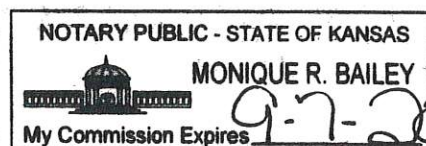
Be it remembered that on this 6th day of October, 2022, before me, a notary public in and for said county and state, came Donald E. Witzke to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

Monique R. Bailey
NOTARY PUBLIC

My commission expires:

9-7-2023



PROTEST PETITION TO SPECIAL USE PERMIT APPLICATION

SECTION 1. The undersigned property owners protest the proposed action considered for property described in Case BZ-22-03, which applies for a Special Use Permit for the installation of a 150-foot-tall communication tower on a 70-foot by 70-foot lease area in the far northwest corner of the property owned by the Liberal Country Club located at 333 W. 18th Street, Liberal, Kansas 67901, presently zoned as R-3.

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SECTION 2. Protestor(s): Stacy Lane Cope

Street Address of Property Owned: 1791 North Calhoun

Legal Description (Lot/Block/Addition) of Property Owned: SURFACE AND SURFACE RIGHTS ONLY, in and to: Lot 10 and North 12 feet of 9, Block 7, Nellie Tucker Second Addition, a/k/a 1791 North Calhoun Ave., Liberal, KS 67901

Signature of Property Owner: [Signature: Stacy Cope]
Printed Name of Property Owner: Stacy Cope Date: 10-6-22
Phone Number: 785-331-5828 Email: SCCOPE@yahoo.com

Signature of Property Owner: _____
Printed Name of Property Owner: _____ Date: _____
Phone Number: _____ Email: _____

ACKNOWLEDGEMENT

STATE OF KANSAS)
COUNTY OF SEWARD)

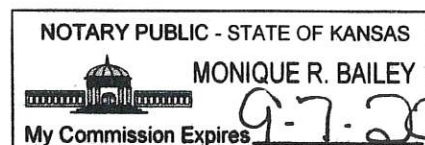
Be it remembered that on this ____ day of October, 2022, before me, a notary public in and for said county and state, came Stacy Lane Cope to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

[Signature: Monique R. Bailey]
NOTARY PUBLIC

My commission expires:

9-7-2023



PROTEST PETITION TO SPECIAL USE PERMIT APPLICATION

SECTION 1. The undersigned property owners protest the proposed action considered for property described in Case BZ-22-03, which applies for a Special Use Permit for the installation of a 150-foot-tall communication tower on a 70-foot by 70-foot lease area in the far northwest corner of the property owned by the Liberal Country Club located at 333 W. 18th Street, Liberal, Kansas 67901, presently zoned as R-3.

The legal description for the property in the SUP application is the West Sixty (60) acres of the North half (N/2) of the Southeast Quarter (SE/4) of Section Twenty-nine (29), Township Thirty-four (34) South, Range Thirty-three (33) West of the 6th P.M., Seward County, Kansas. The legal description for the lease area in the SUP application is COMMENCING at the Southwest Corner of Lot 22, Block 10, COUNTRY CLUB ACRES 2ND PLAT; thence along the South line of said Lot 22, South 88° 42' 37" East, a distance of 90.08 feet; thence leaving said South line, South 01° 17' 23" West, a distance of 25.00 feet to the POINT OF BEGINNING; thence continuing South 01° 17' 23" West, a distance of 70.00 feet; thence North 88° 42' 37" West, a distance of 70.00 feet; thence North 01° 17' 23" East, a distance of 70.00 feet; thence South 88° 42' 37" East, a distance of 70.00 feet to the POINT OF BEGINNING, to the City of Liberal, Seward County, Kansas. [Parcel: 088-149-29-0-40-01-002.00-0]

SECTION 2. Protestor(s): Marion W. Willimon and Janet M. Willimon

Street Address of Property Owned: 1811 North Calhoun

Legal Description (Lot/Block/Addition) of Property Owned: SURFACE AND SURFACE RIGHTS ONLY, in and to: Lot Twelve (12), Block Seven (7), NELLIE TUCKER SECOND ADDITION to the City of Liberal, Seward County, Kansas according to the recorded plat thereof.

Signature of Property Owner: Janet Willimon

Printed Name of Property Owner: Janet Willimon Date: 10-6-22

Phone Number: 620-655-2642 Email: jwillimon@live.com

Signature of Property Owner: Marion W. Willimon

Printed Name of Property Owner: Marion W. Willimon Date: 10-6-22

Phone Number: 620-655-2052 Email: wwillimon@icloud.com

ACKNOWLEDGEMENT

STATE OF KANSAS)
COUNTY OF SEWARD)

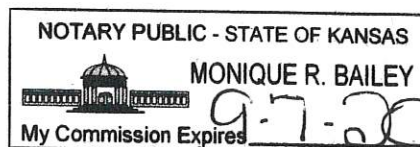
Be it remembered that on this 6th day of October, 2022, before me, a notary public in and for said county and state, came Marion W Willimon & Janet Willimon personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

Monique R. Bailey
NOTARY PUBLIC

My commission expires:

9-7-2023



PROTEST PETITION TO SPECIAL USE PERMIT APPLICATION

SECTION 1. The undersigned property owners protest the proposed action considered for property described in Case BZ-22-03, which applies for a Special Use Permit for the installation of a 150-foot-tall communication tower on a 70-foot by 70-foot lease area in the far northwest corner of the property owned by the Liberal Country Club located at 333 W. 18th Street, Liberal, Kansas 67901, presently zoned as R-3.

The legal description for the property in the SUP application is the West Sixty (60) acres of the North half (N/2) of the Southeast Quarter (SE/4) of Section Twenty-nine (29), Township Thirty-four (34) South, Range Thirty-three (33) West of the 6th P.M., Seward County, Kansas. The legal description for the lease area in the SUP application is COMMENCING at the Southwest Corner of Lot 22, Block 10, COUNTRY CLUB ACRES 2ND PLAT; thence along the South line of said Lot 22, South 88° 42' 37" East, a distance of 90.08 feet; thence leaving said South line, South 01° 17' 23" West, a distance of 25.00 feet to the POINT OF BEGINNING; thence continuing South 01° 17' 23" West, a distance of 70.00 feet; thence North 88° 42' 37" West, a distance of 70.00 feet; thence North 01° 17' 23 East, a distance of 70.00 feet; thence South 88° 42' 37" East, a distance of 70.00 feet to the POINT OF BEGINNING, to the City of Liberal, Seward County, Kansas. [Parcel: 088-149-29-0-40-01-002.00-0]

SECTION 2. Protestor(s): Rafael Figueroa Mesta

Street Address of Property Owned: 108 Lilac

Legal Description (Lot/Block/Addition) of Property Owned: SURFACE AND SURFACE RIGHTS ONLY, in and to: Lot Two (2), Block Ten (10), COUNTRY CLUB ACRES SUBDIVISION, PLAT NO. 1, to the City of Liberal, Seward County, Kansas.

Signature of Property Owner: _____

Printed Name of Property Owner: Rafael Figueroa Date: 10/07/22

Phone Number: 620-391-4700 Email: hecohuac@gmail.com

Signature of Property Owner: _____

Printed Name of Property Owner: _____ Date: _____

Phone Number: _____ Email: _____

ACKNOWLEDGEMENT

STATE OF KANSAS)
COUNTY OF SEWARD)

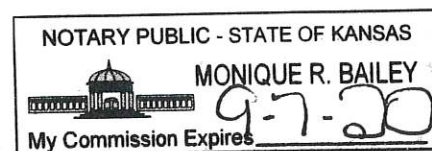
Be it remembered that on this _____ day of October, 2022, before me, a notary public in and for said county and state, came Rafael Figueroa Mesta to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

Monique R. Bailey
NOTARY PUBLIC

My commission expires:

9-7-2023



PROTEST PETITION TO SPECIAL USE PERMIT APPLICATION

SECTION 1. The undersigned property owners protest the proposed action considered for property described in Case BZ-22-03, which applies for a Special Use Permit for the installation of a 150-foot-tall communication tower on a 70-foot by 70-foot lease area in the far northwest corner of the property owned by the Liberal Country Club located at 333 W. 18th Street, Liberal, Kansas 67901, presently zoned as R-3.

The legal description for the property in the SUP application is the West Sixty (60) acres of the North half (N/2) of the Southeast Quarter (SE/4) of Section Twenty-nine (29), Township Thirty-four (34) South, Range Thirty-three (33) West of the 6th P.M., Seward County, Kansas. The legal description for the lease area in the SUP application is COMMENCING at the Southwest Corner of Lot 22, Block 10, COUNTRY CLUB ACRES 2ND PLAT; thence along the South line of said Lot 22, South 88° 42' 37" East, a distance of 90.08 feet; thence leaving said South line, South 01° 17' 23" West, a distance of 25.00 feet to the POINT OF BEGINNING; thence continuing South 01° 17' 23" West, a distance of 70.00 feet; thence North 88° 42' 37" West, a distance of 70.00 feet; thence North 01° 17' 23" East, a distance of 70.00 feet; thence South 88° 42' 37" East, a distance of 70.00 feet to the POINT OF BEGINNING, to the City of Liberal, Seward County, Kansas. [Parcel: 088-149-29-0-40-01-002.00-0]

SECTION 2. Protestor(s): Omega Ventures, LLC

Street Address of Property Owned: 100 Lilac, Liberal, KS, 67901

Legal Description (Lot/Block/Addition) of Property Owned: SURFACE AND SURFACE RIGHTS ONLY, IN AND TO: Lot One (1), Block Ten (10), COUNTRY CLUB ACRES SUBDIVISION, PLAT NO. 1, to the City of Liberal, Seward County, Kansas, according to the recorded Plat thereof.

Signature of Property Owner: Elmer E. Holder member Omega Ventures

Printed Name of Property Owner: Elmer E. Holder Date: 10-5-2022

Phone Number: 620 482 2235 Email: Elmer_Holder63@Ieloud.com

Signature of Property Owner: _____

Printed Name of Property Owner: _____ Date: _____

Phone Number: _____ Email: _____

ACKNOWLEDGEMENT

STATE OF KANSAS)
COUNTY OF SEWARD)

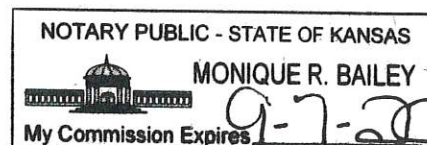
Be it remembered that on this 5th day of October, 2022, before me, a notary public in and for said county and state, came Elmer Holder, Sole Member of Omega Ventures, LLC to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

Monique R. Bailey
NOTARY PUBLIC

My commission expires:

9-7-2023





**CITY OF LIBERAL
CITY COMMISSION MEETING
October 11, 2022
AGENDA ITEM # 9**

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

Date: October 3, 2022

From: Karen LaFreniere, Grant Director

SUBJECT: RESOLUTION NO 2386: A RESOLUTION AUTHORIZING THE SUBMITTAL OF A 2023 HERITAGE TRUST FUND GRANT FROM THE KANSAS STATE HISTORICAL SOCIETY

The Kansas State Historical Society offers a Heritage Trust Fund Grant for up to \$100,000 for renovation, preservation and rehabilitation to historical properties. The grant requires at least a 20% match and assurance that the City has matching funds and the funds are set aside at the time of the application. This is a reimbursement grant, construction must be completed prior to drawing funds.

Staff requests approval of Resolution No. 2386 approving submittal of the grant to KSHS and for authorization for the Mayor and Grant Director to execute grant application documents as necessary.

RESOLUTION NO. 2386

**A RESOLUTION AUTHORIZING THE SUBMITTAL OF A 2023 HERITAGE TRUST
FUND GRANT FROM THE KANSAS STATE HISTORICAL SOCIETY**

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

WHEREAS, the City of Liberal is an eligible applicant for the Heritage Trust Fund grant, as administered by the Kansas State Historical Society (KSHS), and

WHEREAS, it is determined by the Governing Body of the City of Liberal, Kansas that there is public support for the City to prepare a Heritage Trust Fund grant application which if approved by KSHS, will provide up to \$100,000 for repair and renovation of the Old Rock Island Depot property; and

WHEREAS, the City of Liberal, if awarded the 2023 Heritage Trust Fund Grant will contribute at least 20% matching funds or \$20,000; and

WHEREAS, the City of Liberal, if awarded the 2023 Heritage Trust Fund Grant will oversee and administer grant funds.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Liberal, Kansas that the City of Liberal authorizes submission of this grant application, and authorizes the Mayor or Grant Administrator to sign all documents pertaining to the grant on behalf of the organization.

ADOPTED this 11th day of October, 2022 by the Governing Body, City of Liberal, Kansas.

Jeff Parsons, Mayor

ATTEST:

Alicia Hidalgo, City Clerk



**CITY OF LIBERAL
CITY COMMISSION MEETING
OCTOBER 11, 2022
AGENDA ITEM # 10**

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

Date: October 4, 2022

From: Karen LaFreniere, Grant Director

SUBJ: TITLE VI Policy

A Title VI (nondiscrimination) Policy is required by both State and Federal governments to assure nondiscrimination policies are followed and that complainants have guidelines to file complaints of discrimination. Staff worked with KDOT to develop the policy.

Staff recommends adoption of the Title VI Policy as presented.

**Nondiscrimination Agreement
Population under 100,000**

**Kansas Department of Transportation
And Recipient Policy Statement**

The City of Liberal hereinafter referred to as the "Recipient" assures that no person shall on the grounds of race, color, national origin, disability, age, or low-income status as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L.) 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of terms "programs and activities" to include all programs or activities of federal aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not (Public Law 100529 [S.557] March 22, 1988.

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The City of Liberal Human Resources Director, Bruce Whittington, is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation 21.

Signature

Bruce Whittington, Human Resources Director

Date

Title VI Program Organization and Staffing

Pursuant to 23 CFR 200, the City of Liberal has designated a Title VI Coordinator who is responsible for Attachment 1, which is the organizational chart illustrating the level and placement of Title VI responsibilities.

Assurances 49 CFR Part 21.7

The City of Liberal hereby gives Assurances:

1. That no person shall on the grounds of race, color, sex, national origin, disability, age or low income status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to: See Attachment 2 to this Nondiscrimination Agreement.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility (i.e., lands change to roadways, park and ride lots, etc.) as defined at 49 CFR 21.23(b) and (e), and the Civil Right Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
4. That these Assurances are given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the recipient by the Kansas Department of Transportation (KDOT) under the federally-funded program is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these Assurances on behalf of the Recipient.
5. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all federally-funded programs and, in all proposals for negotiated agreements.

The City of Liberal in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to

this invitation and will not be discriminated against on the grounds of race, color, national origin, in consideration for an award.

6. That the Recipient shall insert the clauses of Appendix 1 of this Agreement in every contract subject to the Act and the Regulations.

7. That the Recipient shall insert the clauses of Appendix 2 of this Agreement, as a covenant running with the land, in any deed from the United States effect a transfer of real property, structures, or improvements thereon or interest therein.

8. That the Recipient shall include the appropriate clauses set forth in Appendix 3 of the Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a federal aid program; and (b) for the construction or use of or access to space on, over and under property acquired, or improved under a federal aid program.

9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

This agreement shall serve as the Recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this Agreement, "Federal Assistance" shall include:

1. Grants and loans of federal funds.
2. The grant or donation of federal property and interest in property.
3. The detail of federal personnel.
4. The sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the Recipient.

5. Any federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Recipient shall:

1. Issue a policy Statement, signed by the head of the Recipient, which expresses its commitment to the nondiscrimination provisions of the Title VI. The policy Statement shall be circulated throughout the Recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.

2. Take affirmative action to correct any deficiencies found by KDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this

agreement. The head of the Recipient shall be held responsible for implementing Title VI requirements.

3. Designate a Civil Rights Coordinator who has a responsible position in the organization and easy access to the head of the Recipient. The Civil Rights Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.

4. The Civil Rights Coordinator shall adequately implement the Civil Rights requirements.

5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, or national origin, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the Recipient's report of investigation, will be forwarded to KDOT's Office Civil Rights Compliance (OCR) within 10 days of the date the complaint was received by the Recipient.

6. Collect statistical data (race, color, national origin) of participants in, and beneficiaries of the Transportation programs and activities conducted by the recipient.

7. Conduct Title VI reviews of the Recipient and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.

8. Attend training programs on Title VI and related statutes conducted by KDOT Office of Civil Rights Compliance.

Discrimination Complaint Procedure

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Coordinator for review and action.

2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a. The date of alleged act of discrimination; or
- b. Where there has been continuing course of conduct, the date on which that conduct was discontinued.

In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Recipient, the person

shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Recipient's investigative procedures.

4. Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegations. Generally, the following information will be included in every notification to KDOT:

- a. Name, address, and phone number of the complainant.
- b. Name(s) and address(es) of alleged discriminating official(s).
- c. Basis of complaint (i.e., race, color, or national origin)
- d. Date of alleged discriminatory act(s).
- e. Date of complaint received by the Recipient.
- f. A Statement of the complaint.

Sanctions

In the event the Recipient fails or refuses to comply with the terms of this Agreement, KDOT may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Recipient;
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Recipient; and
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Kansas Department of Transportation:

Signature - **Civil Rights Administrator**

Date

City of Liberal:

Bruce Whittington, Human Resources Director

Date

Appendix 1

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

1. **Compliance with Regulations** - The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination** - The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Contractor shall not participate whether directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment** - In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports** - The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to KDOT or the USDOT as appropriate, and shall set forth what effort it has made to obtain the information.
5. **Sanctions for Noncompliance** - In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the Contract until the contractor complies, and/or;
 - b. Cancellation, termination, or suspension of the Contract, in whole or in part.
6. **Incorporation of Provisions** - The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any Sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request KDOT enter into such litigation to protect the interests of the State and, in addition, the Contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Appendix 2

The following clauses shall be included in any deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the State of Kansas will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, the Kansas Department of Transportation (KDOT) (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d-4) does hereby remise, release, quitclaim, and convey unto the State of Kansas all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the State of Kansas, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the State of Kansas, its successors, and assigns.

The State of Kansas, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed, and (2) that the State of Kansas, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination of Federally Assisted Programs of the Department of Transportation--Effectuation of the Title VI of the Civil Rights Act of 1964, and said Regulations may be amended, and (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon

revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.

Appendix 3

The following clauses shall be included in all transportation related deeds, licenses, leases, permits, or similar instruments entered into by the City of Liberal pursuant to the provisions of Assurance 8.

The Lessee, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or 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 Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21.

Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease has never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Kansas Department of Transportation pursuant to the provisions of Assurance 8. The Lessee, or himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, or national origin, shall be excluded from participation in, and be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities (2) that in the construction of any improvements on, over or under such land and furnishing of services thereon, no person on the grounds of race, color, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

Attachment 1

Title VI Officers

Rusty Varnado, City Manager

Brad Beer, Assistant City Manager Operations

Chris Ford, Assistant City Manager, Administration

To File Complaints, please contact:

Bruce Whittington, Title VI Coordinator, Non-Bus Programs

Rodney Kapp, Transportation, Title VI Coordinator, Bus Program

Attachment 2

City of Liberal Major Programs and Activities

1. Contract/Bid Administration
 - a. Provide assurance that all disadvantaged business enterprises are afforded full opportunity to submit bids in response to invitations and enter into contracts without the fear of discrimination on the grounds of race, color, religion, sex, age, or national origin.
2. Bid Advertisement/Letting
 - a. Provide assurance that all disadvantaged business enterprises are afforded full opportunity to submit bids in response to invitations and enter into contracts without the fear of discrimination on the grounds of race, color, religion, sex, age, or national origin.
3. Recreational Activities
 - a. Provide assurance that all disadvantaged residents are afforded full opportunity to use city facilities, participate in all city organized sports activities without the fear of discrimination on the grounds of financial means, race, color, religion, sex, age, or national origin.
4. Tourism, Convention and Visitors Bureau
 - a. Provide assurance that employees/volunteers will attend and promote multi-cultural trade shows and events, and that all residents and tourists are afforded full opportunity to receive all available information regarding multi-cultural events, historical sites, tours, and local history without the fear of discrimination on the grounds of financial means, race, color, religion, sex, age, or national origin.
5. Police/Fire
 - a. Provide assurances that employees/volunteers/citizens are afforded full opportunity to receive available information and assistance regarding public safety, municipal court proceedings, and public outreach programs without the fear of discrimination on the grounds of financial means, race, color, religion, sex, age, or national origin.
6. Housing Programs
 - a. Provide assurance that all residents are afforded full opportunity to apply for City funded housing programs without the fear of discrimination on the grounds of financial means, age, race, color, religion, sex, or national origin.



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

City of Liberal Public Participation Plan Outline

1. Brief description of provider's activities and services.

The City of Liberal provides a wide range of services to the population of the City of Liberal. Most of our services are available to the public of all ages in accordance with the requirements of the funding source and any supporting grants. All of our services are available for residents of the City of Liberal. We will provide service to anyone within the City of Liberal who qualifies in accordance with the criteria set forth for the program service they are in need of.

The following is a list of services and programs that receive Federal funding:

- KDOT Road Projects
- FAA Essential Air Service
- Bureau of Justice Assistance Adult Drug Court Grant
- KDOT Transportation (Bus Grant)

2. Brief description of activities that would warrant public participation.

Provide assurance that all residents are afforded full opportunity to use city facilities, participate in City organized sports activities without the fear of discrimination on the grounds of financial means, age, race, color, religion, sex, or national origin.

3. Brief description of the proactive public participation strategies that would be used.

Provide assurance that all employees/volunteers/citizens are afforded full opportunity to receive available information and assistance regarding public safety, municipal court proceedings, and public outreach programs without the fear of discrimination on the grounds of financial means, age, race, color, religion, sex, or national origin.

4. Brief description of outreach methods to engage minority and Limited English Proficiency (LEP) individuals.

Provide assurance that all disadvantaged business enterprises are afforded full opportunity to submit bids in response to invitations and enter into contracts without the fear of discrimination on the grounds of financial means, age, race, color, or national origin.

5. Brief description of the desired outcomes of the City of Liberal's public participation efforts.

- The City of Liberal desires to have actively engaged members of the citizens, general public and stakeholders in the decision-making process.
- The City of Liberal strives to have given adequate public notice of public participation activities and allowed time for proper public review and comment on key decision points.
- The City of Liberal desires to provide timely information about issues and processes to citizens, stakeholders and the general public.
- The City of Liberal will provide responses to all public input as appropriate.
- The City of Liberal will have facilitated effective communication among a diverse group of citizens, stakeholders, and the general public.
- The City of Liberal will have established a timetable for review of the Public Participation Process to ensure it provides full and open access to all.

6. Brief summary of recent outreach efforts over the past three (3) years.

- The City Commission conducts open City Commission meetings every second and fourth Tuesday of the month. The meeting is also televised on the City public access channel and on the City website through Youtube. 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.
- The City Commission held two public forums for input on the construction of 6-points intersection located at the highway 54 and Highway 83 bypass. Citizens are invited to make comments and offer suggestions.

Menu of Public Participation Strategies:

- The City's phone lines are open during regular business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday for the public to make any comment or concern of any program offered.
- The City utilizes a variety of advertising platforms: newspapers, public announcements, brochures, email, City website, social media and public meetings.
- The City maintains a list of contacts to include the following: elected officials, City staff, KDOT staff and local media.
- The City will electronically send and/or email meeting announcements (invitations) to groups likely to be interested in the City's activities as requested.
- The City will use direct mailings and/or emails to announce upcoming meetings or activities or to provide information to specifically targeted areas, groups of people and advocacy groups as requested.



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

Title VI Complaint Procedure

The following pertains only to Title VI complaints regarding the services of:

The City of Liberal (herein after referred to as City)

Title VI, 42 U.S.C. 2000d et seq., was enacted as part of the Civil Rights of 1964. The intent is as follows:

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

The City has in place Title VI Complaint Procedures which outline a process for local disposition of Title VI complaints and is consistent with guidelines found in Chapter III of the Federal Transit Administration Circular 4702.18, dated October 1, 2012, including the Federal Highway Administration (FHWA), Federal Aviation Administration (FAA), and U.S. Department of Transportation (USDOT) Administrations. If you believe the City Federally funded programs have discriminated against your Civil Rights on the basis of race, color, or national origin, you may file a written complaint by following the procedures outlined below:

1. Submission of Complaint

Any person who feels that he or she, individually or as a member of any class of persons, on the basis of race, color, or national origin has been excluded from or denied the benefits of, or subjected to discrimination caused by the City, may file a written complaint with the City Manager. A complaint form is available in hard copy at City Hall, Office of the City Manager, or you may call 620-626-2204 to request the form be emailed or have the form mailed to you. **Such complaints must be filed within 180 calendar days after the date the discrimination occurred.**

Note: Assistance in the preparation of any complaints will be provided to any person or persons upon request as appropriate. If information is needed in another language, then contact Bruce Whittington at 620-626-2242.

Complaints should be mailed to or submitted by hand to:

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

2. **Referral to Review Officer**

Upon receipt of the complaint, the City of Liberal Human Resources Director shall appoint one or more staff review officers, as appropriate, to evaluate and investigate the complaint. If necessary, the Complainant shall meet with the staff review officer(s) to further explain his or her complaint. The staff review officer(s) shall complete their review no later than 45 calendar days after the date the agency received the complaint. If more time is required, the City Manager shall notify the Complainant of the estimated timeframe for completing the review. Upon completion of the review, the staff review officer(s) shall make a recommendation regarding the merit of the complaint and whether remedial actions are available to provide redress. Additionally, the staff review officer(s) may recommend improvements to the City processes relative to Title VI, as appropriate. The staff review officer(s) shall forward their recommendations to the City Manager for concurrence. If the City Manager concurs, he or she shall issue the City's written response to the Complainant. The final report should include a summary of the investigation, all findings with recommendations and corrective measures where appropriate.

Note: Upon receipt of a complaint, the City of Liberal Human Resources Director shall forward a copy of this complaint and the resulting written response to the appropriate KDOT and appropriate USDOT Operating Administration.

3. **Request for Consideration**

If the Complainant disagrees with the City Manager's response, he or she may request reconsideration by submitting the request, in writing to the City Manager within 10 calendar days after receipt of the City Manager's response. The request for reconsideration shall be sufficiently detailed to contain any items to contain any items the Complainant feels were not fully addressed or understood by the City Manager. The City Manager will notify the Complainant of his or her decision in writing either to accept or deny the request for reconsideration within 10 calendar days. In cases where the City Manager agrees to reconsider, the matter shall be returned to the staff review officer(s) to re-evaluate in accordance with Paragraph 2 above.

4. **Appeal**

If the request for reconsideration is denied, the Complainant may appeal the City Manager's response by submitting a written appeal to the City Commission no later than 10 calendar days after the receipt of the City Manager's written decision rejecting reconsideration. The City Commission will then make a determination to either request re-evaluation by the staff review officer(s) or forward the complaint to KDOT for further investigation.

5. **Submission of Complaint to the State of Kansas Department of Transportation**

If the Complainant is dissatisfied with the City's resolution of the complaint, he or she may also submit a written complaint within 180 calendar days after the alleged date of discrimination to the State of Kansas Department of Transportation for further investigation.

KDOT Office of Civil Rights Compliance
Eisenhower State Office Building
700 SW Harrison
3rd Floor West
Topeka, KS 66603



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

Section I:				
Name:				
Address:				
Telephone (Home):			Telephone (Work):	
Electronic Mail Address:				
Accessible Format Requirements?	Large Print:		Audio Tape	
	TDD		Other	
Section II:				
Are you filing this complaint on your own behalf?		Yes*		No
*If you answered "yes" to this question, go to Section III.				
If not, please supply the name and relationship of the person for whom you are complaining.:				
Please explain why you have filed for a third party:				
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.			Yes	No
Section III:				
I believe the discrimination I experienced was based on (check al that apply):				
() Race () Color () Sex () National Origin () Religion () Age				
Date of Alleged Discrimination (Month, Day, Year): _____				
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of any witnesses. If more space is needed, please attach additional pages.				

Section IV:		
Have you previously filed a Title VI complaint with this agency?	Yes	No
Section V:		
Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State Court?		
☐ Yes ☐ No		
If yes, check all that apply:		
☐ Federal Agency: _____ ☐ State Agency: _____ ☐ Federal Court: _____ ☐ Local Agency: _____ ☐ State Court: _____		
Please provide information about a contact person at the agency/court where the complaint was filed.		
Name: _____		
Title: _____		
Agency: _____		
Address: _____		
Telephone: _____		
Section VI:		
Name of agency complaint is against: _____		
Contact person: _____		
Title: _____		
Telephone number: _____		

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below:

Signature: _____ Date: _____

Please submit this form in person at the address below, or mail this form to:

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

List of Title VI Investigations, Lawsuits and Complaints

	Date Submitted/Filed (Month, Day, Year)	Summary of allegation (include basis of complaint: race, color, or national origin)	Status	Resolution/Action Taken
Investigations				
1				
2				
Lawsuits				
1				
2				
Complaints				
1				
2				



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

Limited English Proficiency (LEP) Plan

Introduction

On August 11, 2000, President Bill Clinton issued Executive Order 13166 "Improving Access to Services for Limited English Proficiency", (65 FR 50121). The intent of this Executive Order is to improve access to federally conducted and federally assisted programs and activities for persons who are limited in their English proficiency. The purpose of developing an LEP plan, as a recipient of federal funds, is to identify the extent of LEP individuals in the region and identify ways that the city can reduce or eliminate the barriers to LEP individuals. The starting point for developing this plan is to perform a four factor analysis to determine the individualized needs of the region. After these needs are identified, the city should develop a language assistance plan addressing the mix of services that will be provided.

Limited English Proficiency Plan

Utilizing the information gathered from the Four Factor Analysis, the following plan is developed in order to provide the necessary assistance to LEP persons.

Identified LEP Individuals

The identified population of the City of Liberal, Kansas includes the Hispanic population, more than 1000 individuals that speak English less than well.

Language Assistance Measures

The City of Liberal will contact an individual that is proficient in the language of origin for the individual. To aid in identifying the language we will utilize the I Speak Cards at <http://www.lep.gov/ISpeakCards2004.pdf>

Training Staff

Staff members will be knowledgeable in the protocol of obtaining a translator.

Providing Notice

The LEP Plan will be available to any person or agency requesting a copy. Please call Bruce Whittington at 620-626-2242 to request a copy.

Monitoring and Updating the LEP Plan

The City will update the plan in accordance with the Title VI update schedule of every three years. The plan will also be updated any time changes in demographics of the City's service area are significant in regard to LEP persons.



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

Language Assistance Plan

Limited English Proficiency Plan (LEP) Preview

The purpose of developing an LEP, as a recipient of federal funds, is to identify the extent of LEP individuals and identify ways the City can reduce or eliminate barriers to LEP individuals.

Four Factor Analyses

(1) Identify number of or proportion of LEP individuals that can utilize the services provided by the City.

Using the 2020 American Community Survey data, we find that there is one language group that fits the criteria of more than 5% of the population and more than 1000 who "speak English less than very well" in our service area. Currently we do service some people who are categorized as LEP, but so far the staff manages in understanding and accommodating their needs.

According to the 2020 Census, the City of Liberal has the following individuals in the community who speak English "less than very well", out of a total of 6,426 households:

<i>Spanish – 3,727 (58%)</i>	<i>Other Indo-European - 40</i>	<i>Asian and Pacific Island - 74</i>
<i>Subsaharian African -</i>	<i>Arab -</i>	<i>Other languages - 246</i>

(2) Identify the frequency in which LEP individuals come in contact with the City.

LEP individuals have contact with the City several times daily. More than 6 per day.

(3) Identify the importance of the City to the LEP community.

We provide general services to the residents of the City of Liberal. The services are for individuals within the boundaries of the City. Many people, including those that speak English less than very well, depend on our services for recreation activities, housing, trash pick-up and recycling activities, police and fire protection, court services and infrastructure information.

(4) Identify the resources available and the respective costs of these resources.

the Kansas Relay provides an operator for those that are hard of hearing, 1-800-766-3777. The operator for the Spanish speaking population is 1-866-305-1343. For any other language population, we are not aware of a service. To aid in identifying the language we will utilize the I Speak Cards at <http://www.lep.gov/ISpeakCards2004.pdf>.



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

Table Depicting Membership of Committees, Councils, Broken Down by Race

Body	Caucasian	Latino	African American	Asian American	Native American	Other
Population within service area 19,025	5,255	11,928	864	553	79	346
Liberal City Commission	3	2	0	0	0	0
Air Museum Advisory Board	3	2	0	0	0	0
Airport Advisory Board	5	0	0	0	0	0
Arkalon Council	7	0	0	0	0	0
Convention & Tourism	4	2	0	0	0	1
Planning Commission/ BZA	4	3	0	0	0	0
Library Board	5	2	0	0	0	0
Liberal Housing Authority	5	0	0	0	0	0



CITY OF LIBERAL
CITY COMMISSION MEETING
October 11, 2022
AGENDA ITEM # 11

TO: Mayor Jeff Parson
Vice Mayor Chris Linenbroker
Commissioner Jose Lara
Commissioner Janeth Vazquez
Commissioner Ron Warren

FROM: Rodney Kapp, City Bus Supervisor

SUBJECT: Approve Title VI update

DATE: October 11, 2022

Liberal City Bus has updated the Title VI as per KDOT regulations and is requesting approval by the Liberal City Commission. Attached is a copy of the Title VI with updates to the demographics with information provided by the American Community Survey.

Notifying the Public of Rights Under Title VI

City of Liberal, Kansas City Bus

- City Bus operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Liberal, Kansas
- For more information on the City of Liberal's Civil Rights Program, and Procedures to file a complaint, contact 620-626-2257, email citybus@cityofliberal.org; or visit our administrative office at 324 N Kansas Ave, Liberal, KS 67901. For more information, visit <http://cityofliberal.org/208/City-Bus>
- A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590
 - If information is needed in another language,
Contact 620-626-2211.
 - Si la información es necesaria en Espanol,
póngase en contacto 620-626-2211.

Notificación al Público de los Derechos Bajo el Título VI

Ciudad de Liberal, Kansas

Autobus Ciudad

- City Bus opera sus programas y servicios sin tener en cuenta raza, color y origen nacional, de conformidad con el Título VI de la Civil

Ley de Derechos. Cualquier persona que cree que él o ella ha sido perjudicada por cualquier práctica discriminatoria ilegal bajo el Título VI puede presentar una queja con la ciudad de Liberal, Kansas.

- Para obtener más información sobre la Ciudad de programa de derechos civiles de Liberal y el procedimientos para presentar una queja, comuníquese con 620-626-2211, correo electrónico citybus@cityofliberal.org; o visite nuestra oficina administrativa en 324 N Kansas Ave, Liberal, KS 67901. Para obtener más información, visite <http://cityofliberal.org/208/City-Bus>
- Un demandante puede presentar una queja directamente con el Tránsito Federal Administración mediante la presentación de una queja ante la Oficina de Derechos Civiles, Atención: Coordinador de Programa del Título VI, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590
 - Si se necesita información en otro idioma, contacto 620-626-2211.
 - Si la información es necesaria en Espanol, póngase en contacto 620-626-2211.



Transit Public Participation Plan Outline

1. Brief description of provider's activities and services

This section is intended to describe the services the agency provides, the service area, activities the agency is involved in, and any other relevant background information for the agency.

We have served the general public as well as those who qualify for paratransit services since 2013. Riders in our service area use our service for transportation to work, school, medical, shopping and personal trips. Our service area encompasses all of the locations within the City of Liberal, Kansas.

2. Brief description of activities that would warrant public participation (i.e. fare changes, changes to service hours, route adjustments, service area changes).

This section is intended to describe the actions/planning processes/changes where it would be beneficial and desirable for the agency to involve the public in the decision making process and gather their input and considerations. This section should outline how, when, and how often specific public participation activities should take place.

The City of Liberal will notify the public of any fare changes, service hour changes, fixed route adjustments, and policy or procedure changes. For example, each September, a ridership survey is conducted and any needed changes to the routes are advertised in the local newspaper and open to public comments for a period of 30 days.

3. Brief description of the proactive public participation strategies would be used.

This section is intended to describe the strategies that the agency would use in order to inform and involve public transit riders, stakeholders, and the general public in order to involve them in decision making processes. Please identify the strategies that make the most sense for your service area and would provide the most benefit for achieving your desired outcomes as identified below.

Public notifications currently are done via the City of Liberal's website and Facebook page, Instagram, local radio announcement, local newspaper and the City of Liberal's public cable television channel. We will continue to utilize those resources.



4. Brief description of outreach methods to engage minority and Limited English Proficiency (LEP) individuals (i.e. translation of public meeting materials, providing translation services if requested, targeted media messages in low income neighborhoods of service area, Work with existing neighborhood and advocacy organizations).

This section is intended to describe the specific outreach methods that the agency would utilize in order to meaningfully engage minorities and LEP individuals when needed in the public participation process. This section should closely coordinate with the Language Assistance Plan developed in the LEP Plan.

We currently have our information brochures/maps, notice of individual rights under Title VI, flyers that give advanced notice of Holiday closures and a written-only list of stops in Spanish. We have translated ADA application forms, half-fare application forms, all other Title VI forms and notices and ridership forms by City of Liberal staff.

5. Brief description of the desired outcomes of the agency's public participation efforts.

This section is intended to describe what the agency hopes to achieve as a result of the public participation efforts implemented.

In general, desired outcomes could include, but are not limited to, the following:

- *The agency desires to have actively engaged transit riders, stakeholders and members of the general public in the decision making process.*
- *The agency strives to have given adequate public notice of public participation activities and allowed proper time for public review and comment at key decision points.*
- *The agency desires to provide timely information about transportation issues and processes to transit riders, stakeholders and members of the general public.*
- *The agency will provide responses to all public input as appropriate.*
- *The agency will have facilitated effective communication among a diverse group of stakeholders.*
- *The agency will have established a timetable for review of the Public Participation Process to ensure it provides full and open access to all.*



6. Brief summary of recent outreach efforts over the past three years.

This section is intended to describe the public participation opportunities that have developed and the outreach efforts that the agency has made in order to engage the public in the decision making process.

The agency maintains an "open door" policy in regards to the public. Management will speak via phone or in person to any person to listen to and act upon concerns and requests when feasible (ex.- bus stop requests). We do advertise monthly in the local newspapers (both English and Spanish formats), send press releases with current news and announcements. We also fully utilize the City of Liberal's website, www.cityofliberal.org, and the City of Liberal's Facebook page and Instagram account, as mentioned earlier. Comments are enabled on our page, so the public can give us feedback and voice concerns. We deliver our brochures to any location that requests them.

Additional Public Participation Resources

- Transit Cooperative Research Program, Public Participation Strategies for Transit
http://onlinepubs.trb.org/onlinepubs/tcrp/tcrp_syn_89.pdf
- Public Participation from National Resource Center for Human Service Human Service Transportation
<http://web1.ctaa.org/webmodules/webarticles/anmviewer.asp?a=2336>
- Public Involvement Process from FTA
http://www.fta.dot.gov/12347_226.html

A copy of FTA's Circular 4702.1B may be found at: [http://www.fta.dot.gov/documents/FTA Title VI FINAL.pdf](http://www.fta.dot.gov/documents/FTA_Title_VI_FINAL.pdf)



Limited English Proficiency (LEP) Plan Template

Introduction

On August 11, 2000, President Bill Clinton issued Executive Order 13166 "Improving Access to Services for Persons with Limited English Proficiency," (65 FR 50121). The intent of this Executive Order is to improve access to federally conducted and federally assisted programs and activities for persons who are limited in their English proficiency. The purpose of developing an LEP plan, as a recipient of federal funds, is to identify the extent of LEP individuals in the region and identify ways that the transit agency can reduce and/or eliminate the barriers to LEP individuals. The starting point for developing this plan is to perform a four factor analysis to determine the individualized needs of the region. After these needs are identified, the transit agency should develop a language assistance plan addressing the mix of services that will be provided.

Four Factor Analysis

(1) Identify number of or proportion of LEP individuals that can utilize the service provided by the City of Liberal:

Using the data from the American Community Survey CY 2020, 10,562 individuals out of 19,947 (approximately 53%) were identified as Spanish-speaking in our area, with 4,826 people that "speak English less than very well."

(2) Identify the frequency in which LEP individuals come in contact with the service.

We come into contact with LEP individuals nearly every day that we run, including individuals that speak languages other than Spanish who fall under the "5% of total population and more than 50 persons" category.

(3) Identify the importance of the service to the LEP community:

We provide a service that is vital to our LEP community, as there are many people with no vehicle of their own. We enable them to get to work in a safe and timely manner, buy groceries and goods at stores that are too far away to walk to and from, get people to medical appointments, and allow them to use the routes for other reasons that are personal, such as social visits or dining out.

(4) Identify the resources available and the respective costs of these resources:

We have employees that speak Spanish and will routinely assist staff if there is a need both in person and on the phone. These resources pose no cost to the City of Liberal, as we get much cooperation from other departmental staff with this matter. If a complaint is to be filed by and LEP individual, please utilize the Title VI Complaint Procedures.



Limited English Proficiency Plan

Utilizing the information gathered from the Four Factor Analysis, the following plan is developed in order to provide the necessary assistance to LEP persons.

Identified LEP individuals

We will need to continue to provide written translation to Spanish-speaking individuals.

Language Assistance Measures

Identify the resources you will utilize to provide language assistance to LEP individuals. Identify resources that will be available to the specific populations that require written translation (if applicable) as well as how your agency will handle all other cases when contact with an LEP person occurs. The cost of these measures should be a factor in determining whether the measure is practical to utilize. Potential tools to utilize: Online translation tools, local language services, translated documents, Braille services, sign language interpreter, I Speak Cards, etc.

We currently have our information brochures/maps, notice of individual rights under Title VI, flyers that give advanced notice of Holiday closures and a written-only list of stops in Spanish. We will translate ADA application forms, half-fare application forms, all other Title VI forms and notices and ridership forms by City of Liberal staff that are bilingual.

Training Staff

Identify how the staff of your agency will be trained in utilizing the aforementioned language assistance measures.

Staff routinely calls the office who will in turn utilize bilingual staff members for language assistance.

Providing Notice

Identify how your agency will provide notice of this LEP plan and Title VI procedures.

The LEP plan will be posted on the City of Liberal's website, www.cityofliberal.org. This plan will be provided to any individual or agency requesting a copy. Transit staff can be reached via phone at (620) 626-2211 or by email at citybus@cityofliberal.org.

If a complaint is to be filed by and LEP individual, please utilize the Title VI Complaint Procedures.

Monitoring and Updating LEP Plan

Identify how your agency will monitor and update the LEP plan. *Our agency will update the LEP plan according to the Title VI update schedule which is every three years. The plan will also be updated anytime changes in the demographics of the agencies service area are deemed significant in regards to LEP persons.*



Title VI Complaint Procedures

The following pertains only to Title VI complaints regarding the services of City of Liberal Public Transportation (City Bus).

Title VI, 42 U.S.C. §2000d et seq., was enacted as part of the Civil Rights Act of 1964. At the heart of the regulation is the statement that:

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The City of Liberal has in place a Title VI Complaint Procedure, which outlines a process for local disposition of Title VI complaints and is consistent with guidelines found in Chapter III of the Federal Transit Administration Circular 4702.1B, dated October 1, 2012. If you believe that the City of Liberal's federally funded programs have discriminated your civil rights on the basis of race, color, or national origin you may file a written complaint by following the procedure outlined below:

1. Submission of Complaint.

Any person who feels that he or she, individually or as a member of any class of persons, on the basis of race, color, or national origin has been excluded from or denied the benefits of, or subjected to discrimination caused by the City of Liberal Public Transportation may file a written complaint. Complaint forms are available for download at http://www.cityofliberal.org/citybus-complaint.html\\city-file-001.liberalgov\\departments\\economic_development\\City_Bus\\Title VI\\2019\\www.cityofliberal.org\\services\\citybus.html and are available in hard copy at the offices of the City of Liberal. Upon request, staff will mail the complaint form. **Such complaints must be filed within 180 calendar days after the date the discrimination occurred.**

Notes: Assistance in the preparation of any complaints will be provided to a person or persons upon request and as appropriate. If information is needed in another language, then contact Public Transportation at (620) 626-2211.
(Please see 1 in footnote below.)

Complaints should be mailed to or submitted by hand to:

City of Liberal
Attn: Public Transportation
324 N Kansas Avenue
Liberal, KS 67901



2. Referral to Review Officer

Upon receipt of the complaint, the Transit Supervisor (or designee in the absence of Supervisor) shall appoint one or more staff review officers, as appropriate, to evaluate and investigate the complaint. If necessary, the Complainant shall meet with the staff review officer(s) to further explain his or her complaint. The staff review officer(s) shall complete their review no later than 45 calendar days after the date the agency received the complaint. If more time is required, the Transit Supervisor will notify the Complainant of the estimated timeframe for completing the review. Upon completion of the review, the staff review officer(s) shall make a recommendation regarding the merit of the complaint and whether remedial actions are available to provide redress. Additionally, the staff review officer(s) may recommend improvements to the City of Liberal's processes relative to Title VI, as appropriate. The staff review officer(s) shall forward their recommendations to the Transit Supervisor for concurrence. If the Transit Supervisor concurs, he or she shall issue the City of Liberal's written response to the Complainant. This final report should include a summary of the investigation, all findings with recommendations, corrective measures where appropriate.

Note: Upon receipt of a complaint, the City of Liberal will forward a copy of this complaint and the resulting written response to the appropriate KDOT and FTA-Region 7 contacts.

3. Request for Reconsideration

If the Complainant disagrees with the Transit Supervisor's response, he or she may request reconsideration by submitting the request, in writing, to the Human Resources Director within 10 calendar days after receipt of response from the Transit Supervisor. The request for reconsideration will be sufficiently detailed to contain any items the Complainant feels were not fully understood by the Transit Supervisor. The Human Resources Director will notify the Complainant of his or her decision in writing either to accept or reject the request for reconsideration within 10 calendar days. In cases where the City of Liberal agrees to reconsider, the matter shall be returned to the staff review officer(s) to re-evaluate in accordance with Paragraph 2 above.

4. Appeal

If the request for reconsideration is denied, the Complainant may appeal the Human Resources Director's response by submitting a written appeal to the City Manager no later than 10 calendar days after receipt of the Human Resources Director's written decision rejecting reconsideration. The City of Liberal City Commission will then make a determination to either request re-evaluation by the staff review officer(s) or forward the complaint to KDOT for further investigation.



5. Submission of Complaint to the State of Kansas Department of Transportation.

If the Complainant is dissatisfied with the (agency's) resolution of the complaint, he or she may also submit a written complaint within 180 days after the alleged date of discrimination to the State of Kansas Department of Transportation for further investigation.

**KDOT Office of Civil Rights Compliance
Eisenhower State Office Building
700 Southwest Harrison
3rd Floor West
Topeka, KS 66603**



Section I:				
Name:				
Address:				
Telephone (Home):			Telephone (Work):	
Electronic Mail Address:				
Accessible Format Requirements?	Large Print		Audio Tape	
	TDD		Other	
Section II:				
Are you filing this complaint on your own behalf?			Yes*	No
*If you answered "yes" to this question, go to Section III.				
If not, please supply the name and relationship of the person for whom you are complaining:				
Please explain why you have filed for a third party:				
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.			Yes	No
Section III:				
I believe the discrimination I experienced was based on (check all that apply):				
☐ Race ☐ Color ☐ National Origin				
Date of Alleged Discrimination (Month, Day, Year): _____				
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please attach additional pages.				



Section IV		
Have you previously filed a Title VI complaint with this agency?	Yes	No
Section V		
Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court? ☐ Yes ☐ No		
If yes, check all that apply:		
☐ Federal Agency _____		
☐ Federal Court _____ ☐ State Agency _____		
☐ State Court _____ ☐ Local Agency _____		
Please provide information about a contact person at the agency/court where the complaint was filed.		
Name: _____		
Title: _____		
Agency: _____		
Address: _____		
Telephone: _____		
Section VI		
Name of agency complaint is against: _____		
Contact person: _____		
Title: _____		
Telephone number: _____		

Signature _____ Date _____

Please submit this form in person at the address below, or mail this form to:

City of Liberal
Public Transportation
324 N Kansas Avenue
Liberal, KS 67901



List of Title VI Investigations, Lawsuits and Complaints

	Date Submitted/Filed (Month, Day, Year)	Summary of allegation (include basis of complaint race, color or national origin)	Status	Resolution/Action Taken
Investigations				
1				
2				
Lawsuits				
1				
2				
Complaints				
1				
2				

Table Depicting Membership of Committees, Councils, Broken Down by Race

Body	Caucasian	Latino	African American	Asian American	Native American	Other
Population within service area	41%	52%	4%	2%	N/A- Included in "other category"	1%
City Commission	60%	40%	0%	0%	0%	0%

*Source- American Community Survey CY 2020 Data



Service Standards and Policies (Fixed Route Providers)

Vehicle Load

For a 20 Passenger bus

- 12 Ambulatory / 2 Wheelchair
- 13 Ambulatory / 1 Wheelchair

Load Factor

- $1.1 \rightarrow (14 \times 0.1) + 14 = 15$ (Rounded down from 15.4) - One standee permitted
- $1.25 \rightarrow (14 \times 0.25) + 14 = 18$ (Rounded from 17.5) – Four standees permitted

Policy:

The average of all loads during the peak operating period should not exceed the vehicles' maximum operating capacity. The maximum operating capacity for the 20 passenger fixed route vehicle with 12 ambulatory seats and 2 wheelchair seats is 18 passengers. This is associated with a maximum load factor of 1.25.

Headway

Maximum headway is 60 minutes.

When vehicles are commonly exceeding load factor, reduction in headways should be analyzed.

Policy:

The maximum headway for any fixed route in the City of Liberal's transit system is 60 minutes. 60 minute headways allow for the most efficient operation of our current fixed route system.

On-Time Performance

On-time standard – Vehicle is on-time if it is not more than 5 minutes early or 5 minutes late.

Policy:

90% of all fixed route transit vehicles will arrive at the designated stops on-time. A vehicle is considered on-time if it arrives at the stop less than 5 minutes early and no more than 5 minutes late.



Service Availability

Daily service hours are 6:00 a.m. - 6:00 p.m. Monday thru Friday year-round.

Routes will not run on New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Policy:

Public Transportation will be available Monday thru Friday from 6:00 a.m. - 6:00 p.m. year-round with the exception of New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

100% of the population has a stop available within $\frac{1}{4}$ mile of their residence.

Policy:

A minimum of 75% of the population must have at least one stop located within $\frac{1}{4}$ of a mile from their residence.

Vehicle Assignment

Assignment of vehicles to routes based on age, mileage, condition, route characteristics, etc.

Policy:

Fixed route transit vehicles will be utilized in a manner that will equalize the mileage of each vehicle. Vehicles should be rotated based on the mileage of the route and the mileage of the vehicle so that not one vehicle will continually operate more miles than another within a reasonable variation.

Transit Amenities

These are defined as Items of comfort, convenience, and safety that are available to the general riding public.

Policy must entail narrative that ensures equitable distribution of transit amenities.

Policy:

New transit amenities installed by the transit agency will be constructed in a manner that the number of passenger boarding at each stop will determine the order of construction. The stop with the highest number of boarding that currently lacks amenities will be the first stop with added amenities.

Agenda Item #12

Bids Will Be Opened at 10 a.m. on Tuesday,
October 11, 2022 and Will Be Provided As Soon As
They Are Available.

EXPENDITURE APPROVAL LISTING
AS OF 10/11/22

ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION	AMOUNT
NON DEPARTMENTAL	100					
		4,431	AT&T	AUG 2022	MONTH PHONE CHARGES AUG	3,913.09
		1,658	AUTO ZONE COMMERCIAL PROGRAM	1640869892	STEERING PUMP	54.90
		1,658	AUTO ZONE COMMERCIAL PROGRAM	1640869893	CR PUMP/INV1640869892	54.90-
		6,878	EPIC TOUCH	CITY HALL	INTERNET SERVICE	338.33
		5,729	GOOGLE LLC	4565568705	GOOGLE BUSINESS APP	12.60
		4,432	PRAIRIE FIRE COFFEE	10/03/2022	COFFEE-SVC CHARGES	1.86
		4,432	PRAIRIE FIRE COFFEE	1424584	COFFEE	123.80
		343	RESERVE ACCOUNT	SEP-22	MONTHLY POSTAGE	14.40
		417	SOS LEASING	NOV 22	CITY OF LIB DOWNSTAIRS	276.85
		417	SOS LEASING	NOV 22	CITY OF LIB UPSTAIRS	339.15
		308	SOUTHERN OFFICE SUPPLY INC	288107	COPY PAPER	1,444.50
		308	SOUTHERN OFFICE SUPPLY INC	288139	SEPTEMBER COPY CHARGES	55.00
		308	SOUTHERN OFFICE SUPPLY INC	288140	SEPTEMBER COPY CHARGES	55.00
		4,342	UNIFIRST CORPORATION	1098495	SEPTEMBER UNIFORM/NAT SVC	88.10
		342	UNITED PARCEL SERVICE	000666179392	WEEKLY SERV CHARGE	19.50
		342	UNITED PARCEL SERVICE	000666179402	WEEKLY SERV CHARGE	36.00
		4,697	NEX BANK	84079249	PAPER DELIVERY FEE	10.00
		4,697	NEX BANK	84079249	RASH SINCLAIR REBATE	1.88-
					NON DEPARTMENTAL	
					TOTAL	6,726.30
LEGISLATIVE						
		5,729	GOOGLE LLC	4565568705	GOOGLE BUSINESS APP	63.00
		4,726	VERIZON WIRELESS	9916400368	DATA/LINEROCKER	40.01
		4,726	VERIZON WIRELESS	9916400368	DATA/WAREM	40.01
		4,726	VERIZON WIRELESS	9916400368	DATA/VASQUEZ	40.01
		4,726	VERIZON WIRELESS	9916400368	DATA/LARA	40.01
		4,726	VERIZON WIRELESS	9916400368	DATA/PARSONS	40.01
		2,679	WALMART COMMUNITY BRC	02498	BUDGET WORK SESSION	44.42
					LEGISLATIVE	
					TOTAL	307.47
MUNICIPAL COURT/DIVERSION						
		4,431	AT&T	AUG 2022	MONTH PHONE CHARGES AUG	103.50
		4,385	BLACK HILLS CORPORATION	OCT #1 2022	NATURAL GAS SERVICE	44.23
		5,729	GOOGLE LLC	4565568705	GOOGLE BUSINESS APP	113.40
		6,574	IDEATEX TELCOM	154464	MONTHLY BILLING	1,847.75
		281	LIBERAL OFFICE MACHINES COMPANY	96595	OFFICE SUPPLIES	5.32
		281	LIBERAL OFFICE MACHINES COMPANY	96980	OFFICE SUPPLIES	65.09
		4,357	PACIFIC INTERPRETERS INC	SIN227432	INTERPRETER	187.05
		343	RESERVE ACCOUNT	SEP-22	MONTHLY POSTAGE	123.15
		417	SOS LEASING	NOV 22	LIB MUNICIPAL COURT	255.62
		379	YOXALL, ANTRIM, FOREMAN & FRYMIRE	92087	LANE FRYMIRE-PROTEM	156.25
		379	YOXALL, ANTRIM, FOREMAN & FRYMIRE	92088	LANE FRYMIRE-PROTEM	62.50
					MUNICIPAL COURT/DIVERSION	
					TOTAL	2,963.86
CITY MANAGER						
		5,729	GOOGLE LLC	4565568705	GOOGLE BUSINESS APP	63.00

EXPENDITURE APPROVAL LISTING
AS OF 10/11/22

ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION	AMOUNT
CITY MANAGER	100	849	SEWARD COUNTY COMMUNITY COLLEGE	26	ATTN MGMT/VARNADO	15.00
		4,726	VERIZON WIRELESS	9916400368	CELLULAR/HIDALGO	41.45
					CITY MANAGER	
					TOTAL	119.45
FINANCE DEPARTMENT	5,729	GOOGLE LLC	GOOGLE BUSINESS APP	4565568705		113.40
	281	LIBERAL OFFICE MACHINES COMPANY	OFFICE SUPPLIES	97085		95.97
	281	LIBERAL OFFICE MACHINES COMPANY	OFFICE SUPPLIES	97110		70.40
	343	RESERVE ACCOUNT	MONTHLY POSTAGE	SEP-22		378.30
	6,632	SIGN EXPRESS	EMBROIDERY	3941		298.90
					FINANCE DEPARTMENT	
					TOTAL	956.97
PERSONNEL DEPARTMENT	5,729	GOOGLE LLC	GOOGLE BUSINESS APP	4565568705		50.40
	281	LIBERAL OFFICE MACHINES COMPANY	TONER	97189		53.75
	343	RESERVE ACCOUNT	MONTHLY POSTAGE	SEP-22		20.76
	6,632	SIGN EXPRESS	EMBROIDERY	3941		47.00
					PERSONNEL DEPARTMENT	
					TOTAL	171.91
BUILDING MAINTENANCE	4,385	BLACK HILLS CORPORATION	NATURAL GAS SERVICE	OCT #1 2022		29.05
	5,729	GOOGLE LLC	GOOGLE BUSINESS APP	4565568705		50.40
	4,342	UNIFIRST CORPORATION	SEPTEMBER UNIFORM/MAT SVC	1098422		133.50
	4,726	VERIZON WIRELESS	CELLULAR/MCCARTER	9916400368		176.41
	4,726	VERIZON WIRELESS	CELLULAR/WILLIAMS	9916400368		41.45
	3,030	WESTLAKE HARDWARE INC	CREDIT/DUPLICATE PAYMENT	7702746		36.97-
	3,030	WESTLAKE HARDWARE INC	DRAIN CLEANER	7703884		17.99
					BUILDING MAINTENANCE	
					TOTAL	411.83
I.T. DEPARTMENT	4,431	AT&T	MONTH PHONE CHARGES AUG	AUG 2022		103.50
	5,729	GOOGLE LLC	GOOGLE BUSINESS APP	4565568705		126.00
	6,632	SIGN EXPRESS	EMBROIDERY	3941		84.00
	4,973	SUPERION LLC	TCP INTERFACE PHORATE	Q-111791		1,055.65
					I.T. DEPARTMENT	
					TOTAL	1,369.15
PLANNING & ZONING	343	RESERVE ACCOUNT	MONTHLY POSTAGE	SEP-22		13.68
	308	SOUTHERN OFFICE SUPPLY INC	NAMEPLATE/J VASQUEZ	288098		13.95
	308	SOUTHERN OFFICE SUPPLY INC	NAME PLATE HOLDER	288098		23.90
					PLANNING & ZONING	
					TOTAL	51.53

EXPENDITURE APPROVAL LISTING
AS OF 10/11/22

ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION	AMOUNT
POLICE ADMINISTRATION	100					
		3,945	AL SHANK INSURANCE INC	J MAYHEW	FOUR-YEAR NOTARY BOND	50.00
		3,945	AL SHANK INSURANCE INC	29009	BUS AUTO/FUSION	753.00
		3,945	AL SHANK INSURANCE INC	29010	BUS AUTO/FUSION	733.00
		3,945	AL SHANK INSURANCE INC	29011	DEL BUS AUTO/CHARGER	310.00-
		3,945	AL SHANK INSURANCE INC	29012	DEL BUS AUTO/CHARGER	815.00-
		1,658	AUTO ZONE COMMERCIAL PROGRAM	1640843182	DURALAST IGNITION #36	229.53
		1,658	AUTO ZONE COMMERCIAL PROGRAM	1640886608	CR BELT/INV 1640886612	14.99-
		1,658	AUTO ZONE COMMERCIAL PROGRAM	1640886612	V RIBBED BELT	14.99
		1,658	AUTO ZONE COMMERCIAL PROGRAM	1640901911	ENERGIZER BATTERY #253	8.81
		4,385	BLACK HILLS CORPORATION	164843186	CR IGN COIL/INV1640843182	229.53-
		6,346	BURGESS, TRAVIS	OCT #1 2022	NATURAL GAS SERVICE	190.78
		603	CDW GOVERNMENT INC	09/12/2022	TRAVEL EXPENSE REPORT	112.91
		603	CDW GOVERNMENT INC	CP35063	LVO E14 I5-1135G7 256/8	728.29
		6,846	COMFORT SUITES	CT61364	LVO E14 I5-1135G7 256/8	728.31
		186	GALLS LLC	64385191	DIRECT BILLING-D VASQUEZ	203.52
		186	GALLS LLC	022056241	LPD APPAREL-PANTS	164.11
		5,729	GOOGLE LLC	022088915	LPD APPAREL	657.75
		4,699	HEISEL, BRANDT	4565568705	GOOGLE BUSINESS APP	819.00
		6,574	IDEATEK TELCOM	09/12/2022	TRAVEL EXPENSE REPORT	105.11
		6,634	JIMENEZ, NANCY	154464	MONTHLY BILLING	240.82
		7,093	JR AUDIO	09/20/2022	TRAVEL EXPENSE REPORT	73.89
		260	KANGAS SECRETARY OF STATE	10035	INST NEW RADAR #23	85.00
		5,083	KANSASLAND TIRE CO	J MAYHEW	FILING FEE	25.00
		282	MEAD LUMBER DO IT CENTER	14175	TIRE SERVICE #254	116.02
		6,611	MERCEDES SCIENTIFIC	584094	CR DRYWALL/INV 8157946	24.26-
		6,934	MILLER CHAD	2635578	DRUG TESTING SUPPLIES	105.17
		343	RESERVE ACCOUNT	09/21/2022	TRAVEL EXPENSE REPORT	111.71
		7,159	ROOSTERS	SEP-22	MONTHLY POSTAGE	77.03
		394	SCHOENER'S WATER CONDITIONING LLC	00009272022	PISTOL LOCKERS	500.00
		291	SERVICE JANITORIAL SUPPLY INC	95098	(9) 5 GALLON WATER	63.00
		417	SOS LEASING	321433	PAPER TOWELS	92.15
		417	SOS LEASING	NOV 22	LIB POLICE INVESTIGATIONS	270.30
		308	SOUTHERN OFFICE SUPPLY INC	NOV 22	CITY OF LIB POL RECORDS	270.30
		308	SOUTHERN OFFICE SUPPLY INC	287770	SEPTEMBER COPY CHARGES	142.90
		5,413	SOUTHGATE	287832	SEPTEMBER COPY CHARGES	22.51
		4,342	UNITFIRST CORPORATION	1038	ADVERTISING	100.00
		4,342	UNITFIRST CORPORATION	1098413	SEPTEMBER UNIFORM/NAT SVC	150.35
		342	UNITED PARCEL SERVICE	1098413	UNIFORM MAY/SVC	270.63
		2,679	WALMART COMMUNITY BRC	000066E179402	POLICE-SHIPING	18.51
		2,679	WALMART COMMUNITY BRC	01117	STORAGE BIN-APEX SYSTEM	52.42
		2,679	WALMART COMMUNITY BRC	04213	WALMART PURCHASE	82.79
		6,094	WEX BANK	06657	WALMART PURCHASE	33.94
		6,094	WEX BANK	83214168	FUEL/UNIT #12	270.91
		6,094	WEX BANK	83214168	FUEL/UNIT #22	333.45
		6,094	WEX BANK	83214168	FUEL/UNIT #21	65.15
		6,094	WEX BANK	83214168	FUEL/UNIT #37	836.70
		6,094	WEX BANK	83214168	FUEL/UNIT #29	48.75
		6,094	WEX BANK	83214168	FUEL/UNIT #24	407.85
		6,094	WEX BANK	83214168	FUEL/UNIT #2	91.20

EXPENDITURE APPROVAL LISTING
AS OF 10/11/22

ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION	AMOUNT
POLICE ADMINISTRATION	100		6,094 WEX BANK	83214168	FUEL/UNIT #9	928.05
			6,094 WEX BANK	83214168	FUEL/UNIT #33	51.73
			6,094 WEX BANK	83214168	FUEL/UNIT #38	770.09
			6,094 WEX BANK	83214168	FUEL/UNIT #46	381.64
			6,094 WEX BANK	83214168	FUEL/UNIT #13	69.77
			6,094 WEX BANK	83214168	FUEL/UNIT #65	91.83
			6,094 WEX BANK	83214168	FUEL/UNIT #221	64.49
			6,094 WEX BANK	83214168	FUEL/UNIT #39	429.71
			6,094 WEX BANK	83214168	FUEL/UNIT #14	145.43
			6,094 WEX BANK	83214168	FUEL/UNIT #225	265.24
			6,094 WEX BANK	83214168	FUEL/UNIT #36	369.44
			6,094 WEX BANK	83214168	FUEL/UNIT #223	144.52
			6,094 WEX BANK	83214168	FUEL/UNIT #52	168.39
			6,094 WEX BANK	83214168	FUEL/UNIT #250	64.97
			6,094 WEX BANK	83214168	FUEL/UNIT #251	101.90
			6,094 WEX BANK	83214168	FUEL/UNIT #254	27.61
			6,094 WEX BANK	83214168	FUEL/UNIT #253	124.49
			6,094 WEX BANK	83830398	FUEL/UNIT #23	69.37
			6,094 WEX BANK	83830398	FUEL/UNIT #12	180.41
			6,094 WEX BANK	83830398	FUEL/UNIT #22	402.67
			6,094 WEX BANK	83830398	FUEL/UNIT #21	178.54
			6,094 WEX BANK	83830398	FUEL/UNIT #37	306.84
			6,094 WEX BANK	83830398	FUEL/UNIT #29	53.30
			6,094 WEX BANK	83830398	FUEL/UNIT #24	349.01
			6,094 WEX BANK	83830398	FUEL/UNIT #2	54.60
			6,094 WEX BANK	83830398	FUEL/UNIT #9	552.00
			6,094 WEX BANK	83830398	FUEL/UNIT #38	804.52
			6,094 WEX BANK	83830398	FUEL/UNIT #46	322.56
			6,094 WEX BANK	83830398	FUEL/UNIT #13	110.89
			6,094 WEX BANK	83830398	FUEL/UNIT #66	43.18
			6,094 WEX BANK	83830398	FUEL/UNIT #65	174.21
			6,094 WEX BANK	83830398	FUEL/UNIT #221	81.14
			6,094 WEX BANK	83830398	FUEL/UNIT #39	267.58
			6,094 WEX BANK	83830398	FUEL/UNIT #14	150.44
			6,094 WEX BANK	83830398	FUEL/UNIT #225	327.66
			6,094 WEX BANK	83830398	FUEL/UNIT #36	119.06
			6,094 WEX BANK	83830398	FUEL/UNIT #223	62.15
			6,094 WEX BANK	83830398	FUEL/UNIT #250	126.68
			6,094 WEX BANK	83830398	FUEL/UNIT #251	59.34
			6,094 WEX BANK	83830398	FUEL/UNIT #254	252.26
			6,094 WEX BANK	83830398	FUEL/UNIT #253	55.95
			4,697 WEX BANK	8479249	FUEL/COURT	54.40
			4,697 WEX BANK	8479249	FUEL/COURT	51.53
			4,697 WEX BANK	8479249	FUEL/COURT	21.74
			4,697 WEX BANK	8479249	TAX FUEL/COURT	2.40-
			4,697 WEX BANK	8479249	TAX FUEL/COURT	2.35-
			4,697 WEX BANK	8479249	TAX FUEL/COURT	2.30-
			4,697 WEX BANK	8479249	TAX FUEL/COURT	1.14-

EXPENDITURE APPROVAL LISTING
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ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION	AMOUNT
FIRE	100	4,726	VERIZON WIRELESS	9916400368	CELLULAR/KIRK	133.93
		4,726	VERIZON WIRELESS	9916400368	CELLULAR/POULTON	46.45
		4,726	VERIZON WIRELESS	9916400368	CELLULAR/REGIER	46.45
		2,679	WALMART COMMUNITY BRC	02392	JANITORIAL SUPPLIES	131.81
		2,679	WALMART COMMUNITY BRC	02392	JANITORIAL SUPPLIES	56.41
		2,679	WALMART COMMUNITY BRC	03752	USB MEMORY DEVICES	25.10
		2,679	WALMART COMMUNITY BRC	04600	IPAD CHARGER	16.48
		2,679	WALMART COMMUNITY BRC	09754	PLASTIC WASTE BASKETS	4.28
		3,030	WESTLAKE HARDWARE INC	7703657	FITTINGS	29.28
		3,030	WESTLAKE HARDWARE INC	7703670	BATTERIES	11.99
		3,030	WESTLAKE HARDWARE INC	7703759	ELECTRICAL TAPE	18.57
		3,030	WESTLAKE HARDWARE INC	7704065	SPRAY PAINT	27.00
					FIRE	
					TOTAL	2,637.07
BUILDING INSPECTION SVC		7,154	C & C SERVICES	22-JK-704	900 BLK N HOLLY	100.00
		7,154	C & C SERVICES	22-JK-705	500 BLK E CEDAR	100.00
		7,154	C & C SERVICES	22-JK-706	500 BLK OF E 2ND	100.00
		7,011	COLLINS MOWING & LANDSCAPING	22-DCR-158	316 W 2ND ST	100.00
		7,011	COLLINS MOWING & LANDSCAPING	22-DR-059	1304 MAPLE BLVD	100.00
		7,011	COLLINS MOWING & LANDSCAPING	22-JK-126	1420 MISSION	140.00
		7,011	COLLINS MOWING & LANDSCAPING	22-JK-127	930 S KANSAS	100.00
		7,011	COLLINS MOWING & LANDSCAPING	22-JRK-310	2000 W 4TH ST	220.00
		6,819	EISENHAUER, STEPHEN E	22-DR-057	522 N NEW YORK	100.00
		6,819	EISENHAUER, STEPHEN E	22-JK-161	1200 E TUCKER	200.00
		6,819	EISENHAUER, STEPHEN E	22-JK-162	NORWOOD BTWN 2300/2400	400.00
		6,819	EISENHAUER, STEPHEN E	22-JK-163	1250 E TUCKER	240.00
		6,819	EISENHAUER, STEPHEN E	22-JK-164	2525 N COUNTRY	260.00
		6,819	EISENHAUER, STEPHEN E	22-JK-165	00000 QUAIL COURT	260.00
		6,667	ERIVES LAWN CARE	22-DCR-152	611 S LINCOLN	100.00
		6,667	ERIVES LAWN CARE	22-DCR-153	607 W 1ST	100.00
		6,667	ERIVES LAWN CARE	22-DCR-155	739 N PENNSYLVANIA	100.00
		6,667	ERIVES LAWN CARE	22-DCR-156	ROW 300 S KANSAS	120.00
		6,667	ERIVES LAWN CARE	22-DCR-157	114 E WALNUT	100.00
		6,667	ERIVES LAWN CARE	22-DR-058	732 N OKLAHOMA	140.00
		6,667	ERIVES LAWN CARE	22-DR-061	1003 W 2ND	100.00
		5,729	GOOGLE LLC	4565568705	GOOGLE BUSINESS APP	63.00
		7,187	H & H LAWN SERVICES	33-DR-056	1023 N PENNSYLVANIA	100.00
		284	M & M TIRE SERVICE	145665	TIRE SERVICE #47	863.56
		343	RESERVE ACCOUNT	SEP-22	MONTHLY POSTAGE	6.27
		456	SEWARD COUNTY LANDFILL	0000380191	LANDFILL CHARGES	12.00
		4,726	VERIZON WIRELESS	9916400368	CELLULAR/KIRK	24.26
		4,726	VERIZON WIRELESS	9916400368	DATA/THOMAS	40.01
		4,726	VERIZON WIRELESS	9916400368	DATA/HAWK	40.01
		4,726	VERIZON WIRELESS	9916400368	DATA/KULOW	40.01
		4,726	VERIZON WIRELESS	9916400368	DATA/HARPER	40.01
		4,726	VERIZON WIRELESS	9916400368	DATA/GALLEGOS	40.01
		4,726	VERIZON WIRELESS	9916400368	CELLULAR/THOMAS	41.45

EXPENDITURE APPROVAL LISTING
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ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION	AMOUNT
BUILDING INSPECTION SVC	100		2,679 WALMART COMMUNITY BRC	01934	TTK 47 WIPERS	29.94
			2,679 WALMART COMMUNITY BRC	01934	CODE-WEED EQUIP	16.32
			2,679 WALMART COMMUNITY BRC	01934	AIR FRESH/TISSUES	22.83
					BUILDING INSPECTION SVC	
					TOTAL	4,559.68
TRAFFIC CONTROL MAINT DIV			4,385 BLACK HILLS CORPORATION	OCT #1 2022	NATURAL GAS SERVICE	50.29
			284 M & M TIRE SERVICE	145636	TIRE SERVICE #46	876.00
			423 RASH OIL COMPANY	046844	PROPANE	28.20
			423 RASH OIL COMPANY	046933	PROPANE	28.20
			423 RASH OIL COMPANY	046937	PROPANE	28.20
			4,104 SOUTHERN PIONEER ELECTRIC CO	OCT #1 2022	ELECTRIC SERVICE	479.76
			4,726 VERIZON WIRELESS	9916400368	CELLULAR/BRIDENSTINE	41.45
					TRAFFIC CONTROL MAINT DIV	
					TOTAL	1,532.10
STREET/HIGHWAY			6,878 EPIC TOUCH	STREET DEPT	INTERNET SERVICE	162.75
			3,891 EASTERN COMPANY	KSLIB96855	SAFETY LENSES	47.80
			5,729 GOOGLE LLC	4565568705	GOOGLE BUSINESS APP	50.40
			282 MEAD LUMBER DO IT CENTER	8202116	NEW DOOR LOCK	69.43
			4,342 UNIFIRST CORPORATION	1098399	SEPTEMBER UNIFORM/MAT SVC	634.21
			4,726 VERIZON WIRELESS	9916400368	CELLULAR/STREET ON-CALL	24.26
			4,726 VERIZON WIRELESS	9916400368	CELLULAR/CARDENAS	41.45
			2,679 WALMART COMMUNITY BRC	00081	CLEANING SUPPLIES	96.87
			3,030 WESTAKE HARDWARE INC	7703891	SEALANT	33.98
					STREET/HIGHWAY	
					TOTAL	1,161.15
FLEET MAINTENANCE			1,658 AUTO ZONE COMMERCIAL PROGRAM	1640901264	STOCK ROOM SUPPLIES	63.01
			95 BUMPER TO BUMPER AUTO PARTS LIBERAL	505029	OVERPAIMENT	11.50-
			95 BUMPER TO BUMPER AUTO PARTS LIBERAL	505973	STOCK ROOM SUPPLIES	101.99
			95 BUMPER TO BUMPER AUTO PARTS LIBERAL	506021	STOCK ROOM SUPPLIES	17.88
			95 BUMPER TO BUMPER AUTO PARTS LIBERAL	506088	STOCK ROOM SUPPLIES	173.61
			4,342 UNIFIRST CORPORATION	1098404	SEPTEMBER UNIFORM/MAT SVC	289.37
					FLEET MAINTENANCE	
					TOTAL	634.36
ENGINEERING			5,729 GOOGLE LLC	4565568705	GOOGLE BUSINESS APP	25.20
					ENGINEERING	
					TOTAL	25.20
STREET LIGHTING			4,104 SOUTHERN PIONEER ELECTRIC CO	OCT #1 2022	ELECTRIC SERVICE	231.92
			383 STANTON WHOLESALE ELECTRIC CO	5305005-00	CREDIT/OVERPAIMENT	200.00-
			383 STANTON WHOLESALE ELECTRIC CO	5388909-00	WIRE	262.06

EXPENDITURE APPROVAL LISTING
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ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION	AMOUNT
RECREATION ADMINISTRATION 100						
4,385 BLACK HILLS CORPORATION				OCT #1 2022	NATURAL GAS SERVICE	475.00
6,665 FJ WRAPZ & GRAPHIX				707	WALL SLEIGHETTES-LOBBY	975.00
5,729 GOOGLE LLC				4565568705	GOOGLE BUSINESS APP	100.80
6,574 IDEATEK TELCOM				154464	MONTHLY BILLING	50.00
7,121 JOHNSON CONTROLS FIRE PROTECTION LP 89137134					SERVICE CALL	1,850.09
284 M & M TIRE SERVICE				145663	FLAT TIRE REPAIR #71	21.00
284 M & M TIRE SERVICE				145681	TIRE SERVICE/ORANGE TRAIL	136.34
5,984 MARTINEZ, TRAVIS				09/23/2022	BOOTS REIMBURSEMENT	78.33
1,775 MORGAN LOCKSMITHING				10275	SC4 KEY	16.39
343 RESERVE ACCOUNT				SEP-22	MONTHLY POSTAGE	35.52
456 SEWARD COUNTY LANDFILL				000380191	LANDFILL CHARGES	496.70
279 SHERWIN WILLIAMS				9785-9	PAINT	212.04
417 SOS LEASING				NOV 22	CITY OF LIB PARKS & REC 2	41.09
308 SOUTHERN OFFICE SUPPLY INC				287771	SEPTEMBER COPY CHARGES	38.00
4,342 UNIFIRST CORPORATION				1098429	SEPTEMBER UNIFORM/MAT SVC	19.00
4,342 UNIFIRST CORPORATION				1098429	UNIFORM MAT/SVC	800.95
6,801 UNITED TELEPHONE ASSOCIATION				2060438	SEP PHONE/INTERNET	41.45
4,726 VERIZON WIRELESS				9916400368	CELLULAR/ROTOLO	41.45
4,726 VERIZON WIRELESS				9916400368	CELLULAR/QUINT	20.80
2,679 WALMART COMMUNITY BRC				02537	BATTERIES/PENS	28.96
2,679 WALMART COMMUNITY BRC				02841	NIPES/CARPET DEODORANT	10.72
2,679 WALMART COMMUNITY BRC				06648	WATER	10.88
2,679 WALMART COMMUNITY BRC				07932	WALMART PURCHASE	135.97
3,030 WESTLAKE HARDWARE INC				7703949	PLIERS/WRENCH SET	
7,242 AGUIRRE, CAROL				09/08/2022	OFFICIAL- YOUTH VOLLEYBAL	77.00
3,829 BEN E KEITH FOODS				43119555	REC CENTER CONC	956.33
6,727 BLUE CHIP ATHLETIC				189815	LK TOURNAMENT PROMOTIONS	830.00
6,727 BLUE CHIP ATHLETIC				190705	LK SPORTS PROMOTIONS	1,180.00
6,727 BLUE CHIP ATHLETIC				190787	COED SOFTBALL APPAREL	553.86
6,727 BLUE CHIP ATHLETIC				190827	SOCCER SHIRTS	525.00
1,098 BSN SPORTS INC				918277330	WILSON PRO KICK	35.15
7,245 CAMPFIELD, GAVIN				09/10/2022	OFFICIAL-FLAG FOOTBALL	288.00
5,388 DEATON, KURT				09/19/22	SOFTBALL OFFICIAL	280.00
7,112 FUN EXPRESS				719096777-01	ORGANIZED EVENT	187.96
2,453 HASTY AWARDS				09221226	COED CHAMP TROPHY	86.93
282 MEAD LUMBER DO IT CENTER				7365192	DUPLICATE PAYMENT	29.18-
409 PEPSI-COLA COMPANY				25248515	TRAILER CONCESSION	1,099.04
7,243 RODRIGUEZ, AMY				09/08/22	VOLEYBALL OFFICIAL	88.00
308 SOUTHERN OFFICE SUPPLY INC				287550	ARKALON ASSAULT BANNERS	365.00
7,244 THOMPSON, AIDYN				09/10/2022	FLAG FOOTBALL OFFICIAL	288.00
3,008 TODD, JOHN				09/19/22	SOFTBALL OFFICIAL	150.00
5,366 TODD, BECKY				09/19/22	SOFTBALL SCOREKEEPER	144.00
STREET LIGHTING						
TOTAL						293.98
RECREATION ADMINISTRATION 100						
4,385 BLACK HILLS CORPORATION				OCT #1 2022	NATURAL GAS SERVICE	475.00
6,665 FJ WRAPZ & GRAPHIX				707	WALL SLEIGHETTES-LOBBY	975.00
5,729 GOOGLE LLC				4565568705	GOOGLE BUSINESS APP	100.80
6,574 IDEATEK TELCOM				154464	MONTHLY BILLING	50.00
7,121 JOHNSON CONTROLS FIRE PROTECTION LP 89137134					SERVICE CALL	1,850.09
284 M & M TIRE SERVICE				145663	FLAT TIRE REPAIR #71	21.00
284 M & M TIRE SERVICE				145681	TIRE SERVICE/ORANGE TRAIL	136.34
5,984 MARTINEZ, TRAVIS				09/23/2022	BOOTS REIMBURSEMENT	78.33
1,775 MORGAN LOCKSMITHING				10275	SC4 KEY	16.39
343 RESERVE ACCOUNT				SEP-22	MONTHLY POSTAGE	35.52
456 SEWARD COUNTY LANDFILL				000380191	LANDFILL CHARGES	496.70
279 SHERWIN WILLIAMS				9785-9	PAINT	212.04
417 SOS LEASING				NOV 22	CITY OF LIB PARKS & REC 2	41.09
308 SOUTHERN OFFICE SUPPLY INC				287771	SEPTEMBER COPY CHARGES	38.00
4,342 UNIFIRST CORPORATION				1098429	SEPTEMBER UNIFORM/MAT SVC	19.00
4,342 UNIFIRST CORPORATION				1098429	UNIFORM MAT/SVC	800.95
6,801 UNITED TELEPHONE ASSOCIATION				2060438	SEP PHONE/INTERNET	41.45
4,726 VERIZON WIRELESS				9916400368	CELLULAR/ROTOLO	41.45
4,726 VERIZON WIRELESS				9916400368	CELLULAR/QUINT	20.80
2,679 WALMART COMMUNITY BRC				02537	BATTERIES/PENS	28.96
2,679 WALMART COMMUNITY BRC				02841	NIPES/CARPET DEODORANT	10.72
2,679 WALMART COMMUNITY BRC				06648	WATER	10.88
2,679 WALMART COMMUNITY BRC				07932	WALMART PURCHASE	135.97
3,030 WESTLAKE HARDWARE INC				7703949	PLIERS/WRENCH SET	
7,242 AGUIRRE, CAROL				09/08/2022	OFFICIAL- YOUTH VOLLEYBAL	77.00
3,829 BEN E KEITH FOODS				43119555	REC CENTER CONC	956.33
6,727 BLUE CHIP ATHLETIC				189815	LK TOURNAMENT PROMOTIONS	830.00
6,727 BLUE CHIP ATHLETIC				190705	LK SPORTS PROMOTIONS	1,180.00
6,727 BLUE CHIP ATHLETIC				190787	COED SOFTBALL APPAREL	553.86
6,727 BLUE CHIP ATHLETIC				190827	SOCCER SHIRTS	525.00
1,098 BSN SPORTS INC				918277330	WILSON PRO KICK	35.15
7,245 CAMPFIELD, GAVIN				09/10/2022	OFFICIAL-FLAG FOOTBALL	288.00
5,388 DEATON, KURT				09/19/22	SOFTBALL OFFICIAL	280.00
7,112 FUN EXPRESS				719096777-01	ORGANIZED EVENT	187.96
2,453 HASTY AWARDS				09221226	COED CHAMP TROPHY	86.93
282 MEAD LUMBER DO IT CENTER				7365192	DUPLICATE PAYMENT	29.18-
409 PEPSI-COLA COMPANY				25248515	TRAILER CONCESSION	1,099.04
7,243 RODRIGUEZ, AMY				09/08/22	VOLEYBALL OFFICIAL	88.00
308 SOUTHERN OFFICE SUPPLY INC				287550	ARKALON ASSAULT BANNERS	365.00
7,244 THOMPSON, AIDYN				09/10/2022	FLAG FOOTBALL OFFICIAL	288.00
3,008 TODD, JOHN				09/19/22	SOFTBALL OFFICIAL	150.00
5,366 TODD, BECKY				09/19/22	SOFTBALL SCOREKEEPER	144.00
RECREATION						
TOTAL						5,694.62

EXPENDITURE APPROVAL LISTING
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ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION	AMOUNT
RECREATION	100	5,530	TORRES, ELYSE	09/19/22	SOFTBALL OFFICIAL	280.00
		6,138	VAS HOTELS LLC	102	BUILDING RENTAL	1,500.00
		6,138	VAS HOTELS LLC	102	REFUNDABLE CLEANING FEE	500.00
		2,679	WALMART COMMUNITY BRC	02840	ORGANIZED EVENTS	73.24
		2,679	WALMART COMMUNITY BRC	03074	TRIPDS-LIVESTREAM SPORTS	60.76
		2,679	WALMART COMMUNITY BRC	03680	ORGANIZED EVENTS	207.84
		2,679	WALMART COMMUNITY BRC	07931	TOTES FOR BASEBALL	89.94
		2,679	WALMART COMMUNITY BRC	08473	ORGANIZED EVENTS	158.56
		6,331	WERNER, JAMES	09/08/2022	OFFICIAL-VEALL/FEALL	450.00
		5,475	ZANGHI SR, ARDON	09/19/22	SOFTBALL OFFICIAL	280.00
					RECREATION	
					TOTAL	10,705.25
SWIMMING POOL	2,679	WALMART COMMUNITY BRC	07297	WALMART PURCHASE	19.09	
					SWIMMING POOL	
					TOTAL	19.09
GOLF COURSE	3,611	ACTUSHNET TITLEIST COMPANY	91487858	HATS		60.60
		4,385	BLACK HILLS CORPORATION	OCT #1 2022	NATURAL GAS SERVICE	40.92
		3,587	CALLAWAY GOLF	934930043	SHORT PAYMENT/STATEMENT	10.00
		3,798	CLEVELAND GOLF INC	6488029	STATEMENT-CR USED TWICE	91.80
		4,847	COBRA PUMA GOLF INC	X663982	PRE SOLD 4 IRON	99.23
		3,489	CURTIS & CURTIS INC	62953	SEED FOR THE BOXES	1,498.04
		5,227	DISH NETWORK	10/03/22	DISH NETWORK	103.64
		5,729	GOOGLE LLC	4565568705	GOOGLE BUSINESS APP	37.80
		6,378	J & M GOLF	0660659-IN	PRE SOLD EXTENSIONS/GRIPS	171.15
		409	PEPSI-COLA COMPANY	21737859	BEVERAGES-WILLOW TREE	396.66
		4,096	PING INC	09/30/2022	OVERPAY/INV 16296091	.12-
		4,096	PING INC	16530940	HATS	157.80
		291	SERVICE JANITORIAL SUPPLY INC	321480	TRASH BAGS	69.80
		456	SEWARD COUNTY LANDFILL	0000380191	LANDFILL CHARGES	25.87
		308	SOUTHERN OFFICE SUPPLY INC	288398	TONER CARTRIDGE	251.72
		4,342	UNIFIRST CORPORATION	1098423	SEPTEMBER UNIFORM/NAT SVC	111.99
		1,666	VAN DIEST SUPPLY COMPANY	263461	FALL FERTILIZER	4,136.00
		2,679	WALMART COMMUNITY BRC	04189	WALMART PURCHASE	60.52
		2,679	WALMART COMMUNITY BRC	04189	WALMART PURCHASE	17.41
		2,679	WALMART COMMUNITY BRC	04189	WALMART PURCHASE	26.18
		3,464	WILLOW TREE GOLF PETTY CASH	2026	ALCOHOL REIMBURSEMENT	186.50
		3,464	WILLOW TREE GOLF PETTY CASH	2027	ALCOHOL REIMBURSEMENT	282.85
		3,464	WILLOW TREE GOLF PETTY CASH	2028	ALCOHOL REIMBURSEMENT	167.60
					GOLF COURSE	
					TOTAL	8,003.96
PARKS	4,385	BLACK HILLS CORPORATION	OCT #1 2022	NATURAL GAS SERVICE	58.10	
		5,729	GOOGLE LLC	4565568705	GOOGLE BUSINESS APP	37.80
		*****MISC-A/P ONE TIME VENDOR	92313	REFUND FOR MARY FRAME	300.00	

EXPENDITURE APPROVAL LISTING
AS OF 10/11/22

ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION	AMOUNT
PARKS	100	4,104	SOUTHERN PIONEER ELECTRIC CO	OCT #1 2022	ELECTRIC SERVICE	22.74
		4,342	UNIFIRST CORPORATION	1098428	SEPTEMBER UNIFORM/MAT SVC	480.73
		4,342	UNIFIRST CORPORATION	1098428	UNIFORM MAT/SVC	137.96
		342	UNITED PARCEL SERVICE	000066EL79392	PARKS-SHIPING	74.09
		4,726	VERIZON WIRELESS	9916400368	CELLULAR/YOUNG	41.45
		3,030	WESTLAKE HARDWARE INC	7703656	PROPANE TORCH	23.99
		3,030	WESTLAKE HARDWARE INC	7703792	LUBRICANT	6.99
		3,030	WESTLAKE HARDWARE INC	7703820	CABLE TIES	7.89
					PARKS TOTAL	1,191.74
PARKS		6,878	EPIC TOUCH		BASBALL COMPLAINETNET SERVICE	179.03
		6,878	EPIC TOUCH		MAHURON BUILDINGINETNET SERVICE	180.83
ARKALON RECREATIONAL AREA		4,431	AT&T	AUG 2022	MONTH PHONE CHARGES AUG	103.50
		7,191	DAILING, BARBARA	10/11/2022	25 SEPT -2 OCT	800.00
		5,729	GOOGLE LLC	456568705	GOOGLE BUSINESS APP	37.80
		3,774	GREENLEAF NURSERY COMPANY INC	10-39939	FALL TREES AT ARKALON	1,193.44
		271	KEATING TRACTOR & EQUIPMENT INC	310349	HUSTLER MOWER REPAIR	645.90
		6,165	PLUNKETT'S PEST CONTROL	7534820	GEN PEST CONTROL PROGRAM	31.20
		6,165	PLUNKETT'S PEST CONTROL	7584248	GEN PEST CONTROL PROGRAM	31.20
		6,165	PLUNKETT'S PEST CONTROL	7626802	GEN PEST CONTROL PROGRAM	31.20
		6,165	PLUNKETT'S PEST CONTROL	7690461	GEN PEST CONTROL PROGRAM	33.20
		6,165	PLUNKETT'S PEST CONTROL	7707461	GEN PEST CONTROL PROGRAM	33.20
DEPOT BUILDING FACILITY		3,030	WESTLAKE HARDWARE INC	7703778	LIGHT BULBS	9.99
		3,030	WESTLAKE HARDWARE INC	7703856	LIGHT BULBS	6.99
		3,030	WESTLAKE HARDWARE INC	7703933	RODENT TRAPS	6.59
					ARKALON RECREATIONAL AREA TOTAL	2,964.21
		4,385	BLACK HILLS CORPORATION	OCT #1 2022	NATURAL GAS SERVICE	40.95
		4,104	SOUTHERN PIONEER ELECTRIC CO	OCT #1 2022	ELECTRIC SERVICE	736.91
					DEPOT BUILDING FACILITY TOTAL	777.86
		2,769	AMERICAN FIRE SPRINKLER CORP	50114	ANNUAL FIRE SPRINKLER INS	340.00
GRIER HOUSE		4,385	BLACK HILLS CORPORATION	OCT #1 2022	NATURAL GAS SERVICE	74.99
		4,104	SOUTHERN PIONEER ELECTRIC CO	OCT #1 2022	ELECTRIC SERVICE	1,040.49
CEMETERY					GRIER HOUSE TOTAL	1,455.48
		4,385	BLACK HILLS CORPORATION	OCT #1 2022	NATURAL GAS SERVICE	35.85

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ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION	AMOUNT
CEMETERY	100	129	DAN'S BODY SHOP	C22747	BUMPER REPLACED #63	1,435.26
		5,729	GOOGLE LLC	4565568705	GOOGLE BUSINESS APP	12.60
		3,774	GREENLEAF NURSERY COMPANY INC	10-40126	CLEVELAND SELECT PEAR	529.36
		271	KEATING TRACTOR & EQUIPMENT INC	308185	TORO MOWER REPAIR	20.00
		271	KEATING TRACTOR & EQUIPMENT INC	310876	AIR/FUEL FILTERS	14.96
		271	KEATING TRACTOR & EQUIPMENT INC	311185	JACOBSEN MOWER	17.02
		*****MISC-A/P	ONE TIME VENDOR	09/26/22	K COX LOT SALE	800.00
		3,845	O'REILLY AUTOMOTIVE STORES INC	1453-263139	CLEANER/TOWELS/CLIP #63	33.57
		183	PETTY CASH	6389	CEMETERY DEED/G SERECER	21.00
		183	PETTY CASH	6389	CEMETERY DEED/E GANDARA	42.00
		343	RESERVE ACCOUNT	SEP-22	MONTHLY POSTAGE	.57
		456	SEWARD COUNTY LANDFILL	0000380191	LANDFILL CHARGES	36.00
		4,342	UNIFIRST CORPORATION	1098420	SEPTEMBER UNIFORM/NET SVC	132.25
		4,726	VERIZON WIRELESS	9916400368	CELLULAR/BEER	41.45
		3,030	WESTLAKE HARDWARE INC	7703844	HYDRANT	199.98
					CEMETERY TOTAL	3,371.91
UTILITY BILLING	5,729	GOOGLE LLC	4565568705	97081	GOOGLE BUSINESS APP	37.80
		281	LIBERAL OFFICE MACHINES COMPANY	97121	YELLOW TONER	253.99
		343	RESERVE ACCOUNT	SEP-22	OFFICE SUPPLIES	399.95
		308	SOUTHERN OFFICE SUPPLY INC	288340	MONTHLY POSTAGE	713.82
		355	UTILITY PETTY CASH FUND	CV 92234	14.875*X11 BINDER & SHIP	938.45
					CYCLE 2 SEPTEMBER BILLS	1,189.66
					UTILITY BILLING TOTAL	3,533.67
COMMUNICATIONS	202	6,929	AT&T	742048048092522MO.	FIBER CIRCUIT ACCESS	.46
		5,729	GOOGLE LLC	4565568705	GOOGLE BUSINESS APP	163.80
		394	SCHOENER'S WATER CONDITIONING LLC	88465	(3) 5 GALLON WATER	20.55
		417	SOS LEASING	NOV 22	911 CALL CENTER	184.91
		308	SOUTHERN OFFICE SUPPLY INC	287864	TONER CARTRIDGE	177.89
		308	SOUTHERN OFFICE SUPPLY INC	287964	TONER CARTRIDGE	123.99
		2,679	WALMART COMMUNITY BRC	02110	WALMART PURCHASE	121.51
		2,679	WALMART COMMUNITY BRC	02110	WALMART PURCHASE	110.63
		2,679	WALMART COMMUNITY BRC	02110	WALMART PURCHASE	16.18
					COMMUNICATIONS TOTAL	919.92
LIBRARY	205	433	LIBRARY BOARD (TREASURER)	SEPT 2022	SEPT 22 SWCO TAX DIST	38,845.06
					FUND 202 TOTAL	919.92

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ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION	AMOUNT
CONVENTION/TOURISM	206	6,288	AAA WORLD	0322WDGP537	1/6 FOUR COLOR AD	1,298.00
		5,232	AMERICAN ROAD	2022-15588	FULL PAGE AD	3,100.00
		4,431	AT&T	AUG 2022	MONTH PHONE CHARGES AUG	220.68
		4,385	BLACK HILLS CORPORATION	OCT #1 2022	NATURAL GAS SERVICE	30.74
		7,112	FUN EXPRESS	719098569-01	CHRISTMAS PARADE GIVAWAY	160.46
		7,112	FUN EXPRESS	719098569-01	CHRISTMAS PARADE GIVAWAY	44.99
		7,084	GATEHOUSE MEDIA KANSAS HOLDINGS 11	0004862465	MONTHLY BILLING	18.60
		5,729	GOOGLE LLC	4564568705	GOOGLE BUSINESS APP	50.40
		4,550	HOOR MEDIA	9-22-AAA1022	AAA LIVING MAGAZINE AD	1,113.00
		3,234	KSN	A3571483-2	GOOD DAY KANSAS	150.00
		3,234	KSN	3563478-1	GOOD DAY KANSAS SEGMENT	500.00
		281	LIBERAL OFFICE MACHINES COMPANY	96979	OPEN/CLOSED SIGN	89.38
		685	LIBERAL ROTARY CLUB	09/20/2022	TOURISM GRANT DIST 5680	2,000.00
		7,141	LINDMARK OUTDOOR MEDIA	INV46521	BILLBOARD RENT	373.02
		343	RESERVE ACCOUNT	SEP-22	MONTHLY POSTAGE	80.82
		417	SOS LEASING	NOV 22	CITY OF LIB CONV & TOUR 2	247.69
		308	SOUTHERN OFFICE SUPPLY INC	288241	SEPTEMBER COPY CHARGES	40.00
		4,104	SOUTHERN PIONEER ELECTRIC CO	OCT #1 2022	ELECTRIC SERVICE	343.15
		2,607	SOUTHWEST SYMPHONY SOCIETY	09/20/22	GRANT/CULTURE FESTIVAL 22	500.00
		4,726	VERIZON WIRELESS	9916400368	CELLULAR/FULLER	41.45
		2,679	WALMART COMMUNITY BRC	02255	GIFT BASKET	61.06
		2,679	WALMART COMMUNITY BRC	02255	WALMART PURCHASE	140.25
CONVENTION/TOURISM						
TOTAL						10,603.69
STREET/HIGHWAY	207	1,666	VAN DIEST SUPPLY COMPANY	263124	ICE MELT	945.70
CONVENTION/TOURISM						
TOTAL						10,603.69
FIRE	209	3,891	PASTENAL COMPANY	KSLLB96815	TECH RESCUE GLOVES	781.85
STREET/HIGHWAY						
TOTAL						945.70
FIRE	209	3,891	PASTENAL COMPANY	KSLLB96815	TECH RESCUE GLOVES	781.85
STREET/HIGHWAY						
TOTAL						945.70
AIR MUSEUM/ROBOTICS	2,679	WALMART COMMUNITY BRC	06647		HALLOWEEN-FALL FAIR	349.72
LIBRARY						
TOTAL						38,845.06
FUND 205						
TOTAL						38,845.06

EXPENDITURE APPROVAL LISTING
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ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION	AMOUNT
AIR MUSEUM/ROBOTICS	209	2,679	WALMART COMMUNITY BNC	06647	OTHER OP SUPPLIES	13.60
					AIR MUSEUM/ROBOTICS	
					TOTAL	363.32
					FUND 209	
					TOTAL	1,145.17
GENERAL OPERATIONS	260					
			1,658 AUTO ZONE COMMERCIAL PROGRAM	1640904350	MAT RPJCE IGN SWITCH #115	35.57
			3,891 FASTENAL COMPANY	KSL1396837	BATTERY REPLACE	503.80
			3,665 FOLEY EQUIPMENT CO	PS05005534	FILTER FOR OIL CHANGE #E4	234.41
			3,665 FOLEY EQUIPMENT CO	PS05005535	FILTER FOR OIL CHANGE #B2	286.25
			3,665 FOLEY EQUIPMENT CO	PS05005536	FILTER FOR OIL CHNGE #E97	186.65
			3,665 FOLEY EQUIPMENT CO	PS05005537	FILTER FOR OIL CHNGE #E98	186.65
			271 KEATING TRACTOR & EQUIPMENT INC	310636	PARTS/RPR WEED EATERS	82.94
			2,936 LIBERAL NEW IRON & METAL, INC	3954	3 X 2 X 3/8 ANGLE IRON	160.00
			282 MEAD LUMBER DO IT CENTER	8198619	MAT STREET REPAIR	446.00
			282 MEAD LUMBER DO IT CENTER	8203735	STAKES FOR CONCRETE FORMS	80.50
			6,709 RED EQUIPMENT LLC	2550	NOZZLE/UNIT #187	2,157.30
			612 TNT HYDRAULIC INC	29312	HYDRAULIC HOSES/#187	65.83
			5,296 UNITED RENTALS INC	211161313-001	FITTINGS	614.60
			3,030 WESTLAKE HARDWARE INC	7704030	CHAINSAW CHAINS	112.00
					GENERAL OPERATIONS	
					TOTAL	5,152.50
OTHER IMPROVEMENTS						
			6,862 CROBELL INC	675032	CURVE & GUTTER REPAIR	165.00
					OTHER IMPROVEMENTS	
					TOTAL	165.00
					FUND 260	
					TOTAL	5,317.50
ECONOMIC DEVELOPMENT	261	5,729	GOOGLE LLC	4565568705	GOOGLE BUSINESS APP	25.20
			281 LIBERAL OFFICE MACHINES COMPANY	97189	TONER	53.74
			282 MEAD LUMBER DO IT CENTER	8201366	USCIS/DOORS/LOCKS	259.43
			282 MEAD LUMBER DO IT CENTER	8212304	USCIS/SANDPAPER	4.98
			282 MEAD LUMBER DO IT CENTER	8214982	USCIS/LOCK	14.49
			343 RESERVE ACCOUNT	SEP-22	MONTHLY POSTAGE	3.99
					ECONOMIC DEVELOPMENT	
					TOTAL	361.83
PUBLIC TRANSPORTATION						
			6,536 CHANCE'S SERVICE CENTER	0057472	CHECK AC #217	173.99
			6,536 CHANCE'S SERVICE CENTER	0057477	OIL SERV/BREAK SERV #220	443.54
			6,536 CHANCE'S SERVICE CENTER	0057482	OIL SERV/TIRE SERV #200	158.97
			6,536 CHANCE'S SERVICE CENTER	0057503	OIL SERV #201	678.55
			6,536 CHANCE'S SERVICE CENTER	0057508	ADJUST LIFT #218	60.95

EXPENDITURE APPROVAL LISTING
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ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION	AMOUNT			
PUBLIC TRANSPORTATION	261	6,536	CHANCE'S SERVICE CENTER	0057509	PLUG TUNEUP/OIL SENS #200	827.86			
			CHANCE'S SERVICE CENTER	0057515	OIL SERV/BREAK SERV #218	653.94			
			GOOGLE LLC	4565568705	GOOGLE BUSINESS APP	25.20			
			HIDDEN DETAILS	001079	BUS FLEET EXTERIOR WASH	250.00			
			LIBERAL OFFICE MACHINES COMPANY	97189	TONER	53.75			
			M & M TIRE SERVICE	145900	FLAT TIRE REPAIR #219	21.00			
			MADDEN OIL CO	4610/2208081086FUEL/UNIT #200	464.01				
			MADDEN OIL CO	4610/2208081086FUEL/UNIT #201	171.98				
			MADDEN OIL CO	4610/2208081086FUEL/UNIT #215	977.60				
			MADDEN OIL CO	4610/2208081086FUEL/UNIT #219	1,362.78				
			MADDEN OIL CO	4610/2208081086FUEL/UNIT #220	776.55				
			MADDEN OIL CO	4610/2208081086FUEL/UNIT #217	1,393.45				
			MADDEN OIL CO	4610/2208081086FUEL/UNIT #218	1,520.65				
			MADDEN OIL CO	4610/2208081086FUEL/UNIT #202	84.24				
PUBLIC TRANSPORTATION									
TOTAL						10,099.01			
CRIME/DRUG PREVENTION	262	5,327	ADOLESCENT SUPPORT SERVICES	SEPT 22	3RD QTR 2022/TRUANCY				
						FUND 261			
						TOTAL			10,460.84
CRIME/DRUG PREVENTION									
TOTAL						10,826.74			
HOUSING	263	5,729	GOOGLE LLC	4565568705	GOOGLE BUSINESS APP	25.20			
			JOE WILKENS PAINTING	877040	720 SEWARD-L SPANGLER	2,000.00			
			LIBERAL OFFICE MACHINES COMPANY	97189	TONER	53.75			
			MISC-A/P ONE TIME VENDOR	09/16/2022	111 HANCOCK	5,000.00			
			PETTY CASH	6387	MORTGAGE RELEASE	20.00			
			PETTY CASH	6388	MORTGAGE RELEASE	20.00			
			RESERVE ACCOUNT	SEP-22	MONTHLY POSTAGE	.57			
			SEPULVEDA'S HEATING & AIR	150471	EMERG/REPLACE WATER LINE	2,000.00			
			SHERWIN WILLIAMS	8259-6	PAINT PROG/706 S OKLAHOMA	47.72			
			SHERWIN WILLIAMS	9460-9	PAINT PROG/601 WEBSTER	350.10			
			SHERWIN WILLIAMS	9688-5	PAINT PROG/717 S OKLAHOMA	348.45			
			VERIZON WIRELESS	9916400368	CELLULAR/LAFRENIERE	41.45			
			HOUSING						
			TOTAL						9,907.24
BEAUTIFICATION	264	3,774	GREENLEAF NURSERY COMPANY INC	10-13738CM	TREES				
						FUND 263			
						TOTAL			9,907.24
BEAUTIFICATION									
TOTAL						103.64			

EXPENDITURE APPROVAL LISTING
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ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION	AMOUNT
BEAUTIFICATION	264	3,774	GREENLEAF NURSERY COMPANY INC	10-13738CM	CR TREES/INV 10-13738	.20-
		3,774	GREENLEAF NURSERY COMPANY INC	10-18949-1CM	CR TREES/INV 10-18949-1	212.00-
		3,774	GREENLEAF NURSERY COMPANY INC	10-18949-1CM	CR CORRECTION/AUTOMN PURP	212.00
		3,774	GREENLEAF NURSERY COMPANY INC	10-39522	FALL '22 TREE MATCH ORDER	5,919.00
		3,774	GREENLEAF NURSERY COMPANY INC	10-40402	FALL '22 TREE MATCH ORDER2	5,058.40
		271	KEATING TRACTOR & EQUIPMENT INC	308270	HUSTLER MOWER REPAIR	785.16
		271	KEATING TRACTOR & EQUIPMENT INC	311184	HUSTLER MOWER	45.59
		284	M & M TIRE SERVICE	145777	FLAT TIRE REPAIR	21.00
		284	M & M TIRE SERVICE	145794	FLAT TIRE REPAIR	21.00
		284	M & M TIRE SERVICE	145816	FLAT TIRE REPAIR #75	21.00
		282	MEAD LUMBER DO IT CENTER	8220337	LIGHT SWITCH COVERS	2.28
		1,775	MORGAN LOCKSMITHING	10274	BLUE BONNET BLDG	48.00
		519	RINE EXTERMINATING INC	95959994	QUARTERLY PEST CONTROL	250.00
		308	SOUTHERN OFFICE SUPPLY INC	287979	REPORT COVERS	20.45
		383	STANION WHOLESALE ELECTRIC CO	5386075-00	FLOODLIGHT	215.24
		383	STANION WHOLESALE ELECTRIC CO	5383041-00	CREDIT/RETURN FLOODLIGHT	215.24-
		1,666	VAN DIEST SUPPLY COMPANY	257211	CREDIT/REBATE PROGRAM	262.50-
		2,679	WALMART COMMUNITY BRC	08596	RV AND ANTIFREEZE-WINTER	238.80
		3,030	WESTLAKE HARDWARE INC	7703656	SCRUB BRUSHES	18.60
		3,030	WESTLAKE HARDWARE INC	7703746	BATTERIES	17.99
		3,030	WESTLAKE HARDWARE INC	7703820	NOZZLE/SCOURING STICK	13.98
		3,030	WESTLAKE HARDWARE INC	7703860	PLANT FOOD	9.59
		3,030	WESTLAKE HARDWARE INC	7703931	FITTING	7.99
		3,030	WESTLAKE HARDWARE INC	7703934	TRASH BAGS	961.74
		3,030	WESTLAKE HARDWARE INC	7703943	HOSE NOZZLES	15.98
		3,030	WESTLAKE HARDWARE INC	7704003	FITTINGS	9.38
					BEAUTIFICATION	
					TOTAL	13,326.87
					FUND 264	
					TOTAL	13,326.87
CONSTRUCTION IMPROVEMENTS 301	3,812	AIRGAS MID SOUTH INC	9128441361	POWERMAX 65 PLASMA TORCH		3,600.00
	3,812	AIRGAS MID SOUTH INC	9128752310	WELDER MULTIMATIC MULTI-P		4,099.00
	4,797	B & H PHOTO VIDEO	206007710	SAMSUNG LED TV		999.95
	401	GRAINGER	9428297080	LOCKOUT BOARD		163.81
	929	USA BLUE BOOK	102343	SAFETY EQUIP/NEW PLANT		531.03
	929	USA BLUE BOOK	117380	SAFETY EQUIP/NEW PLANT		521.65
	6,583	VOGTIS-PARGA CONSTRUCTION LLC	10/04/22	PAY VOUCHER NO 17/2NDSTW		66,429.65
	3,030	WESTLAKE HARDWARE INC	7703663	PAINT		41.99
					CONSTRUCTION IMPROVEMENTS	
					TOTAL	76,387.08
AIRPORT UTILITY	501	4,385	BLACK HILLS CORPORATION		FUND 301	
					TOTAL	76,387.08
				OCT #1 2022	NATURAL GAS SERVICE	141.68

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ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION	AMOUNT
AIRPORT UTILITY	501	5,729	GOOGLE LLC	4565568705	GOOGLE BUSINESS APP	37.80
			271 KEATING TRACTOR & EQUIPMENT INC	308586	SERVICE CALL	464.10
			271 KEATING TRACTOR & EQUIPMENT INC	310312	SERVICE CALL	148.07
			281 LIBERAL OFFICE MACHINES COMPANY	97139	OFFICE SUPPLIES	227.91
			343 RESERVE ACCOUNT	SEP-22	MONTHLY POSTAGE	61.38
			308 SOUTHERN OFFICE SUPPLY INC	288107	COPY PAPER	481.50
			374 SOUTHWEST GLASS & DOOR INC	104632	REPAIR OVERHEAD DOOR	220.00
			4,342 UNIFIRST CORPORATION	1098418	SEPTEMBER UNIFORM/MAT SVC	133.27
			1,666 VAN DIEST SUPPLY COMPANY	263124	ICE MELT	472.85
			4,726 VERIZON WIRELESS	9916400368	TABLET/SERVICE	40.01
			4,726 VERIZON WIRELESS	9916400368	CELLULAR/FORWALT	46.45
			2,679 WALMART COMMUNITY BRC	02728	WALMART PURCHASE	43.96
			2,679 WALMART COMMUNITY BRC	09101	WATER/GATORADE	47.36
			3,030 WESTLAKE HARDWARE INC	7703905	DOOR STOPPERS	18.98
					AIRPORT UTILITY	
					TOTAL	2,585.32
					FUND 501	
					TOTAL	2,585.32
AIR MUSEUM	504	1,434	BORN AVIATION PRODUCTS INC	0093519-IN	GIFT SHOP RETAIL	361.30
			5,729 GOOGLE LLC	4565568705	GOOGLE BUSINESS APP	106.80
			281 LIBERAL OFFICE MACHINES COMPANY	97022	OFFICE SUPPLIES	204.00
			6,329 NATIONAL WWII MUSEUM	8545	GIFT SHOP RETAIL	225.34
			4,432 PRAIRIE FIRE COFFEE	1427450	COFFEE	21.50
			291 SERVICE JANITORIAL SUPPLY INC	321434	SWIFER REFILLS	220.80
			417 SOS LEASING	NOV 22	CITY OF LIB AIR MUSEUM 3	169.16
			7,233 SWEET BLUE BBQ	000001	MEALS/SEA	1,363.80
			6,468 ULINE	154019408	WIRE SHELVES	411.35
			2,679 WALMART COMMUNITY BRC	00071	OFFICE SUPPLIES	22.66
			2,679 WALMART COMMUNITY BRC	00071	JANITORIAL SUPPLIES	27.44
			2,679 WALMART COMMUNITY BRC	00071	AIR MUSEUM BLDG MAINT	21.96
			2,679 WALMART COMMUNITY BRC	02114	SPECIAL EVENTS	64.73
			2,679 WALMART COMMUNITY BRC	02835	AIR MUSEUM BLDG MAINT	101.08
			2,679 WALMART COMMUNITY BRC	02835	JANITORIAL SUPPLIES	1.54
			2,679 WALMART COMMUNITY BRC	02835	OFFICE SUPPLIES	6.55
			2,679 WALMART COMMUNITY BRC	07510	SPECIAL EVENTS	15.28
			3,030 WESTLAKE HARDWARE INC	7703672	FITTINGS	71.04
			4,101 MCWOTYZ	79056	GIFT SHOP RETAIL	1,187.79
					AIR MUSEUM	
					TOTAL	4,598.12
REFUSE	510	6,525	BART BAKER SERVICES INC	132028	RIPPER II PER GAL	475.00
			95 BUMPER TO BUMPER AUTO PARTS LIBERAL	505896	OIL ABSORBENT FLOOR SWEEP	176.55
					FUND 504	
					TOTAL	4,598.12

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ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION	AMOUNT
REFUSE	510	5,961	CINTAS FIRST AID & SAFETY	5123966975	FIRST AID KIT SERVICE	56.61
		6,878	EPIC TOUCH	SANITATION DEPT/INTERNET SERVICE		162.75
		5,729	GOOGLE LLC	4565568705	GOOGLE BUSINESS APP	12.60
		5,083	KANSASLAND TIRE CO	14038	STOCK ITEMS	1,125.00
		271	KRATING TRACTOR & EQUIPMENT INC	310926	FITTINGS/HOSE	180.06
		4	KOST TRUCK SUPPLY INC	333803	BRAKE SHOE/KIT #94	553.32
		4	KOST TRUCK SUPPLY INC	333883	GASKET #94	12.36
		4	KOST TRUCK SUPPLY INC	334185	YOKE/BRAKE CHAMBER #54	74.12
		2,936	LIBERAL NEW IRON & METAL, INC	3856	3 X 2 X 1/4 ANGLE IRON	110.40
		2,936	LIBERAL NEW IRON & METAL, INC	3894	1/4 X 3/4 FLAT IRON #94	14.80
		284	M & M TIRE SERVICE	145513	TIRE SERVICE #59	51.00
		284	M & M TIRE SERVICE	145513	TIRE SERVICE #59/SHORTPAY	30.00
		284	M & M TIRE SERVICE	145819	TIRE SERVICE #94	69.00
		3,259	NAPA OF LIBERAL	647274	DRILL BIT/PLUG TAPS #94	21.50
		3,259	NAPA OF LIBERAL	647358	MARKERS/DEI CLEAN/HOWES	86.91
		456	SEWARD COUNTY LANDFILL	000380191	LANDFILL CHARGES	36.00
		456	SEWARD COUNTY LANDFILL	000380191	LANDFILL CHARGES	51,238.08
		308	SOUTHERN OFFICE SUPPLY INC	288107	COPY PAPER	963.00
		4,104	SOUTHERN PIONEER ELECTRIC CO	OCT #1 2022	ELECTRIC SERVICE	34.38
		6,652	TRUCK CENTER COMPANIES	XAL02021449:01	FILTERS/STOCK	98.60
		6,652	TRUCK CENTER COMPANIES	XAL02021473:01	FILTERS/UNIT #90	92.63
		4,342	UNIFIRST CORPORATION	1098412	SEPTEMBER UNIFORM/MAT SVC	278.88
		4,726	VERIZON WIRELESS	9916400368	CELLULAR/ARREDONDO	41.45
		4,726	VERIZON WIRELESS	9916400368	CELLULAR/CARDOZA	24.26
		7,045	WESTMAN EQUIPMENT, LLC	8168	BLADES/WELD ASSY #54	965.19
					REFUSE	
					TOTAL	56,984.45
SEWER ADMINISTRATIVE	520	7,085	AT&T	SEP-22	MONTHLY PHONE CHARGES	
		4,385	BLACK HILLS CORPORATION	OCT #1 2022	NATURAL GAS SERVICE	82.00
		6,878	EPIC TOUCH	WASTEWATER PLANT/INTERNET SERVICE		4.18
		5,729	GOOGLE LLC	4565568705	GOOGLE BUSINESS APP	163.36
		6,574	IDEXTEK TELCOM	154464	MONTHLY BILLING	63.00
		4,449	IDEXX DISTRIBUTION INC	3111551366	VESSELS 20 PK/GAMMA IRRAD	100.00
		3,259	NAPA OF LIBERAL	09/30/2022	SVC CHARGE/INV 645782	442.10
		4,432	PRAIRIE FIRE COFFEE	10/03/2022	COFFEE-SVC CHARGES	.72
		394	SCHOFNER'S WATER CONDITIONING LLC	95034	(2) 5 GALLON WATER	1.42
		291	SERVICE JANITORIAL SUPPLY INC	321327	DISPENSER/PAPER TOWELS	14.00
		427	SOS LEASING	OCT-22	COPYER RENTAL	103.80
		308	SOUTHERN OFFICE SUPPLY INC	285963	CREDIT/RETURN SALES BOOK	258.06
		308	SOUTHERN OFFICE SUPPLY INC	288107	COPY PAPER	35.70-
		308	SOUTHERN OFFICE SUPPLY INC	288108	COPY PAPER	963.00
		4,342	UNIFIRST CORPORATION	1098410	SEPTEMBER UNIFORM/MAT SVC	26.55
		4,726	VERIZON WIRELESS	9916400368	CELLULAR/ROBERTS	23.16
		4,726	VERIZON WIRELESS	9916400368	CELLULAR/ON-CALL #96	91.44
					TOTAL	24.26
					FUND 510	
					TOTAL	56,984.45

EXPENDITURE APPROVAL LISTING
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ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION	AMOUNT
SEWER ADMINISTRATIVE						
	520	4,726	VERIZON WIRELESS	9916400368	CELLULAR/RANDLES	41.45
		2,679	WALMART COMMUNITY BRC	06922	WALMART PURCHASE	93.02
		3,030	WESTLAKE HARDWARE INC	7703836	KEYS	33.48
		3,030	WESTLAKE HARDWARE INC	7704072	FITTINGS/HANGER/WALLBOARD	144.52
		4,697	WEX BANK	8479249	FUEL/UNIT #167	72.35
		4,697	WEX BANK	8479249	FUEL/UNIT #64	113.47
		4,697	WEX BANK	8479249	FUEL/UNIT #64	132.31
		4,697	WEX BANK	8479249	TAX FUEL/UNIT #167	3.42-
		4,697	WEX BANK	8479249	TAX FUEL/UNIT #64	5.37-
		4,697	WEX BANK	8479249	TAX FUEL/UNIT #64	5.82-
SEWER ADMINISTRATIVE						
					TOTAL	2,941.34
SEWER LINE CLEANING						
		423	RASH OIL COMPANY	051924	FUEL/UNIT #63	64.58
		4,104	SOUTHERN PIONEER ELECTRIC CO	OCT #1 2022	ELECTRIC SERVICE	127.97
		4,726	VERIZON WIRELESS	9916400368	CELLULAR/ON-CALL PLANT	24.26
		4,697	WEX BANK	8479249	FUEL/UNIT #30	69.55
		4,697	WEX BANK	8479249	FUEL/0003	110.00
		4,697	WEX BANK	8479249	FUEL/UNIT #63	73.47
		4,697	WEX BANK	8479249	FUEL/UNIT #63	42.69
		4,697	WEX BANK	8479249	FUEL/UNIT #63	51.78
		4,697	WEX BANK	8479249	FUEL/0012	80.63
		4,697	WEX BANK	8479249	TAX FUEL/UNIT #30	3.29-
		4,697	WEX BANK	8479249	TAX FUEL/0003	4.84-
		4,697	WEX BANK	8479249	TAX FUEL/UNIT #63	3.23-
		4,697	WEX BANK	8479249	TAX FUEL/UNIT #63	2.02-
		4,697	WEX BANK	8479249	TAX FUEL/0012	3.55-
		4,697	WEX BANK	8479249	TAX FUEL/UNIT #63	2.45-
SEWER LINE CLEANING						
					TOTAL	635.95
SEWER PLANT OPERATION						
		31	ATCO INTERNATIONAL	10602727	RELEASE II A/12	165.50
		4,385	BLACK HILLS CORPORATION	OCT #1 2022	NATURAL GAS SERVICE	106.66
		7,065	DPC ENTERPRISES, L.P.	DE28000357-22	CHLORINE 2000#	250.00
		3,891	FASTENAL COMPANY	KSLIB96715	HAMMER/GLOVES/MDG EXPN	545.28
		2,936	LIBERAL NEW IRON & METAL, INC	3805	1/2 X 2 FLAT IRON	100.20
		291	SERVICE JANITORIAL SUPPLY INC	321257	EXTENSION POLE/SQUEEGEE	147.05
		4,342	UNIFIRST CORPORATION	1098410	SEPTEMBER UNIFORM/MAT SVC	397.32
		1,666	VAN DIEST SUPPLY COMPANY	263124	ICE MELT	472.85
		3,030	WESTLAKE HARDWARE INC	7703775	CLEANING SUPPLIES	177.02
		3,030	WESTLAKE HARDWARE INC	7703831	SPRINKLERS	84.95
		4,697	WEX BANK	8479249	FUEL/UNIT #169	294.86
		4,697	WEX BANK	8479249	FUEL/UNIT #199	152.17
		4,697	WEX BANK	8479249	FUEL/UNIT #154	153.82
		4,697	WEX BANK	8479249	FUEL/GAS CAN	79.40
		4,697	WEX BANK	8479249	FUEL/0009	54.58
		4,697	WEX BANK	8479249	FUEL/UNIT #30	89.98

EXPENDITURE APPROVAL LISTING
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ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION	AMOUNT
SEWER PLANT OPERATION						
	520	4,697	WEX BANK	8479249	TAX FUEL/UNIT #189	14.33-
		4,697	WEX BANK	8479249	TAX FUEL/UNIT #189	7.20-
		4,697	WEX BANK	8479249	TAX FUEL/UNIT #154	7.87-
		4,697	WEX BANK	8479249	TAX FUEL/GAS CAN	3.76-
		4,697	WEX BANK	8479249	TAX FUEL/0009	3.05-
		4,697	WEX BANK	8479249	TAX FUEL/UNIT #30	4.26-
SEWER PLANT OPERATION						
TOTAL						3,241.17
FUND 520						
TOTAL						6,808.06
WATER UTILITY ADMIN						
	530	4,431	AT&T	AUG 2022	MONTH PHONE CHARGES AUG	
		4,385	BLACK HILLS CORPORATION	OCT #1 2022	NATURAL GAS SERVICE	103.50
		6,878	EPIC TOUCH		INTERNET SERVICE	238.19
		3,891	PASTENAL COMPANY	KSLEB96697	CINNAMON 70ZMTW	63.00
		5,729	GOOGLE LLC	4565568705	GOOGLE BUSINESS APP	95.63
		6,574	IDEATEK TELCOM	154464	MONTHLY BILLING	113.40
		282	MEAD LUMBER DO IT CENTER	8178494	BIT COBALT	50.00
		282	MEAD LUMBER DO IT CENTER	8178809	WASHER/SCR CGE NC ZP	13.43
		4,432	PAIRIE FIRE COFFEE	10/03/2022	COFFEE-SVC CHARGES	7.20
		343	RESERVE ACCOUNT	SEP-22	MONTHLY POSTAGE	4.95
		308	SOUTHERN OFFICE SUPPLY INC	288107	COPY PAPER	13.15
		4,342	UNIFIRST CORPORATION	1098409	SEPTEMBER UNIFORM/MAT SVC	963.00
		4,342	UNIFIRST CORPORATION	1098409	UNIFORM MAT/SVC	77.50
		3,030	WESTLAKE HARDWARE INC	7703692	NOZZLES/EPOXY	48.18
						37.96
WATER UTILITY						
		4,385	BLACK HILLS CORPORATION	OCT #1 2022	NATURAL GAS SERVICE	
		3,891	PASTENAL COMPANY	KSLEB96699	TAPE/GLOVES/ETRY/EYEWEAR	587.84
		5,124	GEARS PLUS	705	CAMERA WELL #61	26.05
		5,124	GEARS PLUS	706	CAMERA WELL #63	900.00
		5,124	GEARS PLUS	708	CAMERA WELL #34	900.00
		4,626	HAVOC SUPPLY	83714	PURPLE PRIMER/PVC COUPLIN	900.00
		271	KEATING TRACTOR & EQUIPMENT INC	310852	TIRE	33.90
		284	M & M TIRE SERVICE	145624	FLAT TIRE REPAIR	418.00
		284	M & M TIRE SERVICE	145733	FLAT TIRE REPAIR #30	21.00
		383	STANTON WHOLESAL ELECTRIC CO	5274352-00	CREDIT/DUPLICATE PAYMENT	21.00
		4,342	UNIFIRST CORPORATION	1098409	SEPTEMBER UNIFORM/MAT SVC	18.13-
		4,342	UNIFIRST CORPORATION	1098409	UNIFORM MAT/SVC	123.40
		342	UNITED PARCEL SERVICE	000066E179392	WATER SAMPLES	65.52
		342	UNITED PARCEL SERVICE	000066E179392	WATER SAMPLES	70.82
		342	UNITED PARCEL SERVICE	000066E179392	WATER SAMPLES	70.82
		342	UNITED PARCEL SERVICE	000066E179392	WATER-SHIPPIING CORRECTION	69.94
		4,726	VERIZON WIRELESS	9916400368	TABLET/SERVICE	12.48
		4,726	VERIZON WIRELESS	9916400368	CELLULAR/ON-CALL SUPPLY	160.04
						41.45

WATER UTILITY ADMIN
TOTAL 1,829.09

EXPENDITURE APPROVAL LISTING
AS OF 10/11/22

ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION	AMOUNT
WATER UTILITY	530	3,030	WESTLAKE HARDWARE INC	7703846	FITTINGS/STOCK	31.99
		3,030	WESTLAKE HARDWARE INC	7703857	FITTINGS/WEIL #63	15.95
WATER UTILITY						4,454.07
TOTAL						4,454.07
WATER DISTRIBUTION						
		3,812	AIRGAS MID SOUTH INC	9129591388	TTP MIG/WIRE MIG	35.72
		3,891	FASTENAL COMPANY	KSLIB96699	TAPE/GLOVES/BTNY/EYEWEAR	28.06
		3,891	FASTENAL COMPANY	KSLIB96699	TAPE/GLOVES/BTNY/EYEWEAR	1.26
		6,574	IDEATEK TELCOM	154464	MONTHLY BILLING	440.92
		78	J & R SAND COMPANY INC	27760	HOT ASPHALT MIX	3,657.50
		2,936	LIBERAL NEW IRON & METAL, INC	3884	1/2 HOT ROLL/ROLLING MACH	26.72
		284	M & M TIRE SERVICE	145741	FLAT TIRE REPAIR #77	46.00
		282	MEAD HUBBER DO IT CENTER	8229888	SPRINKLER SYSTEM	27.09
		3,221	MUNICIPAL SUPPLY INC	0848587-IN	TURBING/METER IDLER	140.00
		3,259	NAPA OF LIBERAL	647582	OIL FILTER/CLEANER #26	14.08
		3,259	NAPA OF LIBERAL	647586	OIL DRAIN PLUG #26	6.49
		3,259	NAPA OF LIBERAL	647904	TAILGATE HANDLE/SGNAL #27	37.48
		3,259	NAPA OF LIBERAL	647913	TAILGATE HANDLE #33	41.99
		881	SALINA SUPPLY COMPANY	S10025320.001	FITTINGS	1,382.80
		6,117	SCHULTE SUPPLY INC	S1190629.001	WATER METER WRENCH	169.90
		6,117	SCHULTE SUPPLY INC	S1190841.001	VALVE KEY WRENCH	133.26
		4,342	UNIFIRST CORPORATION	1098409	SEPTMEER UNIFORM/WAT SVC	477.10
		4,342	UNIFIRST CORPORATION	1098409	UNIFORM MAT/SVC	293.48
		929	USA BLUE BOOK	110513	PAINT	1,013.45
		4,726	VERIZON WIRELESS	9916400368	CELLULAR/ON-CALL DIST	24.26
		4,726	VERIZON WIRELESS	9916400368	CELLULAR/CORONA	41.45
		4,726	VERIZON WIRELESS	9916400368	DATA/WATER DEFT TABLET	40.01
		527	VERMEER GREAT PLAINS	P27574	FITTINGS/UNIT #77	669.25
		3,030	WESTLAKE HARDWARE INC	7703692	TRANSPLANTING SPADE	149.95
		3,030	WESTLAKE HARDWARE INC	7703966	SPRINKLER HEAD	7.59
		3,030	WESTLAKE HARDWARE INC	7704022	FITTINGS	16.04
WATER DISTRIBUTION						8,921.85
TOTAL						8,921.85
	601	5	ADVANCE INSURANCE COMPANY OF KANSAS	OCT-22	LIFE INSURANCE	1,512.24
		693	AFIAC INSURANCE COMPANY	OCT-22	AFIAC INSURANCE	7,138.29
		6,545	EMPPOWER RETIREMENT	20220929	PAYROLL SUMMARY	856.00
		424	KANSAS DEPARTMENT OF REVENUE	20220929	PAYROLL SUMMARY	16,888.24
		237	KANSAS PUBLIC EMPLOYEES	20220929	PAYROLL SUMMARY	25,880.60
		237	KANSAS PUBLIC EMPLOYEES	20220929	PAYROLL SUMMARY	8,049.02
		237	KANSAS PUBLIC EMPLOYEES	20220929	PAYROLL SUMMARY	28,963.61
		237	KANSAS PUBLIC EMPLOYEES	20220929	PAYROLL SUMMARY	17,510.13
		4,153	SUNFLOWER BANK	20220929	PAYROLL SUMMARY	33,012.68
		4,153	SUNFLOWER BANK	20220929	PAYROLL SUMMARY	33,012.68

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EXPENDITURE APPROVAL LISTING
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ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION	AMOUNT
	601	4,153	SUNFLOWER BANK	20220929	PAYROLL SUMMARY	31,750.52
	TOTAL					204,574.01
	FUND 601					204,574.01
	TOTAL					31.14
OTHER GOVERNMENTAL	602	281	LIBERAL OFFICE MACHINES COMPANY	97110	OFFICE SUPPLIES	31.14
	TOTAL					31.14
	FUND 602					31.14
	TOTAL					91,868.61
BUILDING INSPECTION SVC	705	*****	MISC-A/P ONE TIME VENDOR	09/29/2022	RE/FIRE/405 FAIRWAY DR	91,868.61
	TOTAL					91,868.61
MUNICIPAL COURT/DIVERSION	722	7,142	NEW CHANCE, INC.	OCT 2022	LIBERAL DRUG COURT	291.66
		882	SOUTHWEST GUIDANCE CENTER	10/01/2022	LIBERAL DRUG COURT	833.33
	TOTAL					91,868.61
	FUND 705					91,868.61
	TOTAL					1,124.99
NON DEPARTMENTAL	735	7,234	PG ELECTRIC	08/16/2022	INST 2 240 VOLT LINES-AC	2,200.00
		2,671	KUSTOM SIGNALS INC	596853	SPEED RAPTOR RADAR	4,038.10
		907	WEBER REFRIGERATION AND HEATING	484737	5 TON AC FOR AC OFFICE	5,495.00
	TOTAL					11,733.10
	FUND 735					11,733.10
	TOTAL					657,235.14

* * * E N D O F R E P O R T * * *