



City Commission Agenda
Tuesday, February 13, 2024, 5:30 PM
City Commission Chambers, 950 S. Grant Ave.

- Call to Order
 - Roll Call
 - Pledge of Allegiance
 - Invocation
1. AWARDS, PROCLAMATIONS, PRESENTATIONS:
 2. APPROVAL OF AGENDA
 3. MINUTES -
 - a. November 14, 2023 Corrected Minutes
 - b. January 23, 2024 Regular Meeting Minutes
 4. ITEMS FROM CITIZENS

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

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

 - a. Liberal CVB Advisory Board Minutes
 - b. January 2024 Code Enforcement stats
 - c. Lease #55.04 Jayhawk Southwest
 - d. Lease #107.04 Jayhawk Southwest
 - e. Lease #144.00 Seward County Activity Center
 - f. Lease #172.04 Jayhawk Southwest
 - g. Lease #184.00 Jayhawk Southwest

7. Hay-Rice & Associates, Chartered
 - a. 2022 Audit
 - b. 2023 Audit Contract
8. City Sewer Rates
 - a. Ordinance No. 4614
 - b. Resolution No. 2410
9. Parks Department Mower Purchases
10. Water Department - Purchase of Mini-Excavator
11. Garage Doors
12. 2024 Crack Seal
13. Ordinance No. 4613 Establishing a RHID (Ortuno Addition)
 - a. Public Hearing
 - b. Ordinance No. 4613
14. Resolution 2409 - Abatement of 211 Coolidge
15. Special Use for 2124 Nevada Home Occupation
16. Land Sale Deed of Release
17. Mid-America Air Museum Advisory Board
18. City Manager Contract Addendum
19. CITY STAFF
20. CITY MANAGER REPORT
21. ITEMS FROM COMMISSIONERS
22. VOUCHERS
 - a. 02/13/24 VOUCHERS
 - ADJOURNMENT



**CITY OF LIBERAL
CITY COMMISSION MEETING
February 13, 2024
AGENDA ITEM # 3.a.**

To: Mayor Jose Lara
Vice Mayor Jeff Parsons
Commissioner Ron Warren
Commissioner Janeth Vazquez
Commissioner Matt Landry

Date: February 13, 2024

From: Karen LaFreniere, Grants Director

RE: November 14, 2023 Corrected Minutes

Attached are the Corrected Minutes from November 14, 2023.

Recommendation:

Staff requests approval of the November 14, 2023, Corrected Minutes.

THE REGULAR MEETING OF THE LIBERAL CITY COMMISSION
November 14, 2023

The regular meeting of the Liberal City Commission was held at 5:30 p.m. at the City Commission Chambers located at 950 S. Grant Ave., on Tuesday November 14, 2023.

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

City Staff Present: City Manager Rusty Varnado, Assistant City Manager Brad Beer, Assistant City Manager Chris Ford, Finance Director Scarlett Diseker, Deputy City Clerk Karen LaFreniere, and Airport Manager Brian Fornwalt.

Mayor Lara called the meeting to order. Deputy City Clerk LaFreniere read the roll call and declared a quorum present. The Pledge of Allegiance was recited and Pastor Brad Bennett of First United Methodist Church gave the invocation.

1. AWARDS, PROCLAMATIONS, PRESENTATIONS. *No items*
2. APPROVAL OF AGENDA
Commissioner Linenbroker moved to approve the Agenda as printed, with Commissioner Warren seconding the motion. Motion carried 5-0.
3. MINUTES:
 - a. October 11, 2023 Regular Meeting Minutes
Commissioner Warren moved to approve the October 11, 2023 Regular Meeting Minutes as printed, with Commissioner Linenbroker seconding the motion. Motion carried 5-0.
 - b. October 12, 2023 Work Session
Commissioner Warren moved to approve the October 12, 2023 Work Session Minutes printed, with Commissioner Vazquez seconding the motion. Motion carried 5-0.
 - c. October 24, 2023 Regular Meeting Minutes
Commissioner Warren moved to approve the October 24, 2023 Regular Meeting Minutes as printed, with Commissioner Linenbroker seconding the motion. Motion carried 5-0.
4. Items from Citizens.

Mayor Lara read the rules of the Commission and requested members of the audience approach the podium to address the Commission. *No Items from Citizens.*

5. Items from Groups.

Mayor Lara read the rules of the Commission and requested members of the audience approach the podium to address the Commission. *No 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. P/Z Meeting Minutes September 14, 2023
- b. Lease #47.02 Underground Systems Construction
- c. Lease #191.01 Plunkett's Pest Control

Commissioner Vazquez moved to approve the Consent Agenda as printed, with Commissioner Linenbroker seconding the motion. Motion carried 5-0.

7. Airport Fire Truck.

Airport Manager Brian Fornwalt requested purchase of tires for the airport fire truck. The truck is a 2009 fire truck that was purchased with FAA funding. There are 2 bids, one from M&M Tire and one from Best One Tire; he recommended purchasing from Best One Tire not to exceed \$17,000.

Commissioner Linenbroker moved to approve the purchase of 4 Michelin tires from Best One Tire not to exceed \$17,000 to come out of Airport Equipment Repair and to be reimbursed through Airport ARPA, with Vice-Mayor Parsons seconding the motion. Motion carried 5-0.

8. Columbarium.

Assistant City Manager Beer stated that the Cemetery has needed this item for many years. He is requesting to purchase two 40 Niche Columbariums. Currently they are burying cremated remains in a 5' X 12' section of ground. This will allow them to save on land usage at the cemetery. There is one quote from Jones Monument in the amount of \$21,721.00 and staff will do the concrete work in house and purchase the benches.

City Manager Varnado asked about how much time this will buy us before opening up new sections. Assistant City Manager Beer stated that it will buy about 2 years. A lot of the cemetery lots have already been purchased. It will be a major project when they open up a new section. Commissioner Warren asked about having footers in the new section. Assistant City Manager Beer said that they will design it with the footer and it will save staff time.

Commissioner Warren moved to approve the purchase of two Niche Columbariums from Jones Monument for \$21,721 and concrete and benches in an amount not to exceed \$30,000 coming from the Community Development portion of the 1-cent sales tax, with Vice-Mayor Parsons seconding the motion. Motion carried 5-0.

9. CITY STAFF.

Police Chief Pinkston and Captain Jeff Wade presented the new police uniforms. Chief Pinkston stated that the officers like the image that is projected by the uniforms; they feel more professional. He requested the purchase of uniforms in May and there were some supply chain issues but they were able to roll out the uniforms this week. He stated there are three pillars for the police department to be a success, the police officers, the community that they serve and the elected positions and City staff. If any one of the pillars fail, then the police department fails.

Chief Pinkston thanked the Commission, staff and the community for the support. City Manager Varnado also pointed out the new badges.

Assistant City Manager Beer said that the Parks department is working on Christmas decorations and will be decorating the fountain this week; the concrete crew is working on Washington and 8th & Nebraska, and when that is done they will be going back to the bulb outs downtown; and, the Water department is continuing water meter replacements.

Assistant City Manager Ford let the Commission know that the U.S. Citizen and Immigration Services were here today and they are planning on having appointments and interviews tomorrow and Thursday.

10. CITY MANAGER'S REPORT

City Manager Varnado reminded the Commission of the Town Hall Meeting tomorrow at 6:30 p.m. in the commission chambers. He also stated that the next meeting will need a quorum so they can approve a plat that has already been approved by Planning & Zoning. He also stated that it is time to look at sewer rates. They will have to decide whether to charge a flat rate. This meeting was the cut off for any large purchases; staff had 10 ½ months to make large purchases this year. City Manager Varnado and Assistant City Manager Beer met with the Baseball Association and they came to an agreement on fees and it was well received on both ends. The Liberal Baseball Association will charge the same per kid as the rec center. Commissioner Vazquez stated that she will not be available for the meeting on November 28.

11. ITEMS FROM COMMISSIONERS

Commissioner Linenbroker congratulated Mayor Lara and Commissioner Warren on their reelection.

Vice-Mayor Parsons thanked staff and thanked everyone for coming out to vote and selecting the new Commission for the next couple of years.

Commissioner Warren thanked the public for their support and thanked the Staff and the Commission for what they have accomplished in the past two years. The election indicates that the public is happy with what has been done. Things are going in a good direction.

Commissioner Vazquez thanked everyone who comes to the meetings and the staff for all they do. She congratulated Mayor Lara and Commissioner Warren on their reelection and thanked Commissioner Linenbroker for his service the past few years. She also thanked staff for putting up Christmas decorations; she is excited about that and the pole wraps that the Chamber is doing. Also, the Town Hall is very important, please attend so they can get community engagement from the Town Hall meeting.

Mayor Lara thanked the staff and the community for reelecting him and Commissioner Warren; he will congratulate Matt Landry at a later meeting. He thanked Commissioner Linenbroker for his service on the Commission. Mayor Lara stated that the staff is the star in all of this and the Commission could not do what they do without the work that gets done. Thank you for making it happen. Come to the Town Hall meeting tomorrow. Also, there is a KDOT meeting tonight

about the 6-points location. It is important to let the state know. They have two options to choose from.

12. VOUCHERS

Approve Vouchers in the amount of \$1,205,620.60 dated November 14, 2023.

Commissioner Warren moved to approve the November 14, 2023 vouchers in the amount of \$1,205,620.60, with Commissioner Vazquez seconding the motion. The motion carried 5-0.

The meeting was adjourned by Mayor Lara.

Jose Lara, Mayor

ATTEST:

Karen LaFreniere, Deputy City Clerk



**CITY OF LIBERAL
CITY COMMISSION MEETING
February 13, 2024
AGENDA ITEM # 3.b.**

To: Mayor Jose Lara
Vice Mayor Jeff Parsons
Commissioner Ron Warren
Commissioner Janeth Vazquez
Commissioner Matt Landry

Date: February 13, 2024

From: Alicia Hidalgo, City Clerk

RE: January 23, 2024 Regular Meeting Minutes

Attached are the minutes from the January 23, 2024, Regular Meeting.

Recommendation:

Staff requests approval of the January 23, 2024, Regular Meeting Minutes.

THE REGULAR MEETING OF THE LIBERAL CITY COMMISSION
January 23, 2024

The regular meeting of the Liberal City Commission was held at 5:30 p.m. at City Commission Chambers located at 950 S. Grant Ave., on Tuesday, January 23, 2024.

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

City Staff Present: City Manager Rusty Varnado, Assistant City Manager Brad Beer, Assistant City Manager Chris Ford, City Clerk Alicia Hidalgo, Building Director Keith Bridenstine, Airport Manager Brian Fornwalt, and City Attorney Lynn Koehn.

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

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

2. APPROVAL OF AGENDA.

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

3. MINUTES: - January 9, 2024, Regular Meeting Minutes.

Commissioner Vazquez moved to approve the January 9, 2024, regular meeting minutes, with Commissioner Landry seconding the motion. The motion carried unanimously.

4. Items from Citizens.

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

5. Items from Groups. *No items were presented.*

6. CONSENT AGENDA

a. Lease #50.02 4C Aviation, LLC

b. Lease #53.00 LAG Rentals, LLC

c. Liberal Housing Authority Minutes – May, June, July, August, September, October, and November 2023.

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

7. Wastewater Rate Discussion.

- City Manager Varnado stated he wants to start with the positive news and then discussed the wastewater rates. He explained if a person established service today, the person will pay the City average for sewer until the evaluation period which is December, January, and February. It often creates a hardship for people as the City average is about \$45. Also, if you move, you don't carry the current rate; you start over with the average rate. Staff wants to change that to if you establish service, you pay the city minimum of about \$19 until the evaluation period. Staff also wants to make the sewer rate portable so if you move, you keep the same rate until the next sewer evaluation period. That is the positive.

- He explained why Staff took out the \$300,000 transfer option from water which increased the numbers presented a few weeks ago.
- Option 1 is a \$15.75 wastewater fee, no transfer from the water fund, and a 3% annual increase. Option 2 is no wastewater fee, no transfer from the water fund, and 25% rate increase to rates for the next two years and then back to 3% a year thereafter. He gave an example of if the sewer bill is \$25 a month, 25% is about \$6 for a total of \$31. While the 25% sounds scary, it is a rather minimal impact cost. There are Housing programs that can help those who qualify to get the additional \$6 paid for if requirements are met.
- Staff also recommends transitioning new customers from the city average to the city minimum until they complete an evaluation period, as well as adding rate portability to the individual customer.
- Additional discussion was held.
- City Attorney Koehn stated there are two issues: 1. What we are going to do with the rates? 2. If you are all in agreement to adjust the fee to be the minimum if somebody's new moving in and have those months to establish as well as a carryover or affordability rate.

Commission consensus is for Option 2 and having a carryover and the City minimum.

8. Ordinance No. 4611 – Repealing Article XXVIII of the City Zoning Ordinance.

Mayor Lara requested Commission consideration of Ordinance No. 4611, entitled "AN ORDINANCE AMENDING THE ZONING ORDINANCES OF THE CITY OF LIBERAL, KANSAS THEREBY REPEALING ALL OF ARTICLE XXVIII PERTAINING TO THE KANSAS AVENUE OVERLAY DISTRICT."

- Building Director Keith Bridenstine stated this Ordinance repeals the entire section of Article XXVIII concerning the Kansas Avenue Overlay District. It went before the Planning & Zoning Board and they voted unanimously to forward this to the City Commission. The section only affects buildings along Kansas Ave from Pancake to 6th. Repealing this article of zoning will only remove the special rules requiring a building owner to get permission to change the exterior aspect of their building.

- Additional discussion was held.

Mayor Lara moved to adopt Ordinance No. 4611, with Commissioner Vazquez seconding the motion. The motion carried unanimously.

9. Ordinance No. 4612 – Amending Portions of Ch 12, Article 2 Pertaining to Cemetery Rules.

Mayor Lara requested Commission consideration of Ordinance No. 4612, entitled "AN ORDINANCE AMENDING PORTIONS OF CHAPTER 12, ARTICLE 2, TO THE LIBERAL CITY CODE PERTAINING TO CEMETERY RULES IN THE CITY OF LIBERAL, KANSAS."

- Assistant City Manager Beer reviewed the three amendments to the Cemetery Rules in the Code Book.
- Commissioner Warren moved to adopt Ordinance No. 4612, with Commissioner Landry seconding the motion. The motion carried unanimously.*

10. Airport Terminal.

- Airport Manager Brian Fornwalt noted the airport is moving on to the next project which is a new airport terminal, parking lot, and apron expansion. The attached agreement is to do a Documented Categorical Exclusion, Archaeological survey, and Lead and Asbestos Survey that is required by the FAA for projects. The amount for the CATEx study is \$59,150. This is reimbursable to the FAA when we get the grant at the 90/10 rate.

- The timeframe was discussed.

Vice Mayor Parsons moved to accept the agreement with Lochner, to allow the Mayor or the City Manager to sign the paperwork that is included with this project in an amount not to exceed \$60,000, with Commissioner Vazquez seconding the motion. The motion carried unanimously.

11. CITY STAFF.

- Assistant City Manager Beer stated the big water project is coming up. With all the recent freezes and thaws, we've had some problems. On Carlton, from 11th Street to Westhaven, Staff would like to replace the water main in the alley. There have been nine breaks there. It will be done in-house to save significant funds, and the estimate is around \$21,000 to replace the service to those two blocks. On Jordan Street from 2nd to 6th, the line is only 8-10 inches underneath the asphalt and it's been freezing up. Staff has had to supply residents in the area with bottled water until we could get their lines thawed out. Staff would like to replace that too. Staff got a quote from Pete to show the comparison and that the project would cost roughly \$541,000. Staff can do it in-house including labor for about \$125,000. We recently hired one of the guys who used to work for King Enterprises which will be a big benefit to the City. We have the funds and Staff would like the Commission's blessing to move forward with the two projects.
- The size of the mains and cost savings of about 3 mills were discussed.

12. CITY MANAGER'S REPORT

- City Manager Varnado thanked Lanning Brother's BBQ for doing an Employee Appreciation; it's not free but is discounted. It's a nice thing for them to do that for City Employees. A committee of seven employees has been created to update the employee handbook/policy manual. It will be user-friendly. Staff will update the Financial Procurement Policy. We had the first employee town hall meeting yesterday and had about 75 people attended the first session. There are two more sessions on Wednesday. It's briefing employees on what's going on in the City. We showed them the healthcare plan that he proposed to the Commission last year to get their feedback on it so in July when it's time to do our renewal, we'll have good data for you. That was one of the things the Commission wanted last year – more than three or four employees' opinions so they will all get an opportunity to weigh in on the health plan. We also talked about the Comp Plan, projects, and things moving forward. It was very well received by the employees. It was a great idea by Keeley and Angelica. He along with the Mayor, Vice Mayor, and Keeley served pancakes in Topeka. They also had a legislative dinner with seven State Reps and that went very well. The feedback from the Committee Reports is they are very much in favor of helping us with the 54 Expansion, moving it up the priority list, and making sure KDOT Secretary Reed understands the importance and the collaboration and overall impact of getting the expansion done this decade. On February 5, we have 30 employees starting Supervisory Leadership Training (SLT). KU has three levels of training: SLT, ELA (Emerging Leaders), and Certified Public Manager program which we sent four people to last year. SLT is designed for frontline and potential frontline leaders to learn supervisory skills. It's one day a month for three months. The total going is 60, and we have 30, the County has 25, and the College has 5. It's a good mixture of City, County, and SCCC people in the classes. He thinks it's the first time we've provided professionalized training for our frontline supervisors. It's always just the next man up so this is the first step. Tomorrow is Local Government Day in Topeka. Southwest Kansas Chamber Night Out is February 5, and March 6 is Transportation Day. A lot is happening in Topeka. He is hesitant to mention it, but it irritates him so he'll mention it. There was a social media post that implied impropriety by Staff and the Commissioners. It is categorically false. We have never, to our knowledge, done a bid process and then set it aside so that a Commissioner, a Commissioner's friend, or Staff member's friend could rebid the project at a lower price. That is unethical, it's unprofessional, and is probably illegal and not a good practice. To anyone who read that nonsense, he can assure you that in the very least the last two years, that has never happened. He is very proud of our ethical track record so it's really irritating to have those allegations thrown out completely baseless. No example could be given. As we saw with the pink building, people will believe a bad story much faster than a good one. He stands by Staff and the Commission for ethics and doing things the right way.

13. ITEMS FROM COMMISSIONERS

Commissioner Warren stated he hoped everyone made it through the cold. He hopes we don't see any more of that this year. That kind of global warming is too much for him. It's only been the last two years that it's been that cold; he doesn't remember deep freezes like that before. It caused some problems with the water lines. He thanked those who had to deal with that and for taking care of the people with water.

Commissioner Vazquez stated it's supposed to get icy tomorrow so be careful. She thanked all Staff for all of their hard work. She gave a big shout-out to the International Pancake Day Board. Pancake Day is coming up and she knows they work hard all year long to host the celebration. On another note, they are working on an educational campaign with a variety of different organizations – Liberal Police Department, Southwest Medical Center, Seward County Sheriff's Office, and the Seward County Attorney's Office. They are seeing an increase in tainted drugs, in particular fentanyl, and they are starting to see more overdoses. They are trying to educate the community and do some preventative work and educate the parents and children. She spoke to a physician and the fentanyl is more among the older population – 18 and older. The physicians are saying with the middle school and high school kids, they are starting to see more complications and they're coming in sick with a lot of it is from marijuana usage. We really just have a crisis of drugs in our community. We want to do everything we can to keep our community safe so that is why they are working on an educational campaign. You'll hear more about it as it comes along.

Commissioner Landry thanked the Staff for the big freeze that we had over the last week. That was substantially, brutally cold; walking outside was terrible. He had to cover his outside faucets on Saturday morning because he forgot to do it. He was sitting outside and it felt like somebody was hitting him in the face with a glass it hurt so bad. Tomorrow, and tonight, there will be a lot of fog and icy road conditions people really need to be careful. He drove in it this morning, and it was pretty scary driving in it. Thank you to everybody who's out there – our Public Works and law enforcement out there in the middle of this mess over the next couple of days. He appreciates it. Thank you.

Vice Mayor Parsons thanked Staff. He knows the last few weeks have been pretty brutal. He was at Westlake this morning and a City Employee came in with two broken shovels. The ground was so hard the spade end of the shovel actually broke and they were taking that back. It's been bad and hard on them so he wanted to say thank you for what they do. The trip to Topeka, as Rusty said, was great. He thinks it went well, and we're beginning to make a favorable impression on those in Topeka. Thanks to those that went along. He joked that he took two floors of invitations out after everyone abandoned him.

Mayor Lara thanked all the Staff. Over the freeze, his house was one of those affected by the main breaks and they get quite a few in the area. Anytime they had a main break in the area, it's usually fixed between four to six hours and sometimes even sooner. That is a testament to how hard they are working. They are working in that weather that they'd rather spend less than five minutes in, they're working trying to get that done. Thank you to the Street Department, Water Department, and everyone who is out there trying to get this done for us and constantly taking care of all the citizens. He attended the Planning and Zoning Board meeting and he is also very encouraged by them wanting to further discuss the ordinances, signage billboards, just everything that the City's working on and trying to make a lot of that process more user-friendly. He is encouraged to finally see that. With Topeka, it may take a few years to see the final fruits, but just being there those legislators said their number one thing was these lunches, dinners, and meetings are important because if you ever need to call asking for something, they are just that much more likely to actually hear you out if you have a personal touch. They sat down and just discussed stories between our family, what we want for our community, and so they will have that personal touch when you reach out to them saying "Hey Liberal needs something, Southwest Kansas needs something, Western Kansas needs something." Not all of them were from this area so you continue to build allies to try and get a bigger coalition for projects like Highway 54 and eventually water and everything we are going to need out here. It's important to be up there. We are already seeing a few fruits of that from the committee

hearings so he is excited to continue that process. The Commission is also having a Special Meeting, a commission retreat, on February 1, 2024, at 3:00 p.m. in Commission Chambers.

- City Manager Varnado stated he, Jose, and Jeff have seen the numbers already, the City was approached by a solar company that would like to do a really large solar project with the City. It needs to be a work session as opposed to an agenda item discussion. If you can give him some availability before the next commission meeting. It's complex with a cost of \$3.7 million. He believes the payoff is greater than what they will show you the numbers. We do need a work session to hammer that out like they did for the Water Project. Please let him know of any dates that will not work. He is looking at the first week of February.

16. VOUCHERS:

\$1,325,251.12, dated January 23, 2024.

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

The meeting was adjourned by Mayor Lara.

Jose Lara, Mayor

ATTEST:

Alicia Hidalgo, CMC, City Clerk



**CITY OF LIBERAL
CITY COMMISSION MEETING
February 13, 2024
AGENDA ITEM # 6.a.**

To: Mayor Jose Lara
Vice Mayor Jeff Parsons
Commissioner Ron Warren
Commissioner Janeth Vazquez
Commissioner Matt Landry

Date: February 13, 2024

From:

RE: Liberal CVB Advisory Board Minutes

Recommendation:

LIBERAL CONVENTION AND TOURISM BOARD

January 25, 2024

Tourist Information Center

	Service On Board	Meetings Attended	Term	Attendance Today
Jay Bhakta Chair	08/2008/2026	1	5	Present
Chuck Lamberson	07/2009/2027	1	4	Present
Rosa Castenada	10/2015/2024	1	2	Present
Diana Esparza-Villarreal	10/2022/2024	0	1	Absent
Devon Ponder	10/2022/2026	0	1	Absent
Sally Fuller, Director				Present

Meeting was called to order at 1:37 p.m. by Chair Jay Bhakta.

Mintues, financials, etc. were given to those present.

Director's Report (Attached)

Chuck Lamberson made a motion to fund the Liberal Amateur Wrestling Club grant at the requested \$3000. Rosa Casetenada seconded the motion. Diana Esparza-Villarreal and Devon Ponder voted yes via email as they were absent from the meeting. Motion carried.

Fuller informed the group of a burst pipe and sewer drainage issues at Coronado Museum forcing it to be closed for a time. Dorothy's House and the Land of Oz remains open.

Meeting adjourned at 2:30 p.m.

The next scheduled meeting will be Thursday, February 15, at 1:30 p.m. at the Tourist Information Center.

Agenda
Liberal Convention and Visitors Bureau Advisory Board
Thursday, January 25, 2024
1:30 p.m. Tourist Information Center

1. Call to Order
2. Approval of Minutes from November 16, 2023 meeting.
3. Financials
4. Director's Report
5. New Business
 - a. Wrestling Tournament Grant Request
 - b. Conflict with March meeting date
6. Old Business
 - a. One Lodging
 - b. One Restaurant Representative.
7. Next meeting scheduled for February 15, 2024 at the Tourist Information Center.
8. Adjourn



**CITY OF LIBERAL
CITY COMMISSION MEETING
February 13, 2024
AGENDA ITEM # 6.b.**

To: Mayor Jose Lara
Vice Mayor Jeff Parsons
Commissioner Ron Warren
Commissioner Janeth Vazquez
Commissioner Matt Landry

Date: February 13, 2024

From: Keith Bridenstine, Building Services Director

RE: January 2024 Code Enforcement stats

Code enforcement stats from January 2024. Noting that all three of the code enforcement officers studied and attempted a certification test.

Recommendation:

January 2024 C.E. stats								
Case Type	Case Number Count	Site Address	Case Description Count	Date Submitted	Case Assignee	Case Type Count	Case Description Count	Case Number Count

There was an error rendering the chart image. Please contact your administrator.

SUB-STANDARD STRUCTURE	1		1			1	1	1
ENVIRONMENTAL	1		1			1	1	1
VEHICLE	2		2			2	2	2
ENVIRONMENTAL	4		4			4	4	4
Report Totals	8		8			8	8	8



**CITY OF LIBERAL
CITY COMMISSION MEETING
February 13, 2024
AGENDA ITEM # 6.c.**

To: Mayor Jose Lara
Vice Mayor Jeff Parsons
Commissioner Ron Warren
Commissioner Janeth Vazquez
Commissioner Matt Landry

Date: February 13, 2024

From: Judy Hernandez, Accountant I

RE: Lease #55.04 Jayhawk Southwest

Recommendation:

Staff requests Commission consideration to approve the attached Lease Agreement #55.04 with Jayhawk Southwest.

AIRPORT LEASE

THIS AGREEMENT, entered into **1st day of January, 2024**, by and between the City of Liberal ("Lessor") and **Jayhawk Southwest, Attn: Bill Hill, 510 Lilac Dr., Liberal, KS. 67901 Phone: (620) 629-7505** ("Lessee").

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

**All of Lot 13, Block 25
155' x 90' = 13,950 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 **January 1, 2024**. 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 **\$916.52 per year in advance**. Rental payments are due on the tenth day of each month, and will be considered late after the eleventh day of each month, incurring a late charge beginning on the eleventh day of each month amounting to 10% of the monthly rent.

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

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

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

b. Rules and regulations of the Federal Aviation Administration;

Lessee Initials 

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

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

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

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

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

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

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

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

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

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

Lessee Initials 

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

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

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

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

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

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

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

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

Lessee Initials 

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

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

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

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

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

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

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

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

Lessee Initials

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

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

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

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

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

Lessee Initials 

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

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

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

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

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

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

Lessee Initials

KH

CITY OF LIBERAL

ATTEST: _____
City Clerk

By _____
Mayor

LESSEE

By _____

(Typed/Printed Name of Lessee)

Lessee Initials HK



**CITY OF LIBERAL
CITY COMMISSION MEETING
February 13, 2024
AGENDA ITEM # 6.d.**

To: Mayor Jose Lara
Vice Mayor Jeff Parsons
Commissioner Ron Warren
Commissioner Janeth Vazquez
Commissioner Matt Landry

Date: February 13, 2024

From: Judy Hernandez, Accountant I

RE: Lease #107.04 Jayhawk Southwest

Recommendation:

Staff requests Commission consideration to approve the attached Lease Agreement #107.04 with Jayhawk Southwest.

AIRPORT LEASE

THIS AGREEMENT, entered into **1st day of January, 2024**, by and between the City of Liberal ("Lessor") and **Jayhawk Southwest, Attn: Bill Hill, 510 Lilac Dr., Liberal, KS 67901** **Phone: (620) 629-7505** ("Lessee").

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

All of Lot 12, Block 25
200' x 155' = 31,000 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 **January 1, 2024**. 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 **\$2,036.70 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.

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

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

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

b. Rules and regulations of the Federal Aviation Administration;

Lessee Initials



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

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

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

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

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

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

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

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

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

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

Lessee Initials _____

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

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

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

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

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

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

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

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

Lessee Initials _____

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

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

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

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

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

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

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

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

Lessee Initials _____

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

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

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

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

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

Lessee Initials _____

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

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

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

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

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

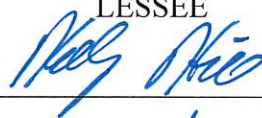
IN WITNESS WHEREOF, the parties hereof have executed this Airport Lease the day and year first above written.

Lessee Initials _____

CITY OF LIBERAL

ATTEST: _____
City Clerk

By _____
Mayor

LESSEE
By 

(Typed/Printed Name of Lessee)

Lessee Initials _____



**CITY OF LIBERAL
CITY COMMISSION MEETING
February 13, 2024
AGENDA ITEM # 6.e.**

To: Mayor Jose Lara
Vice Mayor Jeff Parsons
Commissioner Ron Warren
Commissioner Janeth Vazquez
Commissioner Matt Landry

Date: February 13, 2024

From: Judy Hernandez, Accountant I

RE: Lease #144.00 Seward County Activity Center

Recommendation:

Staff requests Commission consideration to approve the attached Lease Agreement #144.00 with Seward County Activity Center.

AIRPORT LEASE

THIS AGREEMENT, entered into this **1st day of January, 2024**, by and between the City of Liberal ("Lessor") and **Seward County Activity Center, 515 North Washington, Liberal, KS 67901, Phone Number: (620) 624-3743** ("Lessee").

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

All of Block 16, Airport Industrial Park Addition to the City of Liberal, Kansas, except that part deeded to Seward County, Kansas, as follows:

Beginning at a point which is 2,855.2 feet N of and 1,875.6 feet W of the SE corner of said Section 31, and assuming the E line of said Section to bear N 0 degrees 07'29"W; thence N 0 degrees 00' E a distance of 440 feet; thence N 90 degrees 00' E a distance of 467.85 feet; thence SW along a curve to the right which has a radius of 570.0 feet, an arc distance of 206.47 feet; thence S 30 degrees 00' W a distance of 84.97 feet; thence SW along a curve to the left which has a radius of 630.0 feet, an arc distance of 186.64 feet; thence N 90 degrees 00' W a distance of 288.21 feet to the point of beginning. The above tract contains 4.75 acres, more or less or 206,910 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 **January 1, 2024**. 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 **\$3,020.89 per year** for the initial term of this lease within thirty days of execution. In the event this lease is extended as a month to month lease as provided for in paragraph 2, Lessee agrees to pay \$251.74 per month on or before the 10th day of the month. Payments made after the eleventh day of each month shall incur a late charge beginning on the eleventh day of each month amount in to 10% of the monthly rent.

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

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

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

b. Rules and regulations of the Federal Aviation Administration;

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

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

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

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

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

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

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

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

k. Lessee agrees to abide by all laws, rules, and regulations affecting the leased premises or Lessee's use of the leased premises, and in particular will not jeopardize any reasonable

Lessee Initials: SC

function of the Liberal Mid-America Regional Airport or its ability to receive federal funding;

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

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

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

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

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

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

q. Lessee shall comply with all federal, state, and local regulations upon the installation

Lessee Initials: SC

of above ground or below ground storage tanks, and shall obtain the prior written consent of the Lessor before any such installation.

r. In the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Non-Discrimination Federally Assisted Programs of the Department of Transportation and as said regulations may be amended.

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

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

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

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

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

8. **Taxes.** Lessee shall pay all annual taxes and assessments levied against any buildings, fixtures, attached improvements, or real estate on the leased premises, and in addition thereto

Lessee Initials: SC

Lessee shall pay all taxes and special assessments assessed against the personal property or real property located on the leased premises. Lessee's tax payment shall be due at the time it would be due if Lessee were the owner of the leased premises.

9. Inspection. Lessor and its agent shall have free access to the leased premises during all reasonable hours for the purpose of examining the same and to ascertain if they are in good repair, and to make reasonable repairs which the Lessor may require or desire to make.

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

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

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

13. Assignment and Sublease. Lessee may not assign or sublease all or any part of the

Lessee Initials: SC

premises, and any attempt to do so is void, unless expressly approved in writing by Lessor.

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

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

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

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

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

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

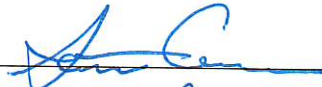
Lessee Initials: SC

CITY OF LIBERAL

By _____
Mayor

ATTEST: _____
City Clerk

LESSEE

By 
SCOTT CARR
(Typed/Printed Name of Lessee)

Lessee Initials: SC



**CITY OF LIBERAL
CITY COMMISSION MEETING
February 13, 2024
AGENDA ITEM # 6.f.**

To: Mayor Jose Lara
Vice Mayor Jeff Parsons
Commissioner Ron Warren
Commissioner Janeth Vazquez
Commissioner Matt Landry

Date: February 13, 2024

From: Judy Hernandez, Accountant I

RE: Lease #172.04 Jayhawk Southwest

Recommendation:

Staff requests Commission consideration to approve the attached Lease Agreement #172.04 with Jayhawk Southwest.

AIRPORT LEASE

THIS AGREEMENT, entered into **1st day of January, 2024**, by and between the City of Liberal ("Lessor") and **Jayhawk Southwest, Attn: Bill Hill, 510 Lilac Dr., Liberal, KS. 67901**
Phone Number: (620) 629-7505 ("Lessee").

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

Lot 11, Block 25 = 55' x 190' (10,450 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 **January 1, 2024**. 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 **\$610.28 per year in advance**. Rental payments are due on the tenth day of each month, and will be considered late after the eleventh day of each month, incurring a late charge beginning on the eleventh day of each month amounting to 10% of the monthly rent.

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

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

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

b. Rules and regulations of the Federal Aviation Administration;

Lessee Initials



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

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

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

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

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

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

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

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

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

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

Lessee Initials _____

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

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

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

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

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

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

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

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

Lessee Initials _____

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

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

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

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

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

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

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

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

Lessee Initials _____

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

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

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

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

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

Lessee Initials _____

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

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

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

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

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

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

Lessee Initials _____

CITY OF LIBERAL

ATTEST: _____
City Clerk

By _____
Mayor

LESSEE

By *Meg Rio*
Kelly Hill
(Typed/Printed Name of Lessee)

Lessee Initials _____



**CITY OF LIBERAL
CITY COMMISSION MEETING
February 13, 2024
AGENDA ITEM # 6.g.**

To: Mayor Jose Lara
Vice Mayor Jeff Parsons
Commissioner Ron Warren
Commissioner Janeth Vazquez
Commissioner Matt Landry

Date: February 13, 2024

From: Judy Hernandez, Accountant I

RE: Lease #184.00 Jayhawk Southwest

Recommendation:

Staff requests Commission consideration to approve the attached Lease Agreement #184.00 with Jayhawk Southwest.

AIRPORT LEASE

THIS AGREEMENT, entered into **1st day of January, 2024**, by and between the City of Liberal ("Lessor") and **Jayhawk Southwest, Attn: Bill Hill, 510 Lilac Dr., Liberal, KS. 67901** **Phone Number: (620) 629-7505** ("Lessee").

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

Lot 10, Block 25 = 55' x 190' (10,450 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 **January 1, 2024**. 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 **\$610.28 per year in advance**. Rental payments are due on the tenth day of each month, and will be considered late after the eleventh day of each month, incurring a late charge beginning on the eleventh day of each month amounting to 10% of the monthly rent.

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

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

- a. The terms and conditions under which Lessor holds possession of the airport and airport properties and the terms and conditions contained in the Quitclaim Deed by which the Lessor acquired title to the airport;
- b. Rules and regulations of the Federal Aviation Administration;

Lessee Initials

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

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

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

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

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

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

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

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

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

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

Lessee Initials _____

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

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

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

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

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

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

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

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

Lessee Initials _____

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

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

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

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

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

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

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

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

Lessee Initials _____

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

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

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

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

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

Lessee Initials _____

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

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

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

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

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

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

Lessee Initials _____

CITY OF LIBERAL

ATTEST: _____
City Clerk

By _____
Mayor

LESSEE

By *Kelly Hill*
Kelly Hill
(Typed/Printed Name of Lessee)

Lessee Initials _____



**CITY OF LIBERAL
CITY COMMISSION MEETING
February 13, 2024
AGENDA ITEM # 7.**

To: Mayor Jose Lara
Vice Mayor Jeff Parsons
Commissioner Ron Warren
Commissioner Janeth Vazquez
Commissioner Matt Landry

Date: February 13, 2024

From: Scarlett Diseker, Finance Director

RE: Hay-Rice & Associates, Chartered
a. 2022 Audit
b. 2023 Audit Contract

Dustin Ormiston from Hay-Rice & Associates will present an overview of the 2022 City of Liberal Audit accompanied by a proposal for the 2023 Audit. The 2023 Audit will waive GAAP in favor of KMAAG, as approved by the City Commission on January 9, 2024 via Resolution 2408.

Recommendation:

Staff requests City Commission consideration to approve the 2023 Audit Contract as presented by Hay-Rice & Associates.

CITY OF LIBERAL, KANSAS
Liberal, Kansas

AUDIT REPORT
For the year ended December 31, 2022

CITY OF LIBERAL, KANSAS
FINANCIAL STATEMENTS
For the year ended December 31, 2022

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CITY OF LIBERAL, KANSAS

FINANCIAL SECTION

INDEPENDENT AUDITOR'S REPORT

To the City Commission
City of Liberal, Kansas

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Liberal, Kansas, as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents. We did not audit the financial statements of the Housing Authority of the City of Liberal (a discretely presented component unit), which represents 48 percent and 51 percent, respectively, of the assets and revenues of the component unit columns. Those financial statements were audited by other auditors whose report thereon has been furnished to us, and our opinion, insofar as it relates to the amounts included for the Housing Authority of the City of Liberal (a discretely presented component unit), is based on the report of the other auditors.

In our opinion, based on our audit and the report of the other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Liberal, Kansas, as of December 31, 2022, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the *Kansas Municipal Audit and Accounting Guide*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of Liberal, Kansas and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Liberal's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but it not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of Liberal's internal control. Accordingly, no such opinion is expressed.
- evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Liberal's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

To the City Commission
City of Liberal, Kansas

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Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 30, 2024, on our consideration of the City of Liberal's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City of Liberal's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Liberal's internal control over financial reporting and compliance.

Hay•Rice & Associates, Chartered

Hay•Rice & Associates, Chartered

January 30, 2024

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH GOVERNMENT AUDITING STANDARDS

To the City Commission
City of Liberal, Kansas

We have audited, in accordance with the auditing standards generally accepted in the United States of America, the *Kansas Municipal Audit and Accounting Guide*, and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Liberal, Kansas, as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the City of Liberal, Kansas' basic financial statements and have issued our report thereon dated January 30, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of Liberal, Kansas' internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Liberal, Kansas' internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Liberal, Kansas' internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

To the City Commission
City of Liberal, Kansas

Page 2

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as item 2022-001 that we consider to be material weaknesses.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Liberal, Kansas' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

City of Liberal, Kansas' Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City of Liberal, Kansas' response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The City of Liberal, Kansas' response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Hay•Rice & Associates, Chartered

Hay•Rice & Associates, Chartered

January 30, 2024

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the City of Liberal, we offer readers of the City of Liberal's financial statements this overview and analysis of the financial activities for the fiscal year ended December 31, 2022. Please read this report in conjunction with the City's financial statements, which begin on page 1.

FINANCIAL HIGHLIGHTS

The assets of the City of Liberal exceeded its liabilities at the close of 2022 by \$117,561,176 (net position). Of this amount, \$4,637,142 (unrestricted net position) may be used to meet the government's ongoing obligations to citizens and creditors.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as an introduction to the City of Liberal's basic financial statements. These financial statements are comprised of three components: government-wide financial statements, fund financial statements, and notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the City of Liberal's finances, in a manner similar to private-sector business, and can be found on pages 1 – 4 of this report.

The statement of net position presents information on all of the City of Liberal's assets (what the citizens own) and liabilities (what the citizens owe), with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City of Liberal is improving or deteriorating. Other nonfinancial factors should also be considered, such as changes in the City's property tax base, and the condition of the City's capital assets (roads, buildings, water, and sewer lines) to assess the overall health of the City.

The statement of activities presents information showing how the City of Liberal's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenditures are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Both of the government-wide financial statements distinguish functions of the City of Liberal that are supported by taxes and intergovernmental revenues from other functions that are intended to recover all or a significant portion of their costs through user fees and charges. The governmental activities of the City of Liberal include general government, public safety, public works, and community service. The business-type activities of the City of Liberal include a municipal airport, solid waste, wastewater, and water systems.

The government-wide financial statements include not only the City of Liberal itself but also a legally separate library and a legally separate housing authority, combined under one column heading of “Component Units.” Each of these entities has a Board appointed by the City of Liberal Commission. The Commission must also approve bond issuances by either entity. Financial information for these two component units is reported separately from the financial information presented for the primary government itself.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of Liberal, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City of Liberal can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds. Our analysis of the City’s major funds begins on page 5. Kansas State law requires certain funds at a minimum. The City of Liberal Commission has established other funds to help it control and manage money for particular purposes (Ex. Convention & Tourism Fund) or to show that it is meeting legal responsibilities for using certain taxes, grants, and other money (Ex. City Sales Tax Funds). The City’s two kinds of funds, governmental and proprietary, use different accounting approaches.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government’s near-term financing requirements.

These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the City’s general government operations and the basic services it provides. Governmental fund information helps to determine whether there are more or fewer financial resources that can be spent in the near future to finance the City’s programs.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government’s near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City of Liberal maintains thirty individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures and changes in fund balances for the general fund, the capital projects fund,

and the debt service fund, which are each considered major funds. Data from the other twenty-seven governmental funds are combined into a single, aggregate presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements elsewhere in this report on pages 59 – 67.

The basic governmental fund financial statements can be found on pages 5 – 11 of this report.

Proprietary Funds

Proprietary funds provide the same type of information as business-type activities in the government-wide financial statements, only in more detail. The City of Liberal uses enterprise funds to account for charging customers for the full cost of the services it provides in its water, wastewater, solid waste, and airport operations, which are each considered to be major funds.

The basic proprietary fund financial statements can be found on pages 12 – 19 of this report.

Fiduciary Funds

Fiduciary funds are used to account for resources held for the benefit of parties outside of the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City of Liberal's own programs. The accounting for fiduciary funds is much like that used for proprietary funds.

The basic fiduciary fund financial statements can be found on pages 20 – 21 of this report.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 22 – 54 of this report.

Other Information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the City of Liberal's compliance with its annually appropriated budget for its general fund. This required supplementary information can be found on pages 55 – 58 of this report.

The combining statements referred to earlier in connection with nonmajor governmental funds are presented immediately following the required supplementary information. Combining and individual fund statements and schedules can be found on pages 59 – 98 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the City of Liberal, assets exceeded liabilities by \$117,561,176 at the close of 2022.

The largest portion of the City of Liberal's net position, or 80.63%, reflects its investment in capital assets such as land, buildings, machinery, and equipment, less any debt used to acquire these assets that is still outstanding. The City of Liberal uses these capital assets to provide services to citizens. It is important to note that these assets are not available for future spending. Although the City of Liberal's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets alone cannot be used to liquidate these liabilities.

	City of Liberal's Net Position					
	Governmental Activities		Business-Type Activities		Total	
	2021	2022	2021	2022	2021	2022
Current and other assets	\$36,456,282	\$37,412,714	\$ 6,518,507	\$ 8,626,416	\$ 42,974,789	\$ 46,039,130
Capital assets	<u>55,646,634</u>	<u>59,153,925</u>	<u>71,148,744</u>	<u>71,396,889</u>	<u>126,795,378</u>	<u>130,550,814</u>
Total Assets	<u>\$92,102,916</u>	<u>\$96,566,639</u>	<u>\$77,667,251</u>	<u>\$80,023,305</u>	<u>\$169,770,167</u>	<u>\$176,589,944</u>
Deferred Outflows of Resources	<u>\$ 2,797,262</u>	<u>\$ 4,182,806</u>	<u>-</u>	<u>-</u>	<u>\$ 2,797,262</u>	<u>\$ 4,182,806</u>
Long-term liabilities	\$12,950,244	\$16,115,650	\$36,336,602	\$36,186,306	\$ 49,286,846	\$ 52,301,956
Other liabilities	<u>1,799,579</u>	<u>1,716,603</u>	<u>1,485,979</u>	<u>1,383,161</u>	<u>3,285,558</u>	<u>3,099,764</u>
Total Liabilities	<u>\$14,749,823</u>	<u>\$17,832,253</u>	<u>\$37,822,581</u>	<u>\$37,569,467</u>	<u>\$ 52,572,404</u>	<u>\$ 55,401,720</u>
Deferred Inflows of Resources	<u>\$ 9,800,007</u>	<u>\$ 7,809,854</u>	<u>-</u>	<u>-</u>	<u>\$ 9,800,007</u>	<u>\$ 7,809,854</u>
Net Position:						
Net investment in capital assets	\$51,585,948	\$55,705,164	\$32,752,009	\$39,081,383	\$ 84,337,957	\$ 94,786,547
Restricted	21,730,018	20,676,317	2,675,302	(2,538,830)	24,405,320	18,137,487
Unrestricted	<u>(2,965,618)</u>	<u>(1,274,143)</u>	<u>4,417,359</u>	<u>5,911,285</u>	<u>1,451,741</u>	<u>4,637,142</u>
Total Net Position	<u>\$70,350,348</u>	<u>\$75,107,338</u>	<u>\$39,844,670</u>	<u>\$42,453,838</u>	<u>\$110,195,018</u>	<u>\$117,561,176</u>

Governmental Activities

Governmental activities increased the City of Liberal's net position by \$7,366,158 through key elements, as follows:

	City of Liberal's Changes in Net Position					
	Governmental Activities		Business-Type Activities		Total	
	2021	2022	2021	2022	2021	2022
<u>Revenues</u>						
Program Revenues:						
Charges for services	\$ 3,289,605	\$ 2,699,998	\$12,368,466	\$12,983,419	\$ 15,658,071	\$ 15,683,417
Operating grants and contributions	1,693,532	1,001,171	5,625	-	1,699,157	1,001,171
Capital grants and contributions	1,664,884	1,603,472	412,663	250,091	2,077,547	1,853,563

City of Liberal's Changes in Net Position						
	Governmental Activities		Business-Type Activities		Total	
	<u>2021</u>	<u>2022</u>	<u>2021</u>	<u>2022</u>	<u>2021</u>	<u>2022</u>
<u>Revenues</u> (Continued)						
General Revenues:						
Property taxes	7,251,786	7,376,235	-	-	7,251,786	7,376,235
Other taxes	14,289,574	15,275,327	-	-	14,289,574	15,275,327
Other	<u>3,141,340</u>	<u>1,665,738</u>	<u>298,583</u>	<u>59,117</u>	<u>3,439,923</u>	<u>1,724,855</u>
Total Revenues	<u>\$31,330,721</u>	<u>\$29,621,941</u>	<u>\$13,085,337</u>	<u>\$13,292,627</u>	<u>\$ 44,416,058</u>	<u>\$ 42,914,568</u>
<u>Expenses</u>						
General Government	\$ 6,173,127	\$ 4,965,330	\$ -	\$ -	\$ 6,173,127	\$ 4,965,330
Public Safety	7,286,054	8,398,375	-	-	7,286,054	8,398,375
Public Works	3,904,532	4,496,146	-	-	3,904,532	4,496,146
Community Service	5,685,084	4,637,050	-	-	5,685,084	4,637,050
Community/Economic Development	1,964,209	2,183,838	-	-	1,964,209	2,183,838
Water	-	-	5,671,140	5,026,839	5,671,140	5,026,839
Wastewater	-	-	2,740,790	2,880,168	2,740,790	2,880,168
Solid Waste	-	-	2,138,056	2,377,045	2,138,056	2,377,045
Airport	-	-	<u>1,273,719</u>	<u>583,619</u>	<u>1,273,719</u>	<u>583,619</u>
Total Expenses	<u>\$25,013,006</u>	<u>\$24,680,739</u>	<u>\$11,823,705</u>	<u>\$10,867,671</u>	<u>\$ 36,836,711</u>	<u>\$ 35,548,410</u>
Fund transfer	\$ <u>(173,158)</u>	\$ <u>(184,212)</u>	\$ <u>173,158</u>	\$ <u>184,212</u>	<u>-</u>	<u>-</u>
Increase in Net Position	\$ 6,144,557	\$ 4,756,990	\$ 1,434,790	\$ 2,609,168	\$ 7,579,347	\$ 7,366,158
Net Position, January 1	<u>64,205,791</u>	<u>70,350,348</u>	<u>38,409,880</u>	<u>39,844,670</u>	<u>102,615,671</u>	<u>110,195,018</u>
Net Position, December 31	<u>\$70,350,348</u>	<u>\$75,107,338</u>	<u>\$39,844,670</u>	<u>\$42,453,838</u>	<u>\$110,195,018</u>	<u>\$117,561,176</u>

The Statement of Activities format is significantly different than a typical Statement of Revenues, Expenses, and Changes in Fund Balance, as expenses are listed in the first column with revenues from that particular program reported to the right. The result is a Net (Expense)/Revenue. This format highlights the relative financial burden of each of the functions on the City's taxpayers. It also identifies how much each function draws from the general revenues or if it is self-financing through fees and grants.

Business-Type Activities

Business-type activities increased the City of Liberal's net position by \$2,609,168, as referenced in the table above.

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

As noted earlier, the City of Liberal uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the City of Liberal's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City of Liberal's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources for spending at the end of the fiscal year.

As of the end of 2022, the City of Liberal's governmental funds reported combined ending fund balances of \$29,587,867, or an increase of \$50,919.

Approximately \$19,356,554 is available for spending at the government's discretion. The remainder of the fund balance is reserved to indicate that it is not available due to prior commitments such as liquidating contracts and purchase orders of the prior period in the amount of \$635,778, or for a variety of other restricted purposes in the amount of \$5,722,741.

Proprietary Funds

The City of Liberal's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. Unrestricted net position of the proprietary funds were as follows: the Water Fund totaled \$3,962,556, the Wastewater Fund totaled \$1,886,104, the Solid Waste Fund totaled \$218, and the Airport Fund totaled \$62,407.

GENERAL FUND BUDGETARY HIGHLIGHTS

During 2022, the general fund actual revenues were more than the budgeted revenue amount by \$1,059,779 and the general fund expenses were less than the budgeted amount by \$2,020,556, which gives an overall favorable amount of \$3,080,335. After transfers there was a favorable amount of \$2,786,070.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

At the end of 2022, the City had \$135,235,469 invested in capital assets including police and fire equipment, buildings, park facilities, new roads, and water and sewer lines, as follows:

	City of Liberal's Capital Assets					
	Governmental Activities		Business-Type Activities		Total	
	2021	2022	2021	2022	2021	2022
Land	\$ 2,060,804	\$ 1,817,799	\$ 4,149,500	\$ 4,149,500	\$ 6,210,304	\$ 5,967,299
Construction in progress	22,847,185	26,299,482	44,603,832	50,212,760	67,451,017	76,512,242
Buildings	9,428,724	8,587,367	10,299,429	10,242,129	19,728,153	18,829,496
Improvements	9,786,242	22,596,639	41,838,677	43,970,118	51,624,919	66,566,757
Equipment	5,953,958	5,652,895	6,679,669	6,656,908	12,633,627	12,309,803
Vehicles	6,034,571	6,018,019	2,423,327	2,389,796	8,457,898	8,407,815
Streets	64,291,818	50,182,534	-	-	64,291,818	50,182,534
Accumulated depreciation	(65,175,369)	(62,333,818)	(41,581,606)	(43,739,177)	(106,756,975)	(106,072,995)
Total	\$ 55,227,933	\$ 58,820,917	\$ 68,412,828	\$ 73,882,034	\$ 123,640,761	\$ 132,702,951

Additional information on the City of Liberal's capital assets can be found in Note 4 on pages 37 – 39 of this report.

Long-Term Debt

At the end of 2022, the City of Liberal had \$53,517,642 in outstanding bonds, compensated absences, notes, capital leases and pension obligation. Additional long-term debt information can be found in Note 6 on pages 40 – 44 of this report, and is summarized, as follows:

	City of Liberal's Long-Term Debt					
	Governmental Activities		Business-Type Activities		Total	
	2021	2022	2021	2022	2021	2022
General obligation bonds	\$ 2,935,821	\$ 2,586,808	\$ 5,384,179	\$ 4,853,192	\$ 8,320,000	\$ 7,440,000
Compensated absences	873,007	780,929	164,278	171,118	1,037,285	952,047
Finance leases & temporary notes	748,335	565,134	30,300,926	29,968,846	31,049,261	30,533,980
Net pension obligation	<u>8,890,493</u>	<u>12,702,167</u>	<u>1,127,893</u>	<u>1,889,448</u>	<u>10,018,386</u>	<u>14,591,615</u>
Total	<u>\$13,447,656</u>	<u>\$16,635,038</u>	<u>\$36,977,276</u>	<u>\$36,882,604</u>	<u>\$50,424,932</u>	<u>\$53,517,642</u>

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET AND RATES

The City has taken a focused approach towards maximizing the rate of return on taxpayer funds. We have also expanded our banking relationships wherein we designated all local banks additional depositories and they have the opportunity to bid on City taxpayer funds, based upon the State of Kansas Pooled Money Investment Board rates. Due to the overall state of the economy, we have reduced our budgeted investment earnings, although due to bids we continually receive, we are still optimizing these earnings as much as possible.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers and creditors with a general overview of the City's finances and to show the City's accountability for the money it receives. If you have questions about this report or need additional information, please contact the Finance Director at City of Liberal, 324 North Kansas Avenue, Liberal, Kansas 67901.

CITY OF LIBERAL, KANSAS

BASIC FINANCIAL STATEMENTS

CITY OF LIBERAL, KANSAS

STATEMENT OF NET POSITION

December 31, 2022

	Primary Government			
	Governmental	Business-Type		Component
	Activities	Activities	Total	Units
ASSETS				
Current Assets				
Cash, including time deposits	\$ 26,990,027	\$ 6,537,257	\$ 33,527,284	\$ 848,679
Taxes receivable	7,325,958	-	7,325,958	603,598
Accounts receivable (net)	184,928	801,581	986,509	2,342
Receivable from other governments	2,345,284	-	2,345,284	-
Unbilled receivable	-	867,962	867,962	-
Interest receivable	86	51	137	-
Inventory	317,471	362,438	679,909	5,551
Prepaid expenses	248,960	57,127	306,087	20,355
Total current assets	\$ 37,412,714	\$ 8,626,416	\$ 46,039,130	\$ 1,480,525
Noncurrent Assets				
Restricted Assets:				
Cash, including time deposits	\$ 268,757	\$ (2,575,922)	\$ (2,307,165)	\$ 129,586
Other Assets:				
Deferred bond cost	96,393	106,652	203,045	-
Less – Amortization	(32,142)	(15,875)	(48,017)	-
Capital Assets:				
Construction in progress	26,299,482	50,212,760	76,512,242	-
Land	1,817,799	4,149,500	5,967,299	133,565
Buildings	8,587,367	10,242,129	18,829,496	5,822,685
Improvements other than buildings	22,596,639	43,970,118	66,566,757	531,092
Machinery, equipment, furniture and fixtures	5,652,895	6,656,908	12,309,803	1,144,418
Vehicles	6,018,019	2,389,796	8,407,815	-
Streets	50,182,534	-	50,182,534	-
Less – Accumulated depreciation	(62,333,818)	(43,739,177)	(106,072,995)	(6,135,119)
Total noncurrent assets	\$ 59,153,925	\$ 71,396,889	\$ 130,550,814	\$ 1,626,227
Total Assets	\$ 96,566,639	\$ 80,023,305	\$ 176,589,944	\$ 3,106,752
DEFERRED OUTFLOWS OF RESOURCES				
Total deferred outflows of resources	\$ 4,182,806	-	\$ 4,182,806	\$ 223,929

The notes to the financial statements are an integral part of this statement.

CITY OF LIBERAL, KANSAS

Statement 1

STATEMENT OF NET POSITION

December 31, 2022

	<u>Primary Government</u>			<u>Component</u>
	<u>Governmental</u>	<u>Business-Type</u>	<u>Total</u>	<u>Units</u>
	<u>Activities</u>	<u>Activities</u>		
LIABILITIES				
<u>Current Liabilities</u>				
Accounts payable	\$ 408,397	\$ 253,285	\$ 661,682	\$ 13,252
Accrued interest payable	8,068	246,915	254,983	253
Accrued wages and benefits	354,324	81,498	435,822	14,419
Unapplied credits	-	35,775	35,775	-
Lease purchase contracts – Current	188,438	199,701	388,139	-
Due to other governments	398,364	-	398,364	-
Unearned revenue	-	-	-	69,124
General obligation bonds payable –				
Current	359,012	565,987	924,999	-
Notes payable – Current	-	-	-	18,075
Total current liabilities	<u>\$ 1,716,603</u>	<u>\$ 1,383,161</u>	<u>\$ 3,099,764</u>	<u>\$ 115,123</u>
<u>Noncurrent Liabilities</u>				
Deferred bond premium	\$ 47,965	\$ 75,761	\$ 123,726	\$ -
Less – Accretion	(19,903)	(6,369)	(26,272)	-
Accrued compensated absences	780,929	171,118	952,047	24,522
General obligation bonds payable	2,227,796	4,287,204	6,515,000	-
Notes payable – Net of current portion	-	-	-	193,889
Lease purchase contracts	376,696	29,769,144	30,145,840	-
Net pension obligation	<u>12,702,167</u>	<u>1,889,448</u>	<u>14,591,615</u>	<u>578,024</u>
Total noncurrent liabilities	<u>\$16,115,650</u>	<u>\$36,186,306</u>	<u>\$ 52,301,956</u>	<u>\$ 796,435</u>
Total Liabilities	<u>\$17,832,253</u>	<u>\$37,569,467</u>	<u>\$ 55,401,720</u>	<u>\$ 911,558</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred revenue	\$ 6,932,519	-	\$ 6,932,519	\$ 603,598
Pension related	<u>877,335</u>	<u>-</u>	<u>877,335</u>	<u>27,080</u>
Total Deferred Inflows of Resources	<u>\$ 7,809,854</u>	<u>-</u>	<u>\$ 7,809,854</u>	<u>\$ 630,678</u>
NET POSITION				
Net investment in capital assets	\$55,705,164	\$39,081,383	\$ 94,786,547	\$ 1,284,677
Restricted for:				
Capital projects	1,210,010	(2,845,892)	(1,635,882)	-
Debt service	4,512,731	175,533	4,688,264	-
Other purposes	14,953,576	131,529	15,085,105	129,586
Unrestricted	<u>(1,274,143)</u>	<u>5,911,285</u>	<u>4,637,142</u>	<u>374,182</u>
Total Net Position	<u>\$75,107,338</u>	<u>\$42,453,838</u>	<u>\$117,561,176</u>	<u>\$ 1,788,445</u>

The notes to the financial statements are an integral part of this statement.

CITY OF LIBERAL, KANSAS

Statement 2

STATEMENT OF ACTIVITIES
For the year ended December 31, 2022

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position			Component Units
		Charges for Services & Other	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-Type Activities	Total	
Primary Government:								
Governmental Activities:								
General Government:								
Administration	\$ 1,707,959	\$ 482,663	\$ 24,360	\$1,434,977	\$ 234,041	-	\$ 234,041	-
Planning commission	2,575	-	-	-	(2,575)	-	(2,575)	-
Building inspection	478,597	299,751	-	-	(178,846)	-	(178,846)	-
Legislative	79,447	-	-	-	(79,447)	-	(79,447)	-
Utility billing	50,223	-	-	-	(50,223)	-	(50,223)	-
Employees' benefits	1,709,329	34	-	-	(1,709,295)	-	(1,709,295)	-
Health and welfare	1,077,210	-	-	-	(1,077,210)	-	(1,077,210)	-
Interest and fiscal charges	(140,010)	-	-	-	140,010	-	140,010	-
Total general government	\$ 4,965,330	\$ 782,448	\$ 24,360	\$1,434,977	\$ (2,723,545)	-	\$ (2,723,545)	-
Public Safety:								
Police	\$ 4,955,139	\$ 119,412	\$ 16,906	\$ 3,245	\$ (4,815,576)	-	\$ (4,815,576)	-
Fire	1,748,168	(2,723)	9,605	-	(1,741,286)	-	(1,741,286)	-
Municipal Court	898,959	603,252	92,542	-	(203,165)	-	(203,165)	-
Communications	910,008	97,013	388,050	-	(424,945)	-	(424,945)	-
Animal control	(113,899)	46,224	7,326	-	167,449	-	167,449	-
Total public safety	\$ 8,398,375	\$ 863,178	\$ 514,429	\$ 3,245	\$ (7,017,523)	-	\$ (7,017,523)	-
Public Works:								
Transportation	\$ 1,943,125	\$ 252,026	\$ -	\$ -	\$ (1,691,099)	-	\$ (1,691,099)	-
Engineering	26,031	-	-	-	(26,031)	-	(26,031)	-
Recreation	1,715,164	182,090	8,760	115,000	(1,409,314)	-	(1,409,314)	-
Arkalon	901,654	96,718	2	-	(804,934)	-	(804,934)	-
Beautification	79,132	6,160	-	-	(72,972)	-	(72,972)	-
Street lighting	(168,960)	-	-	-	168,960	-	168,960	-
Total public works	\$ 4,496,146	\$ 536,994	\$ 8,762	\$ 115,000	\$ (3,835,390)	-	\$ (3,835,390)	-
Community Service:								
Golf course	\$ 554,031	\$ 366,482	\$ 5,146	\$ -	\$ (182,403)	-	\$ (182,403)	-
Parks	(1,624,529)	56,376	8,029	50,250	1,739,184	-	1,739,184	-
Swimming pool	1,955,252	168,937	-	-	(1,786,315)	-	(1,786,315)	-
Cemetery	154,637	59,050	-	-	(95,587)	-	(95,587)	-
Library	594,788	24	-	-	(594,764)	-	(594,764)	-
Educational	2,175,973	(252,251)	-	-	(2,428,224)	-	(2,428,224)	-
Air Museum	453,409	54,788	21,887	-	(376,734)	-	(376,734)	-
Convention and Tourism	373,489	14,760	-	-	(358,729)	-	(358,729)	-
Total community service	\$ 4,637,050	\$ 468,166	\$ 35,062	\$ 50,250	\$ (4,083,572)	-	\$ (4,083,572)	-
Community/Economic Development:								
Urban Development and Housing	\$ 460,736	\$ 10,606	\$ -	-	\$ (450,130)	-	\$ (450,130)	-
Economic development	1,723,102	38,606	418,558	-	(1,265,938)	-	(1,265,938)	-
Total community/economic development	\$ 2,183,838	\$ 49,212	\$ 418,558	-	\$ (1,716,068)	-	\$ (1,716,068)	-
Total governmental activities	\$24,680,739	\$2,699,998	\$1,001,171	\$1,603,472	\$ (19,376,098)	-	\$ (19,376,098)	-

The notes to the financial statements are an integral part of this statement.

CITY OF LIBERAL, KANSAS

Statement 2
(Continued)STATEMENT OF ACTIVITIES
For the year ended December 31, 2022

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and			Component Units
		Charges for	Operating	Capital	Changes in Net Position			
		Services & Other	Grants and Contributions	Grants and Contributions	Governmental Activities	Business-Type Activities	Total	
Business-Type Activities:								
Water	\$ 5,026,839	\$ 6,634,313	-	\$ -	-	\$ 1,607,474	\$ 1,607,474	-
Wastewater	2,880,168	3,680,685	-	21,000	-	821,517	821,517	-
Solid Waste	2,377,045	2,410,302	-	-	-	33,257	33,257	-
Airport	583,619	258,119	-	229,091	-	(96,409)	(96,409)	-
Total business-type activities	<u>\$10,867,671</u>	<u>\$12,983,419</u>	<u>-</u>	<u>\$ 250,091</u>	<u>-</u>	<u>\$ 2,365,839</u>	<u>\$ 2,365,839</u>	<u>-</u>
Total Primary Government	<u>\$35,548,410</u>	<u>\$15,683,417</u>	<u>\$1,001,171</u>	<u>\$1,853,563</u>	<u>\$ (19,376,098)</u>	<u>\$ 2,365,839</u>	<u>\$ (17,010,259)</u>	<u>-</u>
Component Units:								
Housing Authority	\$ 832,061	\$ 515,289	\$ 182,639	-	-	-	-	\$ (134,133)
Library	750,226	646,731	20,056	-	-	-	-	(83,439)
Total Component Units	<u>\$ 1,582,287</u>	<u>\$ 1,162,020</u>	<u>\$ 202,695</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>\$ (217,572)</u>
General Revenues:								
Ad valorem property tax					\$ 6,339,814	\$ -	\$ 6,339,814	\$ -
Delinquent tax					126,992	-	126,992	-
Franchise tax					2,151,029	-	2,151,029	-
Motor vehicle tax					860,428	-	860,428	-
Commercial vehicle fees					49,001	-	49,001	-
RHID					118,451	-	118,451	-
TIF Property tax					52,527	-	52,527	-
Local sales tax					10,973,269	-	10,973,269	-
CID					376,719	-	376,719	-
TIF sales tax					143,590	-	143,590	-
Liquor tax					201,071	-	201,071	-
Transient guest tax					482,714	-	482,714	-
Rebate of TGT					206,005	-	206,005	-
Highway connecting links					41,339	-	41,339	-
Gasoline tax					528,613	-	528,613	-
Administrative fees					1,535,504	-	1,535,504	-
Interest					83,046	39,021	122,067	-
Royalties					12,242	20,096	32,338	-
Lease income					34,946	-	34,946	-
Gain or (loss) on disposal of assets					-	-	-	-
Transfer in (out)					(184,212)	184,212	-	-
Total general revenues and transfers					<u>\$ 24,133,088</u>	<u>\$ 243,329</u>	<u>\$ 24,376,417</u>	<u>-</u>
Change in Net Position					\$ 4,756,990	\$ 2,609,168	\$ 7,366,158	\$ (217,572)
Net Position, Beginning					<u>70,350,348</u>	<u>39,844,670</u>	<u>110,195,018</u>	<u>2,006,017</u>
Net Position, Ending					<u>\$ 75,107,338</u>	<u>\$42,453,838</u>	<u>\$117,561,176</u>	<u>\$1,788,445</u>

The notes to the financial statements are an integral part of this statement.

CITY OF LIBERAL, KANSAS

Statement 3

BALANCE SHEET
GOVERNMENTAL FUNDS
 December 31, 2022

	<u>General</u> <u>Fund</u>	<u>Capital</u> <u>Projects</u> <u>Fund</u>	<u>Debt</u> <u>Service</u> <u>Fund</u>	<u>Other</u> <u>Governmental</u> <u>Funds</u>	<u>Reclassifications</u> <u>and Eliminations</u>	<u>Total</u> <u>Governmental</u> <u>Funds</u>
ASSETS						
Cash, including time deposits	\$ 4,902,659	\$1,675,907	\$4,512,731	\$15,898,730	\$ -	\$26,990,027
Cash, restricted	-	-	106	268,651	-	268,757
Accounts receivable	80,788	-	-	104,140	-	184,928
Interest receivable	23	-	-	63	-	86
Due from other funds	-	382,626	-	-	(382,626)	-
Taxes receivable	6,567,916	-	105,187	652,855	-	7,325,958
Receivable from other governments	679,947	23,373	-	1,641,964	-	2,345,284
Inventory	264,743	-	-	52,728	-	317,471
Prepaid expense	175,922	-	-	73,038	-	248,960
Total Assets	<u>\$12,671,998</u>	<u>\$2,081,906</u>	<u>\$4,618,024</u>	<u>\$18,692,169</u>	<u>\$ (382,626)</u>	<u>\$37,681,471</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES						
<u>Liabilities</u>						
Accounts payable	\$ 168,437	\$ 67,533	\$ 106	\$ 172,321	\$ -	\$ 408,397
Accrued wages and benefits	299,750	-	-	54,574	-	354,324
Due to other funds	-	-	-	382,626	(382,626)	-
Bank overdraft	-	398,364	-	-	-	398,364
Total liabilities	<u>\$ 468,187</u>	<u>\$ 465,897</u>	<u>\$ 106</u>	<u>\$ 609,521</u>	<u>\$ (382,626)</u>	<u>\$ 1,161,085</u>
<u>Deferred Inflows of Resources</u>						
Deferred revenue	<u>\$ 6,250,167</u>	<u>-</u>	<u>\$ 101,631</u>	<u>\$ 580,721</u>	<u>-</u>	<u>\$ 6,932,519</u>
<u>Fund Balances</u>						
Nonspendable for accounts receivable, inventory and prepaid expenses	\$ 1,519,172	\$ 405,999	\$ 3,556	\$ 1,944,067	-	\$ 3,872,794
Assigned for encumbrances	31,494	-	-	604,284	-	635,778
Assigned to:						
Special Revenue Funds	-	-	-	14,953,576	-	14,953,576
Capital Projects Funds	-	1,210,010	-	-	-	1,210,010
Debt Service Funds	-	-	4,512,731	-	-	4,512,731
Unassigned	4,402,978	-	-	-	-	4,402,978
Total fund balances	<u>\$ 5,953,644</u>	<u>\$1,616,009</u>	<u>\$4,516,287</u>	<u>\$17,501,927</u>	<u>-</u>	<u>\$29,587,867</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$12,671,998</u>	<u>\$2,081,906</u>	<u>\$4,618,024</u>	<u>\$18,692,169</u>	<u>\$ (382,626)</u>	<u>\$37,681,471</u>

The notes to the financial statements are an integral part of this statement.

CITY OF LIBERAL, KANSAS

Statement 3
(Continued)

RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCE
TO NET POSITION OF GOVERNMENTAL ACTIVITIES

December 31, 2022

Total Governmental Fund Balances	\$ 29,587,867
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets and deferred outflows of resources used in governmental activities are not financial resources and therefore are not reported in the funds:	
Capital assets net of accumulated depreciation of \$62,333,818	58,820,917
Deferred outflows of resources	4,182,806
Other long-term assets are not available to pay for current-period expenditures and therefore are deferred in the funds:	
Deferred bond cost	96,393
Accumulated amortization	(32,142)
Long-term liabilities and deferred inflows of resources, including bonds payable, are not due and payable in the current period and therefore are not reported in the funds:	
General obligation bonds payable	(2,586,808)
Lease purchase contracts payable	(565,134)
Accrued interest	(8,068)
Accrued compensated absences	(780,929)
Deferred bond premium	(47,965)
Accumulated accretion	19,903
Net pension obligation	(12,702,167)
Pension related deferred inflows of resources	<u>(877,335)</u>
Net Position of Governmental Activities	\$ <u>75,107,338</u>

The notes to the financial statements are an integral part of this statement.

CITY OF LIBERAL, KANSAS

Statement 4

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES – GOVERNMENTAL FUNDS

For the year ended December 31, 2022

	<u>General</u>	<u>Capital</u>	<u>Debt</u>	<u>Other</u>	<u>Total</u>
	<u>Fund</u>	<u>Projects</u>	<u>Service</u>	<u>Governmental</u>	<u>Governmental</u>
	<u>Fund</u>	<u>Fund</u>	<u>Fund</u>	<u>Funds</u>	<u>Funds</u>
<u>Revenues</u>					
Taxes	\$ 6,660,760	\$ -	\$1,058,008	\$ 1,743,277	\$ 9,462,045
Intergovernmental	5,107,853	-	-	11,796,822	16,904,675
Licenses, permits, & fees	205,686	-	-	-	205,686
Charges for services	1,046,062	-	-	145,455	1,191,517
Fines and forfeitures	603,252	-	-	-	603,252
Interest income	36,191	-	-	47,323	83,514
Royalty and lease income	47,188	-	-	-	47,188
Entities' share	-	2,749,411	-	-	2,749,411
Contribution	2	50,250	-	190,482	240,734
Miscellaneous	<u>459,752</u>	<u>-</u>	<u>-</u>	<u>400,326</u>	<u>860,078</u>
Total revenues	<u>\$14,166,746</u>	<u>\$2,799,661</u>	<u>\$1,058,008</u>	<u>\$14,323,685</u>	<u>\$32,348,100</u>
<u>Expenditures</u>					
Current Operations:					
General Government:					
Administration	\$ 1,897,090	-	-	\$ 105,564	\$ 2,002,654
Planning commission	2,575	-	-	-	2,575
Building inspection	525,703	-	-	-	525,703
Legislative	77,189	-	-	-	77,189
Building maintenance	207,089	-	-	-	207,089
Utility billing	47,411	-	-	-	47,411
Employees' benefits	-	-	-	1,905,607	1,905,607
Health and welfare	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,077,210</u>	<u>1,077,210</u>
Total general gov.	<u>\$ 2,757,057</u>	<u>-</u>	<u>-</u>	<u>\$ 3,088,381</u>	<u>\$ 5,845,438</u>
Public Safety:					
Police	\$ 3,714,758	-	-	\$ 109,663	\$ 3,824,421
Fire	1,618,360	-	-	47,606	1,665,966
Municipal Court	723,971	-	-	207,158	931,129
Communications	-	-	-	932,000	932,000
Animal control	<u>285,643</u>	<u>-</u>	<u>-</u>	<u>94</u>	<u>285,737</u>
Total public safety	<u>\$ 6,342,732</u>	<u>-</u>	<u>-</u>	<u>\$ 1,296,521</u>	<u>\$ 7,639,253</u>

The notes to the financial statements are an integral part of this statement.

CITY OF LIBERAL, KANSAS

Statement 4
(Continued)STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES – GOVERNMENTAL FUNDS

For the year ended December 31, 2022

<u>Expenditures (Continued)</u>	<u>General</u> <u>Fund</u>	<u>Capital</u> <u>Projects</u> <u>Fund</u>	<u>Debt</u> <u>Service</u> <u>Fund</u>	<u>Other</u> <u>Governmental</u> <u>Funds</u>	<u>Total</u> <u>Governmental</u> <u>Funds</u>
Current Operations (Cont.):					
Public Works:					
Transportation	\$ 974,684	-	-	\$ 3,224,055	\$ 4,198,739
Engineering	27,819	-	-	-	27,819
Recreation	931,622	-	-	208,916	1,140,538
Arkalon	61,899	-	-	-	61,899
Beautification	-	-	-	152,875	152,875
Street lighting	<u>322,850</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>322,850</u>
Total public works	\$ <u>2,318,874</u>	<u>-</u>	<u>-</u>	\$ <u>3,585,846</u>	\$ <u>5,904,720</u>
Community Service:					
Golf course	\$ 646,652	-	-	\$ -	\$ 646,652
Parks	624,337	-	-	8,029	632,366
Swimming pool	258,366	-	-	-	258,366
Cemetery	161,866	-	-	-	161,866
Library	-	-	-	594,788	594,788
Educational	-	-	-	2,475,336	2,475,336
Air Museum	-	-	-	468,912	468,912
Convention & Tourism	<u>-</u>	<u>-</u>	<u>-</u>	<u>363,675</u>	<u>363,675</u>
Total community service	\$ <u>1,691,221</u>	<u>-</u>	<u>-</u>	\$ <u>3,910,740</u>	\$ <u>5,601,961</u>
Community/Economic Development:					
Urban Housing and Development	-	-	-	\$ 410,288	\$ 410,288
Economic development	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,741,501</u>	<u>1,741,501</u>
Total community/economic develop.	<u>-</u>	<u>-</u>	<u>-</u>	\$ <u>2,151,789</u>	\$ <u>2,151,789</u>
Debt Service:					
Principal	-	-	\$ 349,013	-	\$ 349,013
Interest & other charges	<u>-</u>	<u>-</u>	<u>55,947</u>	<u>-</u>	<u>55,947</u>
Total debt service	<u>-</u>	<u>-</u>	\$ <u>404,960</u>	<u>-</u>	\$ <u>404,960</u>
Capital outlay	<u>-</u>	<u>\$4,473,857</u>	<u>-</u>	<u>\$ 90,992</u>	<u>\$ 4,564,849</u>
Total expenditures	\$ <u>13,109,884</u>	\$ <u>4,473,857</u>	\$ <u>404,960</u>	\$ <u>14,124,269</u>	\$ <u>32,112,970</u>

The notes to the financial statements are an integral part of this statement.

CITY OF LIBERAL, KANSAS

Statement 4
(Continued)

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES – GOVERNMENTAL FUNDS

For the year ended December 31, 2022

	<u>General</u> <u>Fund</u>	<u>Capital</u> <u>Projects</u> <u>Fund</u>	<u>Debt</u> <u>Service</u> <u>Fund</u>	<u>Other</u> <u>Governmental</u> <u>Funds</u>	<u>Total</u> <u>Governmental</u> <u>Funds</u>
Excess (deficiency) of revenues over expenditures	\$ <u>1,056,862</u>	\$ <u>(1,674,196)</u>	\$ <u>653,048</u>	\$ <u>199,416</u>	\$ <u>235,130</u>
Other Financing Sources (Uses):					
Operating transfers in	\$ -	-	\$ 342,084	\$ 991,950	\$ 1,334,034
Operating transfers out	<u>(911,215)</u>	<u>-</u>	<u>-</u>	<u>(607,030)</u>	<u>(1,518,245)</u>
Total other financing sources (uses)	\$ <u>(911,215)</u>	<u>-</u>	\$ <u>342,084</u>	\$ <u>384,920</u>	\$ <u>(184,211)</u>
Net change in fund balances	\$ 145,647	\$ (1,674,196)	\$ 995,132	\$ 584,336	\$ 50,919
Fund Balances, Beginning	5,517,802	3,277,718	3,517,847	16,849,542	29,162,909
Other Changes:					
Increase or (decrease) in reserves	<u>290,195</u>	<u>12,487</u>	<u>3,308</u>	<u>68,049</u>	<u>374,039</u>
Fund Balances, Ending	\$ <u>5,953,644</u>	\$ <u>1,616,009</u>	\$ <u>4,516,287</u>	\$ <u>17,501,927</u>	\$ <u>29,587,867</u>

The notes to the financial statements are an integral part of this statement.

CITY OF LIBERAL, KANSAS

Statement 4
(Continued)

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE
STATEMENT OF ACTIVITIES

For the year ended December 31, 2022

Net Change in Fund Balances – Total Governmental Funds \$ 50,919

Amounts reported for governmental activities in the
statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the
statement of activities, the cost of those assets is allocated over their
estimated useful lives as depreciation expense:

Capital asset purchases capitalized	8,183,755
Capital assets transferred to business-type activities	-
Depreciation expense	587,002
Basis of assets disposed of	(5,177,773)
Accretion	(12,722)

Revenues in the statement of activities that do not provide current financial
resources are not reported as revenues in the fund:

Current taxes receivable	7,325,958
Prior taxes receivable	(6,666,963)
Current accounts receivable	184,928
Prior accounts receivable	(84,675)
Current due from other funds	382,626
Prior due from other funds	(52,027)
Current receivable from other governments	2,232,677
Prior receivable from other governments	(2,290,585)
Current grants receivable	112,607
Prior grants receivable	(341,485)
Current interest receivable	86
Prior interest receivable	(554)
Current deferred revenue on receivables	(6,932,519)
Prior deferred revenue on receivables	6,394,542

Issuance of debt in revenue in the governmental funds, but the receipt
increases long-term liabilities in the statement of net position:

Accumulated accretion	6,740
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The notes to the financial statements are an integral part of this statement.

CITY OF LIBERAL, KANSAS

Statement 4
(Continued)RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE
STATEMENT OF ACTIVITIES

For the year ended December 31, 2022

Repayment of debt principal is an expenditure in the governmental funds,
but the repayment reduces long-term liabilities in the statement of net position:

Bond principal payments	349,013
Capital lease principal payments	183,201

In the statement of activities, interest is accrued on outstanding bonds, whereas
in governmental funds, an interest expenditure is reported when due:

Current interest payable	(8,068)
Prior interest payable	26,806

Some assets, such as prepaid insurance and inventory, are reported as reserves
to fund balances in the governmental funds statement so these amounts are
included in the expense accounts on the governmental funds:

Current prepaid maintenance contracts	73,358
Prior prepaid maintenance contracts	(80,948)
Current prepaid insurance	175,602
Prior prepaid insurance	(143,138)
Current inventory	317,471
Prior inventory	(232,922)

Some expense reported in the statement of activities, such as compensated absences
and net pension obligation, do not require the use of current financial resources
and therefore are not reported as expenditures in governmental funds:

Current compensated absences	(780,929)
Prior compensated absences	873,007
Current net pension obligation	(12,702,167)
Prior net pension obligation	8,890,493
Net change in deferred outflows of resources	1,385,544
Net change in pension deferred inflows of resources	<u>2,528,130</u>

Change in Net Position on Governmental Activities \$ 4,756,990

The notes to the financial statements are an integral part of this statement.

CITY OF LIBERAL, KANSAS

STATEMENT OF NET POSITION – PROPRIETARY FUNDS

December 31, 2022

	<u>Business-Type Activities</u>				
	<u>Water</u>	<u>Wastewater</u>	<u>Solid Waste</u>	<u>Airport</u>	<u>Totals</u>
ASSETS					
<u>Current Assets</u>					
Cash, including time deposits	\$ 3,927,190	\$ 2,193,874	\$ 159,455	\$ 256,738	\$ 6,537,257
Accounts receivable (net)	408,996	199,370	170,852	22,363	801,581
Unbilled receivable	403,852	272,689	180,950	10,471	867,962
Interest receivable	36	10	2	3	51
Inventory	149,772	39,016	173,650	-	362,438
Prepaid expenses	<u>24,561</u>	<u>12,086</u>	<u>10,438</u>	<u>10,042</u>	<u>57,127</u>
Total current assets	<u>\$ 4,914,407</u>	<u>\$ 2,717,045</u>	<u>\$ 695,347</u>	<u>\$ 299,617</u>	<u>\$ 8,626,416</u>
<u>Noncurrent Assets</u>					
Restricted Assets:					
Cash, including time deposits	\$ 2,495,214	\$ (6,345,633)	\$ 1,057,947	\$ 216,550	\$ (2,575,922)
Other Assets:					
Deferred bond cost	106,652	-	-	-	106,652
<u>Less – Amortization</u>	<u>(15,875)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(15,875)</u>
Capital Assets:					
Construction in progress	4,875,281	43,790,036	-	1,547,443	50,212,760
Land	774,019	1,042,226	51,349	2,281,906	4,149,500
Buildings	1,274,535	7,361,288	95,763	1,510,543	10,242,129
Improvements other than buildings	18,830,986	6,579,688	986	18,558,458	43,970,118
Machinery, equipment, furniture and fixtures	3,367,730	1,712,814	591,316	985,048	6,656,908
Vehicles	507,747	205,695	1,232,420	443,934	2,389,796
<u>Less – Accumulated deprec.</u>	<u>(15,258,784)</u>	<u>(13,363,546)</u>	<u>(1,757,221)</u>	<u>(13,359,626)</u>	<u>(43,739,177)</u>
Total noncurrent assets	<u>\$ 16,957,505</u>	<u>\$ 40,982,568</u>	<u>\$ 1,272,560</u>	<u>\$ 12,184,256</u>	<u>\$ 71,396,889</u>
Total Assets	<u>\$ 21,871,912</u>	<u>\$ 43,699,613</u>	<u>\$ 1,967,907</u>	<u>\$ 12,483,873</u>	<u>\$ 80,023,305</u>

The notes to the financial statements are an integral part of this statement.

CITY OF LIBERAL, KANSAS

Statement 5

STATEMENT OF NET POSITION – PROPRIETARY FUNDS

December 31, 2022

	<u>Business-Type Activities</u>				
	<u>Water</u>	<u>Wastewater</u>	<u>Solid Waste</u>	<u>Airport</u>	<u>Totals</u>
LIABILITIES					
<u>Current Liabilities</u>					
Payable from Current Assets:					
Accounts payable	\$ 78,959	\$ 59,602	\$ 103,673	\$ 11,051	\$ 253,285
Accrued interest payable	27,296	219,619	-	-	246,915
Accrued wages and benefits	29,703	20,844	23,068	7,883	81,498
Unapplied credits	<u>16,332</u>	<u>-</u>	<u>3,485</u>	<u>15,958</u>	<u>35,775</u>
Total current liabilities payable from current assets	\$ 152,290	\$ 300,065	\$ 130,226	\$ 34,892	\$ 617,473
Payable from Restricted Assets:					
Current portion of general obligation bonds	565,987	-	-	-	565,987
Current portion of lease purchase	<u>-</u>	<u>199,701</u>	<u>-</u>	<u>-</u>	<u>199,701</u>
Total current liabilities	\$ <u>718,277</u>	\$ <u>499,766</u>	\$ <u>130,226</u>	\$ <u>34,892</u>	\$ <u>1,383,161</u>
<u>Noncurrent Liabilities</u>					
Deferred bond premium	\$ 75,761	\$ -	\$ -	\$ -	\$ 75,761
Less – Amortization	(6,369)	-	-	-	(6,369)
Accrued compensated absences	82,025	25,599	45,286	18,208	171,118
General obligation bonds payable	4,287,204	-	-	-	4,287,204
Lease purchase payable	-	29,769,144	-	-	29,769,144
Net pension obligation	<u>717,536</u>	<u>505,277</u>	<u>482,525</u>	<u>184,110</u>	<u>1,889,448</u>
Total noncurrent liabilities	\$ <u>5,156,157</u>	\$ <u>30,300,020</u>	\$ <u>527,811</u>	\$ <u>202,318</u>	\$ <u>36,186,306</u>
Total Liabilities	\$ <u>5,874,434</u>	\$ <u>30,799,786</u>	\$ <u>658,037</u>	\$ <u>237,210</u>	\$ <u>37,569,467</u>
NET POSITION					
Net investment in capital assets	\$ 9,539,708	\$17,359,356	\$ 214,613	\$11,967,706	\$39,081,383
Restricted for:					
Capital projects	2,319,682	(6,360,199)	1,095,039	89,586	(2,845,892)
Other purposes	175,532	4,566	-	126,964	307,062
Unrestricted	<u>3,962,556</u>	<u>1,886,104</u>	<u>218</u>	<u>62,407</u>	<u>5,911,285</u>
Total Net Position	\$ <u>15,997,478</u>	\$ <u>12,899,827</u>	\$ <u>1,309,870</u>	\$ <u>12,246,663</u>	\$ <u>42,453,838</u>

The notes to the financial statements are an integral part of this statement.

CITY OF LIBERAL, KANSAS

Statement 6

STATEMENT OF REVENUES, EXPENSES AND CHANGES
IN FUND NET POSITION – PROPRIETARY FUNDS
For the year ended December 31, 2022

	<u>Business-Type Activities</u>				
	<u>Water</u>	<u>Wastewater</u>	<u>Solid Waste</u>	<u>Airport</u>	<u>Totals</u>
<u>Operating Revenues</u>					
Charges for services	\$6,602,355	\$3,668,465	\$2,407,492	\$ 258,119	\$12,936,431
Other sales or services	<u>31,958</u>	<u>12,220</u>	<u>2,810</u>	<u>-</u>	<u>46,988</u>
Total operating revenues	<u>\$6,634,313</u>	<u>\$3,680,685</u>	<u>\$2,410,302</u>	<u>\$ 258,119</u>	<u>\$12,983,419</u>
<u>Operating Expenses</u>					
Production:					
Salaries and wages	\$ 90,868	-	-	-	\$ 90,868
Employees' benefits	92,553	-	-	-	92,553
Power, fuel and electrical					
power	857,847	-	-	-	857,847
Repairs and maintenance	521,231	-	-	-	521,231
Other contractual	18,510	-	-	-	18,510
Operating supplies	27,947	-	-	-	27,947
Gas and oil	<u>8,509</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>8,509</u>
Total production expenses	<u>\$1,617,465</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>\$ 1,617,465</u>
Transmission and Distribution:					
Salaries and wages	\$ 473,698	-	-	-	\$ 473,698
Employees' benefits	333,646	-	-	-	333,646
Repairs and maintenance	295,836	-	-	-	295,836
Vehicle insurance	6,809	-	-	-	6,809
Other contractual	9,921	-	-	-	9,921
Gas and oil	38,019	-	-	-	38,019
Other	<u>6,389</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,389</u>
Total transmission and distribution expenses	<u>\$1,164,318</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>\$ 1,164,318</u>

The notes to the financial statements are an integral part of this statement.

CITY OF LIBERAL, KANSAS

Statement 6
(Continued)STATEMENT OF REVENUES, EXPENSES AND CHANGES
IN FUND NET POSITION – PROPRIETARY FUNDS

For the year ended December 31, 2022

	Business-Type Activities				Totals
	Water	Wastewater	Solid Waste	Airport	
<u>Operating Expenses (Continued)</u>					
Pick-up Service:					
Salaries and wages	-	-	\$ 556,300	-	\$ 556,300
Employees' benefits	-	-	410,887	-	410,887
Repairs and maintenance	-	-	132,310	-	132,310
Landfill service	-	-	536,452	-	536,452
Other contractual	-	-	4,318	-	4,318
Gas and oil	-	-	131,873	-	131,873
Equipment and vehicle ins.	-	-	28,534	-	28,534
Operational supplies	-	-	92,287	-	92,287
Total pick-up service exp.	-	-	\$1,892,961	-	\$ 1,892,961
Plant Operations:					
Salaries and wages	-	\$ 301,402	-	-	\$ 301,402
Employees' benefits	-	248,469	-	-	248,469
Utilities	-	424,288	-	-	424,288
Repairs and maintenance	-	5,221	-	-	5,221
Other contractual	-	210	-	-	210
Operating supplies	-	47,001	-	-	47,001
Gas and oil	-	9,455	-	-	9,455
Total plant operations expense	-	\$1,036,046	-	-	\$ 1,036,046
Line Operations:					
Salaries and wages	-	\$ -	-	-	\$ -
Employees' benefits	-	6,196	-	-	6,196
Repairs and maintenance	-	78,821	-	-	78,821
Telephone	-	3,111	-	-	3,111
Operating supplies	-	6,840	-	-	6,840
Gas and oil	-	21,365	-	-	21,365
Total line operations exp.	-	\$ 116,333	-	-	\$ 116,333

The notes to the financial statements are an integral part of this statement.

CITY OF LIBERAL, KANSAS

Statement 6
(Continued)STATEMENT OF REVENUES, EXPENSES AND CHANGES
IN FUND NET POSITION – PROPRIETARY FUNDS

For the year ended December 31, 2022

	Business-Type Activities				Totals
	Water	Wastewater	Solid Waste	Airport	
<u>Operating Expenses (Continued)</u>					
Administrative, General and Billings:					
Salaries and wages	\$ 226,211	\$ 246,394	\$ -	\$ 193,830	\$ 666,435
Employees' benefits	167,067	162,608	-	147,643	477,318
Repairs and maintenance	32,090	6,370	-	96,476	134,936
Audit and legal fees	8,000	6,050	6,000	5,000	25,050
Travel and meetings	5,575	3,096	-	13,782	22,453
Office supplies and expenses	3,892	5,882	-	3,803	13,577
Sales tax	48,060	-	-	-	48,060
Property taxes	-	-	-	39,118	39,118
Utilities and telephone	29,695	13,571	15,210	49,821	108,297
Insurance	38,225	34,745	-	32,739	105,709
Depreciation	442,451	44,666	6,661	(232,577)	261,201
Laboratory expense	-	41,893	-	-	41,893
State water plan	35,730	-	-	-	35,730
Franchise fees	250,000	100,000	100,000	-	450,000
Bad debt expense	(22)	(32)	(787)	-	(841)
Engineering fees	5,439	1,898	-	180,893	188,230
Clean drinking water fee	33,497	-	-	-	33,497
Other	56,616	15,771	-	37,921	110,308
Administration	<u>776,000</u>	<u>400,000</u>	<u>357,000</u>	<u>15,170</u>	<u>1,548,170</u>
Total administrative exp.	<u>\$2,158,526</u>	<u>\$1,082,912</u>	<u>\$ 484,084</u>	<u>\$ 583,619</u>	<u>\$ 4,309,141</u>
Total operating exp.	<u>\$4,940,309</u>	<u>\$2,235,291</u>	<u>\$2,377,045</u>	<u>\$ 583,619</u>	<u>\$10,136,264</u>
Net Operating Income	<u>\$1,694,004</u>	<u>\$1,445,394</u>	<u>\$ 33,257</u>	<u>\$ (325,500)</u>	<u>\$ 2,847,155</u>

The notes to the financial statements are an integral part of this statement.

CITY OF LIBERAL, KANSAS

Statement 6
(Continued)STATEMENT OF REVENUES, EXPENSES AND CHANGES
IN FUND NET POSITION – PROPRIETARY FUNDS

For the year ended December 31, 2022

	<u>Business-Type Activities</u>				
	<u>Water</u>	<u>Wastewater</u>	<u>Solid Waste</u>	<u>Airport</u>	<u>Totals</u>
<u>Non-Operating Revenue (Expense)</u>					
Interest income	\$ 26,623	\$ 7,384	\$ 2,657	\$ 2,357	\$ 39,021
Royalty income	-	-	-	20,096	20,096
Interest and fiscal charges	(83,629)	(644,877)	-	-	(728,506)
Amortization of deferred bond cost	(2,901)	-	-	-	(2,901)
Accretion of deferred bond premium	-	-	-	-	-
Grants and other funding	-	21,000	-	229,091	250,091
Gain (loss) on disposal of assets	-	-	-	-	-
Transfer in (out)	-	-	-	184,212	184,212
Total non-operating revenue (expense)	<u>\$ (59,907)</u>	<u>\$ (616,493)</u>	<u>\$ 2,657</u>	<u>\$ 435,756</u>	<u>\$ (237,987)</u>
Change in Net Position	\$ 1,634,097	\$ 828,901	\$ 35,914	\$ 110,256	\$ 2,609,168
Net Position, Beginning of year	<u>14,363,381</u>	<u>12,070,926</u>	<u>1,273,956</u>	<u>12,136,407</u>	<u>39,844,670</u>
Net Position, End of year	<u>\$15,997,478</u>	<u>\$12,899,827</u>	<u>\$1,309,870</u>	<u>\$12,246,663</u>	<u>\$42,453,838</u>

The notes to the financial statements are an integral part of this statement.

CITY OF LIBERAL, KANSAS

Statement 7

STATEMENT OF CASH FLOWS – PROPRIETARY FUNDS

For the year ended December 31, 2022

	Business-Type Activities				
	<u>Water</u>	<u>Wastewater</u>	<u>Solid Waste</u>	<u>Airport</u>	<u>Totals</u>
<u>Cash Flows from Operating Activities</u>					
Cash received from customers	\$ 6,408,070	\$ 3,627,172	\$ 2,372,832	\$ 269,299	\$12,677,373
Cash paid to suppliers and employees	(4,205,718)	(2,107,381)	(2,143,993)	(782,691)	(9,239,783)
Other sales and miscellaneous income	<u>31,958</u>	<u>12,220</u>	<u>2,810</u>	<u>-</u>	<u>46,988</u>
Net cash provided (used) by operating activities	\$ <u>2,234,310</u>	\$ <u>1,532,011</u>	\$ <u>231,649</u>	\$ <u>(513,392)</u>	\$ <u>3,484,578</u>
<u>Cash Flows from Non-Capital Financing Activities</u>					
Interest paid	\$ (98,629)	\$ (605,687)	-	\$ -	\$ (704,316)
Grant income	<u>-</u>	<u>21,000</u>	<u>-</u>	<u>229,091</u>	<u>250,091</u>
Net cash provided (used) by non-capital financing activities	\$ <u>(98,629)</u>	\$ <u>(584,687)</u>	<u>-</u>	\$ <u>229,091</u>	\$ <u>(454,225)</u>
<u>Cash Flows from Capital and Related Financing Activities</u>					
Acquisition of capital assets	\$ (61,204)	\$ (5,656,402)	\$ (12,800)	\$ -	\$ (5,730,406)
Operating transfer in (out)	-	-	-	184,212	184,212
Payment on lease purchase contract	(132,723)	(199,357)	-	-	(332,080)
Payment on general obligation bonds	<u>(530,987)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(530,987)</u>
Net cash provided (used) for capital and related financing activities	\$ <u>(724,914)</u>	\$ <u>(5,855,759)</u>	\$ <u>(12,800)</u>	\$ <u>184,212</u>	\$ <u>(6,409,261)</u>
<u>Cash Flows from Investing Activities</u>					
Interest income	\$ 26,711	\$ 7,414	\$ 2,681	\$ 2,367	\$ 39,173
Royalty revenue	<u>-</u>	<u>-</u>	<u>-</u>	<u>20,096</u>	<u>20,096</u>
Net cash provided by investing activities	\$ <u>26,711</u>	\$ <u>7,414</u>	\$ <u>2,681</u>	\$ <u>22,463</u>	\$ <u>59,269</u>
Net Increase (Decrease) in Cash and Cash Equivalents	\$ 1,437,478	\$ (4,901,021)	\$ 221,530	\$ (77,626)	\$ (3,319,639)
Cash and Cash Equivalents at Beginning of Year	<u>4,984,926</u>	<u>749,262</u>	<u>995,872</u>	<u>550,914</u>	<u>7,280,974</u>
Cash and Cash Equivalents at End of Year	\$ <u>6,422,404</u>	\$ <u>(4,151,759)</u>	\$ <u>1,217,402</u>	\$ <u>473,288</u>	\$ <u>3,961,335</u>

The notes to the financial statements are an integral part of this statement.

CITY OF LIBERAL, KANSAS

Statement 7
(Continued)STATEMENT OF CASH FLOWS – PROPRIETARY FUNDS

For the year ended December 31, 2022

	Business-Type Activities				
	<u>Water</u>	<u>Wastewater</u>	<u>Solid Waste</u>	<u>Airport</u>	<u>Totals</u>
<u>Reconciliation of Operating Income (Loss) to Net Cash</u>					
<u>Provided (Used) by Operating Activities</u>					
Operating Income (Loss)	\$ <u>1,694,004</u>	\$ <u>1,445,394</u>	\$ <u>33,257</u>	\$ <u>(325,500)</u>	\$ <u>2,847,155</u>
Adjustments to Reconcile Operating Income to Net Cash					
Provided (Used) by Operating Activities:					
Depreciation expense	\$ 442,451	\$ 44,666	\$ 6,661	\$ (232,577)	\$ 261,201
Changes in Assets and Liabilities:					
Decrease (increase) in accounts receivable	(161,996)	(41,325)	(34,254)	9,766	(227,809)
Decrease (increase) in prepaid expenses	(3,811)	(1,150)	(641)	456	(5,146)
Decrease (increase) in inventory	(27,828)	(5,578)	42,029	10,761	19,384
(Decrease) increase in unapplied credits	(32,311)	-	(1,193)	1,414	(32,090)
(Decrease) increase in accrued compensated absences	15,066	(6,394)	(2,083)	251	6,840
(Decrease) increase in accounts payable	24,266	(86,749)	(5,559)	(52,864)	(120,906)
(Decrease) increase in accrued salaries	(8,012)	(11,369)	(5,455)	(770)	(25,606)
(Decrease) increase in net pension obligation	<u>292,481</u>	<u>194,516</u>	<u>198,887</u>	<u>75,671</u>	<u>761,555</u>
Total adjustments	\$ <u>540,306</u>	\$ <u>86,617</u>	\$ <u>198,392</u>	\$ <u>(187,892)</u>	\$ <u>637,423</u>
Net Cash Provided by Operating Activities	\$ <u>2,234,310</u>	\$ <u>1,532,011</u>	\$ <u>231,649</u>	\$ <u>(513,392)</u>	\$ <u>3,484,578</u>

The notes to the financial statements are an integral part of this statement.

CITY OF LIBERAL, KANSAS

Statement 8

STATEMENT OF NET POSITION
FIDUCIARY FUNDS
 December 31, 2022

	<u>Agency Funds</u>						
	<u>Insurance</u>	<u>Municipal Court</u>	<u>Health Insurance Reserve</u>	<u>Employee Cafeteria Fund</u>	<u>Payroll Fund</u>	<u>Evidence Fund</u>	<u>Total</u>
ASSETS							
Cash, including time deposits	\$ <u>(150,011)</u>	\$ <u>17,100</u>	\$ <u>352,657</u>	\$ <u>1,448</u>	<u>-</u>	\$ <u>24,754</u>	\$ <u>245,948</u>
LIABILITIES							
Due others	\$ <u>(150,011)</u>	\$ <u>17,100</u>	\$ <u>352,657</u>	\$ <u>1,448</u>	<u>-</u>	\$ <u>24,754</u>	\$ <u>245,948</u>

The notes to the financial statements are an integral part of this statement.

CITY OF LIBERAL, KANSAS

Statement 9

STATEMENT OF CHANGES IN NET POSITION
FIDUCIARY FUNDS
December 31, 2022

	<u>Insurance</u>	<u>Municipal Court</u>	<u>Health Insurance Reserve</u>	<u>Employee Cafeteria Fund</u>	<u>Payroll Fund</u>	<u>Evidence Fund</u>	<u>Total</u>
ADDITIONS							
Payroll withholdings and employer taxes and benefits	\$7,612,787	\$ -	\$ 1,745	\$ 2,117	\$ 8,177	\$ -	\$7,624,826
Bonds posted	<u>-</u>	<u>56,505</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>18,584</u>	<u>75,089</u>
Total additions	<u>\$7,612,787</u>	<u>\$ 56,505</u>	<u>\$ 1,745</u>	<u>\$ 2,117</u>	<u>\$ 8,177</u>	<u>\$ 18,584</u>	<u>\$7,699,915</u>
DEDUCTIONS							
Personnel services	\$7,515,943	\$ -	-	\$ 1,871	\$ 8,227	\$ -	\$7,526,041
Contractual services	<u>-</u>	<u>55,153</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>46,185</u>	<u>101,338</u>
Total deductions	<u>\$7,515,943</u>	<u>\$ 55,153</u>	<u>-</u>	<u>\$ 1,871</u>	<u>\$ 8,227</u>	<u>\$ 46,185</u>	<u>\$7,627,379</u>
Change in Net Position	\$ 96,844	\$ 1,352	\$ 1,745	\$ 246	\$ (50)	\$ (27,601)	\$ 72,536
Net Position – Beginning of Year	<u>(246,855)</u>	<u>15,748</u>	<u>350,912</u>	<u>1,202</u>	<u>50</u>	<u>52,355</u>	<u>173,412</u>
Net Position – End of Year	<u>\$ (150,011)</u>	<u>\$ 17,100</u>	<u>\$352,657</u>	<u>\$ 1,448</u>	<u>-</u>	<u>\$ 24,754</u>	<u>\$ 245,948</u>

The notes to the financial statements are an integral part of this statement.

CITY OF LIBERAL, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2022

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of Liberal, Kansas is a municipal corporation governed by an elected five-member commission. The City's major operations include police and fire protection, library, parks, recreation, public works and general administrative services. In addition, the City owns and operates a water, wastewater and solid waste system.

The accounting and reporting policies of the City relating to the funds included in the accompanying basic financial statements conform to accounting principles generally accepted in the United States of America applicable to state and local governments. Generally accepted accounting principles for local governments include those principles prescribed by the Governmental Accounting Standards Board (GASB), the American Institute of Certified Public Accountants in the publication entitled Audits of State and Local Governmental Units and by the Financial Accounting Standards Board (when applicable). As allowed in Section P80 of GASB's Codification of Governmental Accounting and Financial Reporting Standards, the City has elected not to apply Financial Accounting Standards Board Statements and Interpretations, Accounting Principles Board Opinions, and Accounting Research Bulletins of the Committee of Accounting Procedure issued after November 30, 1989. The more significant accounting policies of the City are described below.

A. Financial Reporting Entity

The City's basic financial statements include the accounts of all City operations. The criteria for including organizations as component units within the City's reporting entity, as set forth in Section 2100 of GASB's Codification of Governmental Accounting and Financial Reporting Standards, include whether:

- the organization is legally separate (can sue and be sued in their own name)
- the City holds the corporate powers of the organization
- the City appoints a voting majority of the organization's board
- the City is able to impose its will on the organization
- the organization has the potential to impose a financial benefit/burden on the City
- there is fiscal dependency by the organization on the City

CITY OF LIBERAL, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2022

(Continued)

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

A. Financial Reporting Entity (Continued)

Discretely presented component units of the City of Liberal, Kansas are as follows:

1. Housing Authority – An appointed City board operates the City’s housing projects. The authority can sue and be sued, and can buy, sell or lease real property. Bond issuances must be approved by the City. The authority has a year end of September 30. Copies of the financial statements may be obtained from the Housing Authority located at Parklane Towers, 1401 N. New York Ave., Liberal, Kansas.
2. Library Board – An appointed City board operates the municipal library. The City Commissioners must approve acquisition or disposition of real property. Bond issuances must also be approved by the City’s governing body. Copies of the financial statements may be obtained from the Library located at 519 N. Kansas, Liberal, Kansas.

B. Government-Wide and Fund Financial Statements

Government-Wide Financial Statements

The statement of net position and statement of activities display information about the City (primary government) as a whole. They include all funds of the reporting entity except for fiduciary funds. For the most part, the effect of interfund activity has been removed from these statements. The statements distinguish between governmental and business-type activities. Governmental activities generally are financed through taxes, intergovernmental revenues and other nonexchange revenues. Business-type activities are financed in whole or in part by fees charged to external parties for goods or services.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

CITY OF LIBERAL, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2022

(Continued)

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

B. Government-Wide and Fund Financial Statements (Continued)

Fund Financial Statements

Fund financial statements of the reporting entity are organized into funds each on which are considered to be separate accounting entities. Each fund is accounted for by providing a separate set of self-balancing accounts that constitute its assets, liabilities, fund equity, revenues and expenditures/expenses. Funds are organized into three major categories: governmental, proprietary and fiduciary. An emphasis is placed on major funds within the governmental and proprietary categories. A fund is considered major if it is the primary operating fund of the City or meets the following criteria:

1. Total assets, liabilities, revenues or expenditures/expenses of that individual governmental or enterprise fund are at least 10 percent of the corresponding total for all funds of that category or type, and
2. Total assets, liabilities, revenues or expenditures/expenses of that individual governmental fund or enterprise fund are at least 5 percent of the corresponding total for all governmental and enterprise funds combined.

The funds of the financial reporting entity are described below:

Governmental Funds:

General Fund

The General Fund is the primary operating fund of the City and is always classified as a major fund. It is used to account for all activities except those legally or administratively required to be accounted for in other funds.

Special Revenue Funds

Special Revenue Funds are used to account for the proceeds of specific revenue sources (other than special assessments or major capital projects) that are legally or administratively restricted to expenditures for certain purposes.

CITY OF LIBERAL, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2022

(Continued)

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

B. Government-Wide and Fund Financial Statements (Continued)

Governmental Funds (Continued):

Capital Projects Fund

The Capital Projects Fund is used to account for resources restricted for the acquisition or construction of specific capital projects or items (other than those financed by enterprise funds). The reporting entity includes only one Capital Projects Fund and it is used to account for the acquisition of capital assets with transfers made from the General Fund.

Debt Service Fund

The Debt Service Fund accounts for the accumulation of financial resources for the payment of interest and principal on the general long-term debt and the financing of special assessments that are general obligations of the City (other than debt service payments made by enterprise funds).

Proprietary Fund:

Enterprise Fund

Enterprise Funds are used to account for business-like activities provided to the general public. These activities are financed primarily by user charges and the measurement of financial activity focuses on net income measurement similar to the private sector.

Fiduciary Funds (Not included in government-wide statements):

Agency Funds

Agency funds account for assets held by the City in a purely custodial capacity. Since agency funds are custodial in nature (i.e. assets equal liabilities), they do not involve the measurement of results of operations.

CITY OF LIBERAL, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2022

(Continued)

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

B. Government-Wide and Fund Financial Statements (Continued)

Separate financial statements are provided for governmental funds, proprietary funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

The government reports the following major governmental funds:

The General Fund is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The Capital Projects Fund accounts for financial resources segregated for the acquisition of major capital facilities (other than those financed by enterprise funds).

The Debt Service Fund accounts for the resources accumulated and payments made for principal and interest on long-term general obligation debt of governmental funds.

CITY OF LIBERAL, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2022

(Continued)

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation (Cont.)

The government reports the following major proprietary funds:

The Water Fund accounts for the water services to residents of the City and some residents of the County.

The Wastewater Fund accounts for the wastewater services to residents of the City and some residents of the County.

The Solid Waste Fund accounts for the pick-up service of trash and garbage to the residents of the City and some residents of the County.

The Airport Fund accounts for all income and revenue derived from the operations of the Airport Industrial Park.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's proprietary funds are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

D. Assets, Liabilities and Net Position or Equity

Cash and Cash Equivalents

For the purpose of the Statement of Net Position, "cash, including time deposits" includes all demand and savings accounts and certificates of deposits of the City. For the purposes of the proprietary fund Statement of Cash Flows, "cash and cash equivalents" includes all demand and savings accounts and certificates of deposits or short-term investments with an original maturity of three months or less.

CITY OF LIBERAL, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2022

(Continued)

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Assets, Liabilities and Net Position or Equity (Continued)

Receivables and Payables

Activity between funds that are outstanding at the end of the fiscal year are referred to as “due to/from other funds”. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as “internal balances.”

The City records water revenue billed to its customers when meters are read on a monthly basis. Charges for sewage treatment and refuse services are billed monthly.

Only amounts of delinquent tax collected by the County Treasurer are included as receivables. Records of back tax are such that it is impracticable to ascertain the amounts that represent receivables.

Receivables of the general and special revenue funds are not available as resources that can be used to finance the current year operations of the City and, consequently, are offset by reserves in the fund statements for control purposes.

With the exception of back taxes, accounts receivable, which were considered doubtful as to collectability, have been charged off. Therefore, a provision for uncollectible accounts has not been recognized for statement presentation.

Inventories and Prepaid Items

Inventories in the general fund consist of expendable supplies held for the City’s use and are carried at cost using the first-in, first-out method. Inventories are expensed when purchased for fund financials and expensed when used for government-wide financials.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in the government-wide financial statements.

CITY OF LIBERAL, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2022

(Continued)

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Assets, Liabilities and Net Position or Equity (Continued)

Capital Assets

Capital assets purchased or acquired with an original cost of \$2,500 or more are reported at historical cost or estimated historical cost. Contributed assets are reported at fair market value as of the date received. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Depreciation on all assets is provided on the straight-line basis over the following estimated useful lives:

Buildings and improvements	30 to 50 years
Motor vehicles and motorized equipment	3 to 7 years
Furniture, machinery and equipment	5 to 8 years
Extensions	50 years
Infrastructure	20 to 90 years

The City has a collection of airplanes presented for public exhibition and education that is being preserved for future generations. The proceeds from sales of any pieces of the collection are used to purchase other acquisitions. The collection is not capitalized or depreciated as part of capital assets.

Compensated Absences

The City accrues accumulated unpaid vacation when earned (or estimated to be earned) by the employee. Sick leave is not required to be accrued as of December 31, 2022.

Long-Term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities or business-type activities statement of net position. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as deferred charges and amortized over the term of the related debt.

CITY OF LIBERAL, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2022

(Continued)

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Assets, Liabilities and Net Position or Equity (Continued)

Long-Term Obligations (Continued)

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Government-Wide and Proprietary Fund Net Position

Government-wide and proprietary fund net position is divided into three components:

Net Investment in Capital Assets – Consist of the historical cost of capital assets less accumulated depreciation and less any debt that remains outstanding that was used to finance those assets.

Restricted Net Position – Consists of net position that is restricted by the City's creditors (for example, through debt covenants), by the state enabling legislation (through restrictions on shared revenues), by grantors (both federal and state), and by other contributors.

Unrestricted – All other net position is reported in this category.

Governmental Fund Balances

In the governmental fund financial statements, fund balances are classified as follows:

Nonspendable – Amounts that cannot be spent either because they are in a nonspendable form or because they are legally or contractually required to be maintained intact.

Restricted – Amounts that can be spent only for specific purposes because of the City Code, state or federal laws, or externally imposed conditions by grantors or creditors.

CITY OF LIBERAL, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2022

(Continued)

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Assets, Liabilities and Net Position or Equity (Continued)

Governmental Fund Balances (Continued)

Committed – Amounts that can be used only for specific purposes determined by a formal action by City Commission ordinance or resolution.

Assigned – Amounts that are designated by City officials for a particular purpose.

Unassigned – All amounts not included in other spendable classifications.

When an expense is incurred that can be paid using either restricted or unrestricted resources (net position), the City's policy is to first apply the expense toward restricted resources and then toward unrestricted resources. In governmental funds, the City's policy is to first apply the expenditure toward restricted fund balance and then to other, less restrictive classifications – committed and then assigned fund balances before using unassigned fund balances.

E. Revenues, Expenditures and Expenses

Revenues

Substantially all governmental fund revenues are accrued. Subsidies and grants to proprietary funds, which finance either capital or current operations, are reported as nonoperating revenue based on GASB 33. In applying GASB Statement No. 33 to grant revenues, the provider recognizes liabilities and expenses and the recipient recognizes receivables and revenue when the applicable eligibility requirements, including time requirements, are met. Resources transmitted before the eligibility requirements are met are reported as advances by the provider and deferred revenue by the recipient.

Collection of current year property taxes by the County Treasurer is not completed, apportioned, nor distributed to the various subdivisions until the succeeding year, such procedure being in conformity with governing state statutes. Consequently, current year property taxes receivable are not available as a resource that can be used to finance the current year operations of the City and, therefore, are not susceptible to accrual.

CITY OF LIBERAL, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2022

(Continued)

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. Revenues, Expenditures and Expenses (Continued)

Expenditures

Expenditures are recognized when the related fund liability is incurred. Inventory costs are reported in the period when inventory items are used, rather than in the period purchased. Principal and interest on general long-term debt, which has not matured, are recognized when paid. Allocations of costs, such as depreciation and amortization, are not recognized in the governmental funds.

Note 2: STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

A. Budget Requirements, Accounting and Reporting

Requirements for all funds:

A. Annual budgets are adopted for most City funds. Such budgets are based on expected expenditures by program within a fund and estimated resources by source for all funds. Kansas statutes require that an annual operating budget be legally adopted for the general fund, special revenue funds (unless specifically exempted by statute), debt service funds, and enterprise funds. Although directory rather than mandatory, the statutes provide for the following sequence and timetable in the adoption of the legal annual operating budget:

- a. Preparation of the budget for the succeeding calendar year on or before August 1st.
- b. Publication in local newspaper on or before August 5th of the proposed budget and notice of public hearing on the budget.
- c. Public hearing on or before August 15th, but at least ten days after publication of notice of hearing.
- d. Adoption of the final budget on or before August 25th.

If the City of Liberal is holding a revenue neutral rate hearing, the budget timeline for adoption of the final budget has been adjusted to on or before September 20th. The City of Liberal did hold a revenue neutral rate hearing for this year.

CITY OF LIBERAL, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2022

(Continued)

Note 2: STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY (Continued)

A. Budget Requirements, Accounting and Reporting (Continued)

- B. For day-to-day management control, expenditures plus encumbrances may not exceed budget at the expenditure-type (i.e., personnel services, other operations and maintenance, etc.) level of each cost center (activity within a program within a fund).
- C. The statutes allow for the governing body to increase the originally adopted budget for previously unbudgeted increases in revenue other than ad valorem property taxes. To do this, a notice of public hearing to amend the budget must be published in the local newspaper. At least ten days after publication, the hearing may be held and the governing body may amend the budget at that time. Any unused budgeted expenditure authority lapses at year end.
- D. The statutes permit transferring budgeted amounts between line items within an individual fund. However, such statutes prohibit expenditures in excess of the total amount of the adopted budget of expenditures of individual funds.
- E. Budgetary comparison schedules are presented in the Supplemental Section as Required Supplementary Information. The budgetary basis is the modified accrual basis of accounting with encumbrances included as actual.
- F. A legal operating budget is not required for capital projects funds, fiduciary type funds, and the following special revenue funds:
 - a. Municipal Equipment Fund
 - b. Bequest Fund
 - c. Diversion Program Fund
 - d. Cemetery Perpetual Fund
 - e. Fire Insurance Proceeds Fund
 - f. Police Step Grant Fund
 - g. Nighttime Seatbelt Grant Fund
 - h. Edward Byrne Memorial Fund

Spending in funds, which are not subject to the legal annual operating budget requirement is controlled by federal regulations, other statutes, or by the use of internal spending limits established by the governing body.

CITY OF LIBERAL, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2022

(Continued)

Note 2: STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY (Continued)

A. Budget Requirements, Accounting and Reporting (Continued)

G. During the year ended December 31, 2022 the City did not over expend the legal operating budget in any fund.

B. Encumbrances

Encumbrances represent commitments related to unperformed contracts for goods or services. Encumbrance accounting, under which purchase orders, contracts and other commitments for the expenditure of resources are recorded to reserve that portion of the applicable appropriation, is used in the governmental funds. For budgetary purposes, appropriations lapse at fiscal year end, except for the portion related to encumbered amounts. Encumbrances outstanding at year end are reported as reservations of fund balances and do not constitute expenditures or liabilities because the commitment will be honored during the subsequent year.

Note 3: DEPOSITS AND INVESTMENTS

K.S.A. 9-1401 establishes the depositories which may be used by the City of Liberal. The statute requires banks eligible to hold the City of Liberal's funds have a main or branch bank in the county in which the City of Liberal is located, or in an adjoining county if such institution has been designated as an official depository, and the banks provide an acceptable rate of return on funds. In addition, K.S.A. 9-1402 requires the banks to pledge securities for deposits in excess of FDIC coverage. The City of Liberal has no other policies that would further limit interest rate risk.

K.S.A. 12-1675 limits the City of Liberal's investment of idle funds to time deposits, open accounts, and certificates of deposit with allowable financial institutions; U.S. government securities; temporary notes; no-fund warrants; repurchase agreements; and the Kansas Municipal Investment Pool. The City of Liberal has no investment policy that would further limit its investment choices.

Custodial Credit Risk – Deposits – Custodial credit risk for deposits is the risk that in the event of a bank failure, the City of Liberal's deposits may not be returned or the City of Liberal will not be able to recover collateral securities in the possession of an outside party.

CITY OF LIBERAL, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2022

(Continued)

Note 3: DEPOSITS AND INVESTMENTS (Continued)

The City of Liberal's policy requires deposits to be 100 percent secured by collateral valued at market or par, whichever is lower, less the amount covered by the Federal Deposit Insurance Corporation (FDIC). Deposited funds may be invested in certificates of deposit in institutions with an established record of fiscal health and service, as determined by a rating of C minus or above by independent rating agencies. Collateral agreements must be approved prior to deposit of funds as provided by law. The City of Liberal Commission approves and designates a list of authorized depository institutions based on evaluation of solicited responses and certifications provided by financial institutions and recommendations of an evaluation committee and/or the City of Liberal Finance Director. Custodial credit risk for deposits is not formally addressed by bond indentures or pension trust policy. Indentures require that restricted deposits be maintained by the trustee bank specified in the indenture. Pension trust investment policy restricts uninvested cash to minimal balances generally covered by the FDIC.

Deposits of the City of Liberal's reporting entity are insured or collateralized with securities held by the City of Liberal, its agent, or by the pledging financial institutions' trust department or agent in the name of the City of Liberal or applicable public trust.

At December 31, 2022, the City of Liberal's carrying amount of deposits, including certificates of deposit, was \$21,288,928 and the bank balance was \$21,943,252. Of the bank balance, \$1,000,000 was covered by federal depository insurance and the remaining \$21,943,251 was collateralized with securities held by the pledging financial institution's agent in the City of Liberal's name.

Custodial Credit Risk – Investments – For an investment, this is the risk that, in the event of the failure of the issuer or counterparty, the City of Liberal will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. State statutes require investments to be adequately secured.

CITY OF LIBERAL, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2022

(Continued)

Note 3: DEPOSITS AND INVESTMENTS (Continued)

As of December 31, 2022, the City of Liberal's reporting entity had the following investments:

<u>Types of Investments</u>	<u>Fair Value/ Carrying Amount</u>	<u>Cost</u>	<u>Credit Risk</u>
Primary Government			
<u>Pooled Investments</u>			
Kansas Municipal Investment Pool:			
General Government	\$9,592,854	\$9,592,854	
Health Insurance Reserve	158,395	158,395	

Government pools are considered a cash equivalent on the government-wide statement of net position.

City Investment Policy

The City of Liberal's current investment policy is complying with state statutes as to type of investments allowed. The City is currently in the process of developing a policy that will be more detailed in the assessment of credit risk and interest rate risk.

The City has historically only used investments in U.S. Agency Notes with short-term maturities. These policies have left the City with relatively low levels of credit risk and interest rate risk.

CITY OF LIBERAL, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2022

(Continued)

Note 4: CAPITAL ASSETS AND DEPRECIATION

Capital asset activity for the year ended December 31, 2022 was as follows:

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Transfers</u>	<u>Ending Balance</u>
Governmental Activities:					
Capital Assets, not Being Depreciated:					
Land	\$ 2,060,804	\$ -	\$ 243,005	-	\$ 1,817,799
Construction in progress	<u>22,847,185</u>	<u>3,452,297</u>	<u>-</u>	<u>-</u>	<u>26,299,482</u>
Total capital assets, not being depreciated	<u>\$24,907,989</u>	<u>\$ 3,452,297</u>	<u>\$ 243,005</u>	<u>-</u>	<u>\$28,117,281</u>
Capital Assets, Being Depreciated:					
Buildings	\$ 9,428,724	\$ -	\$ 841,357	\$ -	\$ 8,587,367
Structures and improvements other than buildings	9,786,242	-	870,388	13,680,785	22,596,639
Machinery, equipment, furniture and fixtures	5,953,958	564,504	916,186	50,619	5,652,895
Vehicles	6,034,571	271,874	314,276	25,850	6,018,019
Streets and other assets	<u>64,291,818</u>	<u>-</u>	<u>428,499</u>	<u>(13,680,785)</u>	<u>50,182,534</u>
Total capital assets, being depreciated	<u>\$95,495,313</u>	<u>\$ 836,378</u>	<u>\$3,370,706</u>	<u>\$ 76,469</u>	<u>\$93,037,454</u>
<u>Less</u> – Accumulated Depreciation for:					
Buildings	\$ 6,506,644	\$ -	\$ 94,425	\$ -	\$ 6,412,219
Structures and improvements other than buildings	5,730,238	-	588,283	-	5,141,955
Machinery, equipment, furniture and fixtures	4,665,602	3,112	207,506	50,619	4,511,827
Vehicles	5,667,268	13,117	299,543	25,850	5,406,692
Streets and other assets	<u>42,605,617</u>	<u>-</u>	<u>1,744,492</u>	<u>-</u>	<u>40,861,125</u>
Total accumulated depreciation	<u>\$65,175,369</u>	<u>\$ 16,229</u>	<u>\$2,934,249</u>	<u>\$ 76,469</u>	<u>\$62,333,818</u>
Total Capital Assets, Being Depreciated, Net	<u>\$30,319,944</u>	<u>\$ 820,149</u>	<u>\$ 436,457</u>	<u>-</u>	<u>\$30,703,636</u>
Governmental Activities Capital Assets, Net	<u>\$55,227,933</u>	<u>\$ 4,272,446</u>	<u>\$ 679,462</u>	<u>-</u>	<u>\$58,820,917</u>

CITY OF LIBERAL, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2022

(Continued)

Note 4: CAPITAL ASSETS AND DEPRECIATION (Continued)

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Transfers</u>	<u>Ending Balance</u>
Business-Type Activities:					
Capital Assets, not Being Depreciated:					
Land	\$ 4,149,500	\$ -	-	-	\$ 4,149,500
Construction in progress	<u>44,603,832</u>	<u>5,608,928</u>	<u>-</u>	<u>-</u>	<u>50,212,760</u>
Total capital assets, not being depreciated	<u>\$48,753,332</u>	<u>\$ 5,608,928</u>	<u>-</u>	<u>-</u>	<u>\$54,362,260</u>
Capital Assets, Being Depreciated:					
Buildings	\$10,299,429	\$ -	\$ 57,300	\$ -	\$10,242,129
Structures and improvements other than buildings	41,838,677	2,323,185	191,744	-	43,970,118
Machinery, equipment, furniture and fixtures	6,679,669	127,303	99,445	(50,619)	6,656,908
Vehicles	<u>2,423,327</u>	<u>44,794</u>	<u>52,475</u>	<u>(25,850)</u>	<u>2,389,796</u>
Total capital assets, being depreciated	<u>\$61,241,102</u>	<u>\$ 2,495,282</u>	<u>\$ 400,964</u>	<u>\$ (76,469)</u>	<u>\$63,258,951</u>
<u>Less – Accumulated Depreciation for:</u>					
Buildings	\$ 9,173,686	\$ 330,598	\$ 57,300	\$ -	\$ 9,446,984
Structures and improvements other than buildings	25,430,366	1,122,537	-	-	26,552,903
Machinery, equipment, furniture and fixtures	4,972,776	754,045	97,606	(50,619)	5,578,596
Vehicles	<u>2,004,778</u>	<u>260,091</u>	<u>78,325</u>	<u>(25,850)</u>	<u>2,160,694</u>
Total accumulated depreciation	<u>\$41,581,606</u>	<u>\$ 2,467,271</u>	<u>\$ 233,231</u>	<u>\$ (76,469)</u>	<u>\$43,739,177</u>
Total Capital Assets, Being Depreciated, Net	<u>\$19,659,496</u>	<u>\$ 28,011</u>	<u>\$ 167,733</u>	<u>-</u>	<u>\$19,519,774</u>
Business-Type Activities Capital Assets, Net	<u>\$68,412,828</u>	<u>\$ 5,636,939</u>	<u>\$ 167,733</u>	<u>-</u>	<u>\$73,882,034</u>

CITY OF LIBERAL, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2022

(Continued)

Note 4: CAPITAL ASSETS AND DEPRECIATION (Continued)

Depreciation expense was charged to functions/programs of the government as follows:

Governmental Activities:

General Government:

Administration	\$ 38,713
Building inspection	1,005
Utility billing	19

Public Safety:

Police	18,351
Fire	27,460
Municipal Court	2,072
Communications	12,248

Public Works:

Transportation	599
Engineering	476
Recreation	16,550
Arkalon	5,245
Beautification	192
Street lighting	429,556

Community Service:

Golf course	76
Parks	5,213
Swimming Pool	6,218
Cemetery	4,199
Air Museum	237
Convention and Tourism	3,822

Community/Economic Development:

Urban Development and Housing	12
Economic Development	<u>14,739</u>

Total Governmental Activities Depreciation Expense \$ 587,002

Business-Type Activities:

Water	\$ 442,451
Wastewater	44,666
Solid Waste	6,661
Airport	<u>(232,577)</u>

Total Business-Type Activities Depreciation Expense \$ 261,201

CITY OF LIBERAL, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2022

(Continued)

Note 5: INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS

The composition of interfund balances as of December 31, 2022 is as follows:

Interfund Transfers:

<u>Transfer Out</u>	<u>Transfer In</u>	<u>Amount</u>
General Fund	Air Museum Fund	\$ 278,000
	Bequest Fund	35,000
	Communication Center Fund	560,950
	Municipal Equipment Reserve	46,000
	Debt Service Fund	116,265
Tourism Fund	Air Museum Fund	72,000
Street and Drainage	General Fund	125,000
	Debt Service Fund	225,818
Economic Development	Airport	184,212
Total		<u>\$1,643,245</u>

The transfers listed above were made according to the approved budget except for the transfers to the Bond and Interest Fund, which were made in accordance with KSA 12-6a16.

Note 6: LONG-TERM DEBT

Lease Purchase Contracts

The City of Liberal, Kansas has entered into several lease purchase contracts. Contracts outstanding at year end are as follows:

<u>Fund</u>	<u>Interest Rates</u>	<u>Amount</u>
General	2.770%	\$ 351,409
General	2.30%	75,887
General	2.72%	91,508
General	4.13%	46,330
		<u>\$ 565,134</u>

CITY OF LIBERAL, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2022

(Continued)

Note 6: LONG-TERM DEBT (Continued)

Lease Purchase Contracts (Continued)

Lease purchase debt service requirements to maturity, including \$30,378 of interest, are as follows:

<u>Year</u>	<u>General</u> <u>Fund</u>	<u>Water</u> <u>Fund</u>	<u>Total</u>
2023	\$ 203,763	-	\$ 203,763
2024	203,763	-	203,763
2025	163,687	-	163,687
2026	<u>24,299</u>	<u>-</u>	<u>24,299</u>
	<u>\$ 595,512</u>	<u>-</u>	<u>\$ 595,512</u>

KDHE Revolving Loans

The City entered into a loan agreement with the Kansas Department of Health and Environment (KDHE) for the Engineering and Administrative portion of the Sewer Plant & Interceptor Line Project. The loan was entered into on February 2, 2015 with an interest rate of 2.20% and a maximum amount of \$2,985,000. The loan was amended on February 18, 2019 to increase the maximum amount to \$4,274,042 with an interest rate of 2.20%. As of December 31, 2022, \$4,274,042 had been drawn on this loan and the payback amount was \$3,119,488. Principal payments of \$199,156 were made in 2022.

The City entered into a loan agreement with the Kansas Department of Health and Environment (KDHE) for the Construction portion of the Sewer Plant & Interceptor Line Project. The loan was entered into on April 22, 2015 with an interest rate of 2.11% and a maximum amount of \$26,643,080. The loan was amended on February 18, 2019 to increase the maximum amount to \$39,531,880 with an interest rate of 2.11%. As of December 31, 2022, \$32,436,963 had been drawn on this loan and the payback amount was \$26,849,358. Principal payments of \$200 were made in 2022. The payback period for the amount of the loan remaining is 15 years.

CITY OF LIBERAL, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2022

(Continued)

Note 6: LONG-TERM DEBT (Continued)

KDHE Revolving Loans (Continued)

<u>Fund</u>	<u>Interest Rates</u>	<u>Amount</u>
Wastewater	2.20%	\$ 3,119,488
Wastewater	2.11%	<u>26,849,358</u>
		<u>\$29,968,846</u>

KDHE Revolving Loan requirements to maturity, including \$15,443,711 of interest are as follows:

<u>Year</u>	<u>Wastewater Fund</u>
2023	\$ 985,947
2024	3,082,492
2025	3,082,492
2026	3,082,492
2027	3,082,492
2028	3,082,492
2029-2037	<u>29,014,150</u>
	<u>\$45,412,557</u>

CITY OF LIBERAL, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2022

(Continued)

Note 6: LONG-TERM DEBT (Continued)

General Obligation Bonds

The City of Liberal, Kansas issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities. General obligation bonds have been issued for both general government and proprietary activities. These bonds are reported in the proprietary funds if they are expected to be issued to refund both general obligation and revenue bonds.

General obligation bonds are direct obligations and pledge the full faith and credit of the City. These bonds generally are issued as serial bonds with equal amounts of principal maturing each year. General obligation bonds currently outstanding are as follows:

<u>Purpose</u>	<u>Interest Rates</u>	<u>Amount</u>
Governmental activities	1.00% - 3.00%	\$2,586,808
Business-type activities – Water	2.00% - 4.00%	<u>4,853,192</u>
		<u>\$7,440,000</u>

Annual debt service requirements to maturity for general obligation bonds are as follows:

<u>Year</u>	<u>Governmental Activities</u>		<u>Business-Type Activities</u>	
	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>
2023	\$ 359,013	\$ 44,832	\$ 565,987	\$ 78,567
2024	366,601	38,240	573,398	72,730
2025	371,601	31,508	403,398	67,024
2026	241,601	24,470	238,399	61,712
2027	234,191	21,377	245,809	55,640
2028	236,780	18,368	248,220	50,152
2029-2039	<u>777,021</u>	<u>39,316</u>	<u>2,577,981</u>	<u>250,671</u>
	<u>\$2,586,808</u>	<u>\$218,111</u>	<u>\$4,853,192</u>	<u>\$ 636,496</u>

CITY OF LIBERAL, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2022

(Continued)

Note 6: LONG-TERM DEBT (Continued)

Changes in Long-Term Liabilities

Long-term liability activity for the year ended December 31, 2022 was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
Governmental Activities:					
Bonds Payable:					
General obligation bonds	\$ 2,935,821	\$ -	\$ 349,013	\$ 2,586,808	\$ 359,013
Finance leases	748,335	-	183,201	565,134	188,438
Compensated absences	873,007	780,929	873,007	780,929	780,929
Net pension obligation	<u>8,890,493</u>	<u>12,702,167</u>	<u>8,890,493</u>	<u>12,702,167</u>	<u>12,702,167</u>
Governmental activity long-term liabilities	<u>\$13,447,656</u>	<u>\$13,483,096</u>	<u>\$10,295,714</u>	<u>\$16,635,038</u>	<u>\$14,030,547</u>
Business-Type Activities:					
General obligation bonds	\$ 5,384,179	\$ -	\$ 530,987	\$ 4,853,192	\$ 565,987
Finance leases	132,723	-	132,723	-	-
KDHE revolving loan	30,168,203	-	199,357	29,968,846	199,701
Compensated absences	164,278	171,118	164,278	171,118	171,118
Net pension obligation	<u>1,127,893</u>	<u>1,889,448</u>	<u>1,127,893</u>	<u>1,889,448</u>	<u>1,889,448</u>
Business-type activity long-term liabilities	<u>\$36,977,276</u>	<u>\$ 2,060,566</u>	<u>\$ 2,155,238</u>	<u>\$36,882,604</u>	<u>\$ 2,826,254</u>

CITY OF LIBERAL, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2022

(Continued)

Note 7: DEFINED BENEFIT PENSION PLAN

Plan Description

The City of Liberal, Kansas participates in a cost-sharing multiple-employer pension plan, as defined in Governmental Accounting Standards Board Statement No. 67, *Financial Reporting for Pension Plans*. The Pension Plan is administered by the Kansas Public Employees Retirement System (KPERs), a body corporate and an instrumentality of the State of Kansas. KPERs provides benefit provisions to the following statewide pension groups under one plan, as provided by K.S.A. 74, article 49:

- Public employees, which includes:
 - o State/School employees
 - o Local employees
- Police and Firemen
- Judges

Substantially all public employees in Kansas are covered by the Pension Plan. Participation by local political subdivisions is optional, but irrevocable once elected.

Those employees participating in the Pension Plan for the City are included in the Public Employees, and Police and Firemen employee groups.

KPERs issues a stand-alone comprehensive annual financial report, which is available on the KPERs website at www.kpers.org.

Benefits Provided

Benefits are established by statute and may only be changed by the General Assembly. Members (except Police and Firemen) with ten or more years of credited service may retire as early as age 55 (Police and Firemen may be age 50 with 20 years of credited service), with an actuarially reduced monthly benefit. Normal retirement is at age 65, age 62 with ten years of credited service, or whenever a member's combined age and years of credited service equal 85 "points" (Police and Firemen normal retirement ages are age 60 with 15 years of credited service, age 55 with 20 years, age 50 with 25 years, or any age with 36 years of service).

CITY OF LIBERAL, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2022

(Continued)

Note 7: DEFINED BENEFIT PENSION PLAN (Continued)

Benefits Provided (Continued)

Monthly retirement benefits are based on a statutory formula that includes final average salary and years of service. When ending employment, members may withdraw their contributions from their individual accounts, including interest. Members who withdraw their accumulated contributions lose all rights and privileges of membership. For all pension coverage groups, the accumulated contributions and interest are deposited into and disbursed from the membership accumulated reserve fund as established by K.S.A. 74-4922.

Members choose one of seven payment options for their monthly retirement benefits. At retirement a member may receive a lump-sum payment of up to 50% of the actuarial present value of the member's lifetime benefit. His or her monthly retirement benefit is then permanently reduced based on the amount of the lump sum. Benefit increases, including ad hoc post-retirement benefit increases, must be passed into law by the State of Kansas Legislature. Benefit increases are under the authority of the Legislature and the Governor of the State of Kansas.

The 2012 Legislature made changes affecting new hires, current members and employers. A new KPERS 3 cash balance retirement plan for new hires starting January 1, 2015 was created. Normal retirement age for KPERS 3 is 65 with five years of service or 60 with 30 years of service. Early retirement is available at age 55 with ten years of service, with a reduced benefit. Monthly benefit options are an annuity benefit based on the account balance at retirement.

For all pension coverage groups, the retirement benefits are disbursed from the retirement benefit payment reserve fund as established by K.S.A. 74-4922.

CITY OF LIBERAL, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2022

(Continued)

Note 7: DEFINED BENEFIT PENSION PLAN (Continued)

Contributions

Member contributions are established by state law and are paid by the employee according to the provisions of Section 414(h) of the Internal Revenue Code. State law provides that the employer contribution rates be determined based on the results of each annual actuarial valuation for each of the three state wide pension groups. The contributions and assets of all groups are deposited in the Kansas Public Employees Retirement Fund established by K.S.A. 74-4921. All of the retirement systems are funded on an actuarial reserve basis.

For fiscal years beginning in 1995, Kansas legislation established statutory limits on increases in contribution rates for KPERS employers, which includes the state and the school employers. Annual increases in the employer contribution rates related to subsequent benefit enhancements are not subject to these limitations. The statutory cap increase over the prior year contribution rate is 1.2% of total payroll for the fiscal year ended June 30, 2022.

The actuarially determined employer contribution rates (not including the 1.00% contribution rate for the Death and Disability Program) and the statutory contribution rates for City employees are as follows:

	<u>Actuarial</u> <u>Employer</u> <u>Rate</u>	<u>Statutory</u> <u>Employer</u> <u>Capped Rate</u>
Local government employees	8.90%	8.90%
Police and Firemen	22.99%	22.99%

Member contribution rates as a percentage of eligible compensation in fiscal year 2022 are 6.00% for Local employees and 7.15% for Police and Firemen.

CITY OF LIBERAL, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2022

(Continued)

Note 7: DEFINED BENEFIT PENSION PLAN (Continued)

Employer Allocations

Although KPERS administers one cost-sharing multiple-employer defined benefit pension plan, separate (sub) actuarial valuations are prepared to determine the actuarial determined contribution rate by group. Following this method, the measurement of the collective net pension liability, deferred outflows of resources, deferred inflows of resources, and pension expense are determined separately for each of the following groups of the plan:

- State
- School
- Local
- Police and Firemen
- Judges

To facilitate the separate (sub) actuarial valuations, KPERS maintains separate accounts to identify additions, deductions, and fiduciary net position applicable to each group. The allocation percentages presented for each group in KPERS' schedule of employer and nonemployer allocations are applied to amounts presented in the schedules of pension amounts by employer and nonemployer.

The allocation percentages for the City's share of the collective pension amounts as of December 31, 2022 are based on the ratio of its contributions to the total of the employer and nonemployer contributions of the group for the fiscal year ended December 31, 2022.

The contributions used exclude contributions made for prior service, excess benefits, and irregular payments. At June 30, 2022, the City's proportion for the Local employees group was 0.36277%, which was an increase of 0.000002% from its proportion measured at June 30, 2021. At June 30, 2022, the City's proportion for the Police and Firemen group was 0.51168%, which was a decrease of 0.000006% from its proportion measured at June 30, 2021.

Net Pension Liability

At December 31, 2022, the City reported a liability of \$7,211,989 and \$7,379,626, respectively, for its total proportionate share of the net pension liability for the Local and Police and Firemen groups.

CITY OF LIBERAL, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2022

(Continued)

Note 7: DEFINED BENEFIT PENSION PLAN (Continued)

Actuarial Assumptions

The total pension liability was determined by an actuarial valuation as of December 31, 2021, which was rolled forward to June 30, 2022. The actuarial valuation used the following actuarial assumptions, applied to all periods included in the measurement:

Actuarial Cost Method	Entry age normal
Price inflation	2.75%
Salary increases	3.50%-12.00%, including pricing inflation
Investment rate of return	7.00% compounded annually, net of investment expenses, and including price inflation

Mortality rates were based on the RP 2014 Healthy Annuitant Mortality Table for Males and Females, as appropriate, with adjustments for mortality improvements based on Scale MP-2016.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class as of the most recent experience study, dated January 7, 2020, as provided by KPERS' Investment consultant, are summarized in the following table:

<u>Asset Class</u>	<u>Long-term Target Allocation</u>	<u>Long-term Expected Real Rate of Return</u>
U.S. Equities	23.50%	5.20%
Non-U.S. Equities	23.50	6.40
Private Equity	8.00	9.50
Private Real Estate	11.00	4.45
Yield Driven	8.00	4.70
Real Return	11.00	3.25
Fixed Income	11.00	1.55
Short-Term Investments	<u>4.00</u>	0.25
Total	<u>100.00%</u>	

CITY OF LIBERAL, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2022

(Continued)

Note 7: DEFINED BENEFIT PENSION PLAN (Continued)

Discount Rate

The discount rate used to measure the total pension liability at the measurement date of June 30, 2022 was 7.00%. The discount rate used to measure total pension liability at the prior measurement date of June 30, 2021 was 7.25%. The actuarial assumptions used in the calculation of the total pension liability were based on the results of the most recent actuarial experience study. It covered the three-year period of January 1, 2016 through December 31, 2018 and was dated January 7, 2020.

The projection of cash flows used to determine the discount rate was based on member and employer contributions. In KPERS, the State, School and Local groups do not necessarily contribute the full actuarial determined rate. Based on legislation first passed in 1993 and subsequent legislation, the employer contribution rates certified by the Board may not increase more than the statutory cap. The statutory cap for fiscal year 2022 was 1.2%.

The Local, Kansas Police and Firemen, and Judges groups are contributing at the full actuarial contribution rate.

Sensitivity of the City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following table presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.00%, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (6.00%) or one percentage point higher (8.00%) than the current rate:

	<u>1% Decrease</u> <u>(6.00%)</u>	<u>Discount Rate</u> <u>(7.00%)</u>	<u>1% Increase</u> <u>(8.00%)</u>
Local	\$10,360,255	\$ 7,211,989	\$4,589,026
Police and Firemen	<u>10,122,238</u>	<u>7,379,626</u>	<u>5,097,616</u>
	<u>\$20,482,493</u>	<u>\$14,591,615</u>	<u>\$9,686,642</u>

CITY OF LIBERAL, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2022

(Continued)

Note 7: DEFINED BENEFIT PENSION PLAN (Continued)

Deferred Outflows of Resources and Deferred Inflows of Resources

At December 31, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to pensions as shown in the following tables. Experience gains/losses and the impact of changes in actuarial assumptions or other inputs, if any, are recognized over the average expected remaining service life of the active and inactive plan members in the beginning of the measurement period. Investment gains and losses are recognized over a fixed five year period.

	<u>Deferred Outflows of Resources</u>		
	<u>Local</u>	<u>Police & Firemen</u>	<u>Total</u>
Differences between expected and actual experience	\$ 272,787	\$ 313,161	\$ 585,948
Net difference between projected and actual earnings on pension plan investments	610,495	506,473	1,116,968
Changes in assumptions	1,152,795	948,330	2,101,125
Changes in proportion	<u>94,638</u>	<u>284,127</u>	<u>378,765</u>
	<u>\$2,130,715</u>	<u>\$2,052,091</u>	<u>\$4,182,806</u>
	<u>Deferred Inflows of Resources</u>		
	<u>Local</u>	<u>Police & Firemen</u>	<u>Total</u>
Differences between expected and actual experience	\$ 12,927	\$ -	\$ 12,927
Net differences between projected and actual earnings on pension plan investments	-	-	-
Changes of assumptions	-	-	-
Changes in proportion	<u>169,970</u>	<u>694,438</u>	<u>864,408</u>
	<u>\$ 182,897</u>	<u>\$ 694,438</u>	<u>\$ 877,335</u>

CITY OF LIBERAL, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2022

(Continued)

Note 7: DEFINED BENEFIT PENSION PLAN (Continued)

Deferred Outflows of Resources and Deferred Inflows of Resources (Continued)

The net deferred outflows of resources and (deferred inflows) of resources as of June 30, 2022 that will be recognized in pension expense in future years are as follows:

<u>Fiscal Year</u>	<u>Local</u>	<u>Police & Firemen</u>	<u>Total</u>
2023	\$ 556,473	\$ 398,446	\$ 954,919
2024	512,874	337,195	850,069
2025	243,306	181,594	424,900
2026	616,390	437,949	1,054,339
2027	<u>18,775</u>	<u>2,468</u>	<u>21,243</u>
	<u>\$1,947,818</u>	<u>\$1,357,652</u>	<u>\$3,305,470</u>

Pension Expense

For the year ended December 31, 2022, the City recognized Local pension expense of \$957,331 and Police and Firemen pension expense of \$1,046,346, which includes the changes in the collective net pension liability, projected earnings on pension plan investments, and the amortization of deferred outflows of resources and deferred inflows of resources for the current period.

Note 8: RISK MANAGEMENT

The local government is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance.

The City of Liberal, Kansas established a health benefit plan for active full time employees who are working full normal work-weeks (not less than 30 hours) and are receiving full compensation. The City participates in a fully-insured benefit plan where claims are administered and processed through Blue Cross/Blue Shield of Kansas. The benefit year is a period of 12 months starting on January 1 and ending December 31.

CITY OF LIBERAL, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2022

(Continued)

Note 9: CONTINGENT LIABILITIES AND COMMITMENTS

Federal Assistance

The City of Liberal participates in a number of federally assisted grant programs. These programs are subject to program compliance audits by the grantors or their representatives for audits of these programs for or including the year ending December 31, 2022.

It is possible that the City's compliance with applicable grant agreements may be established at some future date. The amount of expenditures which may be disallowed by the grantor agencies cannot be determined at this date, although the City expects such amounts, if any, to be immaterial.

Environmental Issues

Environmental issues pertaining to the City of Liberal are subject to state and federal requirements. The amount of expenditures required, if any, is not presently ascertainable.

Note 10: CONDUIT DEBT OBLIGATIONS

From time to time, the City has issued Industrial Revenue Bonds to provide financial assistance to private-sector entities for the acquisition and construction of industrial and commercial facilities deemed to be in the public interest. The bonds are secured by the property financed and are payable solely from payments received on the underlying mortgage loans. Upon repayment of the bonds, ownership of the acquired facilities transfers to the private-sector entity served by the bond issuance. Neither the City, the State, nor any political subdivision thereof is obligated in any manner for repayment of the bonds. Accordingly, the bonds are not reported as liabilities in the accompanying financial statements.

As of December 31, 2022, there were two series of Industrial Revenue Bonds outstanding, with an aggregate principal amount payable of \$72,198,022.

Note 11: AIRPORT LEASES

The City of Liberal leases space at the municipal airport to individuals and businesses. The lease contracts are for one year terms. The revenue is reported in the Airport Proprietary Fund.

CITY OF LIBERAL, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2022

(Continued)

Note 12: TAX ABATEMENTS

The City enters into property tax abatement agreements with local developers under Kansas statutes 12-5241 et seq., which authorizes a city to designate rural housing incentive districts. Under the statutes, the City is authorized to reimburse the developer for all or a portion of the costs of implementing the development through the use of property tax increments allocated to the City under the provisions of the statute.

For the year ended December 31, 2022, property taxes abated totaled \$118,451 under the rural housing incentive districts program.

The City enters into sales tax abatement agreements with local developers under Kansas statutes 12-6a26 et seq., which enables a city to create a district for the purpose of financing various improvements from specially designated revenues, including assessments and/or a CID sales tax of up to 2%. Under the statutes, the City is authorized to reimburse the developer for expenditures that are for economic development purposes.

For the year ended December 31, 2022, sales taxes abated totaled \$284,924 under the community improvement district program. The City's share of the abated sales taxes was \$0.

Note 13: SUBSEQUENT EVENTS

The City of Liberal's management has evaluated events and transactions through January 30, 2024, the date which the financial statements were available to be issued.



**CITY OF LIBERAL
CITY COMMISSION MEETING
February 13, 2024
AGENDA ITEM # 8.**

To: Mayor Jose Lara
Vice Mayor Jeff Parsons
Commissioner Ron Warren
Commissioner Janeth Vazquez
Commissioner Matt Landry

Date: February 13, 2024

From: Chris Ford, Assistant City Manager

RE: City Sewer Rates
a. Ordinance No. 4614
b. Resolution No. 2410

Discussion was held at the January 23, 2024 City Commission Meeting about the City's need to modify the sewer rate evaluation method for new customers and those who move from one location to another within the City, and also the need to increase sewer rates needed to cover the upcoming loan repayments.

Recommendation:

City Commission consideration is requested for Ordinance No. 4614 and Resolution No. 2410.

ORDINANCE NO. 4614

AN ORDINANCE AMENDING CITY CODE SECTIONS 15-241(a) OF THE CITY OF LIBERAL, KANSAS PERTAINING TO HOW SEWER MINIMUM CHARGES ARE CALCULATED FOR RESIDENTIAL AND SMALL NON-RESIDENTIAL USERS.

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

Section 1. Chapter XV, Article 1, Section 15-241(a) of the City Code of the City of Liberal, Kansas is hereby amended to read as follows:

15-241. SERVICE CHARGES. (a) For residential and small non-residential users, monthly sewer charges will be based on the average monthly water usage during the three billing months of January, February and March. This period is further defined as from the time each customer's water meter is read in December through the time each customer's water meter is read in March. Water meters are usually read beginning the fifteenth through the twenty-first of the month. Under certain circumstances such as extremely dry weather, inability to read water meters on a timely basis, etc., the City Commission, by majority vote, can change the base period used for calculating sewer rates. If a residential or a small non-residential customer establishes new service and has not established a monthly sewer charge based upon the complete evaluation period, his or her monthly user charge shall be the City minimum charge, until such time a monthly sewer charge can be established. If a residential or a small non-residential customer transfers service from one City address to another, then the customer's existing sewer rate shall apply at the new address until the next sewer evaluation period.

Section 2. That this Ordinance shall be effective upon passage and adoption by the Governing Body of the City of Liberal, Kansas, and after its publication as provided by law.

ADOPTED AND APPROVED by the Governing Body of the City of Liberal, Kansas on this 13th day of February, 2024.

Jose Lara, Mayor

ATTEST:

Alicia Hidalgo, City Clerk

RESOLUTION NO. 2410

A RESOLUTION AMENDING SECTION C-1509 OF EXHIBIT C - FEE STRUCTURE, OF THE CODE OF THE CITY OF LIBERAL, KANSAS, DEALING WITH SEWER RATES.

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

Section 1. The Code of the City of Liberal, Kansas sets forth fees may be changed annually in the City's budget resolution, or more often if the Governing Body desires to do so.

Section 2. The City of Liberal proposes to amend the Sewer Rates contained in Section C-1509 of Exhibit C - Fee Structure, as referenced in Section 15-242 of the Code of the City of Liberal, Kansas.

Section 3. SEWER RATES. Rates as required in Section 15-242 of the Code of the City of Liberal, Kansas, shall be as follows:

A. Effective April 1, 2024: The minimum charge per month shall be \$23.94 for the first 3,000 gallons and \$8.46 per thousand gallons above the 3,000 gallons used, based on the average water consumed for residential and small non-residential users, as defined in Section 15-241(a). For large residential users, as defined in Section 15-241(b), charges shall be based on water metered during the current billing month. In addition, a Storm Sewer Flood Control Fee shall apply at a rate of \$2.00 per month for residential and non-residential customers.

B. Effective April 1, 2025: The minimum charge per month shall be \$29.93 for the first 3,000 gallons and \$10.58 per thousand gallons above the 3,000 gallons used, based on the average water consumed for residential and small non-residential users, as defined in Section 15-241(a). For large residential users, as defined in Section 15-241(b), charges shall be based on water metered during the current billing month. In addition, a Storm Sewer Flood Control Fee shall apply at a rate of \$2.00 per month for residential and non-residential customers.

C. Effective April 1, 2026 and each April 1, thereafter: The minimum charge per month shall increase by the Consumer Price Index (CPI), or approximately three percent (3%), for the first 3,000 gallons and shall increase by the CPI, or approximately three percent (3%), per thousand gallons above the 3,000 gallons used, based on the average water consumed for residential and small non-residential users, as defined in

Section 15-241(a). For large residential users, as defined in Section 15-241(b), charges shall be based on water metered during the current billing month. In addition, a Storm Sewer Flood Control Fee shall apply at a rate of \$2.00 per month for residential and non-residential customers.

Section 4. City of Liberal fees are incorporated in the Code of the City of Liberal, Kansas, as set forth in Exhibit C.

Section 5. This Resolution shall be effective upon passage and adoption by the Governing Body of the City of Liberal, Kansas, and shall remain in effect until a superseding Resolution is passed by the Governing Body of the City of Liberal, Kansas.

ADOPTED AND APPROVED by the Governing Body of the City of Liberal, Kansas, on this 13th day of February, 2024.

Jose Lara, Mayor

ATTEST:

Alicia Hidalgo, City Clerk



**CITY OF LIBERAL
CITY COMMISSION MEETING
February 13, 2024
AGENDA ITEM # 9.**

To: Mayor Jose Lara
Vice Mayor Jeff Parsons
Commissioner Ron Warren
Commissioner Janeth Vazquez
Commissioner Matt Landry

Date: February 13, 2024

From: Bruce Young, Parks Director

RE: Parks Department Mower Purchases

The City of Liberal Parks Department is requesting the 2024 budgeted purchase of two Hustler Super Z 72" mowers. These mowers will be utilized as backup or replacement mowers for two mowers currently in their 9th season. One of these mowers has a warped deck and can only be utilized for mowing ditches. Attached are quotes from Keating Tractor, and Kansas Golf & Turf. Though Kansas Golf & Turf was the lower bid by \$336.00 (1.25%), staff recommends purchasing from Keating Tractor, which is a local company with proven warranty coverage.

Recommendation:

Staff recommends approval of the budgeted purchase of two (2) Hustler Super Z 72" rear discharge mowers from Keating Tractor in an amount not to exceed \$27,000 to be funded by the Beautification portion of the One Cent Sales Tax.



1/9/2024

WWW.KANSASGOLFANDTURF.COM

800-260-6095 316-267-9111
5701 N CHUZY DRIVE WICHITA, KS 67219

QUOTE

ATTENTION: BRUCE YOUNG
CITY OF LIBERAL PARKS DEPT.

MANUFACTURER:	MODEL DESCRIPTION:	LIST PRICE	MUNI PRICE
HUSTLER	SUPER Z - MODEL #942912 35 HP KAWASAKI FX1000 72" REAR DISCHARGE DECK SUSPENSION SEAT	\$18,264.00	\$13,332.00
		TWO UNIT SUBTOTAL:	\$26,664.00

DELIVERY:	NO CHARGE
FREIGHT AND SETUP:	NO CHARGE
SUB TOTAL:	
TAX:	AS APPLICABLE
TOTAL PRICE:	

THANK YOU FOR CONSIDERING KANSAS GOLF AND TURF FOR ALL YOUR
EQUIPMENT NEEDS. THE PRICES QUOTED ARE VALID FOR 30 DAYS.

QUOTE BY: RYAN BLEW, KGT

Approved by: _____ Date: _____

Quote Summary**Prepared For:**

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

Prepared By:

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

Quote Id: 30195596
Created On: 08 January 2024
Last Modified On: 08 January 2024
Expiration Date: 08 February 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
2024 HUSTLER Kawasaki FX1000 (35hp) 72" Rear Discharge	\$ 18,464.00	\$ 13,500.00 X	1 =	\$ 13,500.00
2024 HUSTLER Kawasaki FX1000 (35hp) 72" Rear Discharge	\$ 18,464.00	\$ 13,500.00 X	1 =	\$ 13,500.00
Equipment Total				\$ 27,000.00

Quote Summary

Equipment Total	\$ 27,000.00
SubTotal	\$ 27,000.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 27,000.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 27,000.00

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote Id: 30195596

Customer: CITY OF LIBERAL PARKS DEPARTMENT

2024 HUSTLER Kawasaki FX1000 (35hp) 72" Rear Discharge

Hours: 0

Suggested List

Stock Number:

\$ 18,464.00

Selling Price

\$ 13,500.00

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

Other Charges

Setup	1	\$ 200.00	\$ 200.00
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Other Charges Total			\$ 200.00
---------------------	--	--	-----------

Suggested Price			\$ 18,464.00
-----------------	--	--	--------------

Customer Discounts

Customer Discounts Total		\$ -4,964.00	\$ -4,964.00
--------------------------	--	--------------	--------------

Total Selling Price			\$ 13,500.00
---------------------	--	--	--------------

2024 HUSTLER Kawasaki FX1000 (35hp) 72" Rear Discharge

Hours: 0

Suggested List

Stock Number:

\$ 18,464.00

Selling Price

\$ 13,500.00

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

Other Charges

Setup	1	\$ 200.00	\$ 200.00
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Other Charges Total			\$ 200.00
---------------------	--	--	-----------

Suggested Price			\$ 18,464.00
-----------------	--	--	--------------

Customer Discounts

Customer Discounts Total		\$ -4,964.00	\$ -4,964.00
--------------------------	--	--------------	--------------

Total Selling Price			\$ 13,500.00
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**CITY OF LIBERAL
CITY COMMISSION MEETING
February 13, 2024
AGENDA ITEM # 10.**

To: Mayor Jose Lara
Vice Mayor Jeff Parsons
Commissioner Ron Warren
Commissioner Janeth Vazquez
Commissioner Matt Landry

Date: February 13, 2024

From: Jose Rosales, Water Director

RE: Water Department - Purchase of Mini-Excavator

The Water Department is asking for Commission approval to purchase a new mini-excavator for the Water Department. We currently have 2 in service with one being a 2002 that we're looking to replace.

We have received 3 quotes. The staff is requesting Commission consideration to purchase the Bobcat since it's the only one that offers the extended arm and we currently have all the attachments that fit the Bobcat brand, even though it came in \$2,600.00 higher in price.

Recommendation:

Staff recommends approval to purchase the Bobcat mini-excavator with a price not to exceed \$69,000.00.

Dealer P.D.I.	200.00
Freight Charges	1,625.00
Destination Charges	103.00
Quote Total - USD	70,771.56

Quote on Pcf 34 Hydraulic Trench Compactor # 6600

Comment:

*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the NASPO Construction Equipment Master Agreement OK-SW-192.

<https://www.naspovaluepoint.org/portfolio/construction-equipment-2018-2023/clark-equipment-company/>

State and Contract Number Summary:

AK - N2019CE0002

CA - 52000C

IA - OK-SW-192

KS - OK-SW-192

MO - CC190249002

NE - 15336

NM - 90-000-19-00068AA

OK - SW192

RI - OK-SW-192

SD - 17286

UT - PA3043

WI - 505ENT-O22-CONSTREQUIP-03.

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Clark Equipment Company d/b/a Bobcat Company, P. O. Box 74007382, Chicago, IL 60674-7382

*Questions can be submitted via email to Jesse.Rheault@doosan.com or by phone at: 1-800-965-4232.

Customer Acceptance:

Quotation Number: NC282327

Purchase Order: _____

Authorized Signature:

Print: _____

Sign: _____

Date: _____

Email: _____



Product Quotation

Quotation Number: NC282327

Quote Sent Date: Jan 08, 2024

Expiration Date: Feb 07, 2024

Your Bobcat Contact

Nolan Clark

Phone:

E-mail: nolan.clark@doosan.com

Your Customer Contact

Deliver to

CITY OF LIBERAL 827277

Bobcat Dealer

White Star Machinery, Garden City, KS

3830 WEST JONES STREET

GARDEN CITY, KS, 67846-0621

FRANK MARTIN

Bill to

CITY OF LIBERAL 827277

1401 E Pine St

Liberal, KS, 67901-5632

Item Name	Item Number	Quantity	Price Each	Total
E48 R2-Series Bobcat Compact Excavator	M3417	1	48,837.60	48,837.60
Standard Equipment:				
Auto-Idle			Dozer Blade with Float	
Auto-Shift, 2-Speed Travel			Engine/Hydraulic Monitor with Shutdown	
Auxiliary Hydraulics with Selectable Flow			Fingertip Auxiliary Hydraulic Control	
W/ Arm Mounted Flush Face Quick Couplers			Fingertip Boom Swing Control	
Canopy			Horn	
Includes: Cup Holder, Retractable Seat Belt,			Hydraulic Joystick Controls	
Vinyl Suspension Seat			Keyless Start	
Roll Over Protective Structure (ROPS) - Meets			Lift Eye	
Requirements of ISO 12117-2: 2008			Rubber Tracks	
Tip Over Protective Structure (TOPS) - Meets			Spark Arrestor	
Requirements of ISO 12117: 2000			Standard Arm	
Falling Object Protective Structure (FOPS) - Meets			Turbocharged, Tier 4, Non DPF	
Requirements of ISO 10262			Vandalism Protection	
Control Console Locks			Work Lights - LED	
Control Pattern Selector Valve (ISO/STD)			X-Change Attachment Mounting System	
Display - Deluxe			Telematics - Machine IQ	
			Warranty: 2 years, or 2000 hours whichever occurs first	
Cab Deluxe Package	M3417-P11-C12	1	8,219.40	8,219.40
Included: Cab Deluxe Package:, Enclosed				
Cab with Auto HVAC, 3yr Machine IQ				
Health and Security Subscription, Keyless				
Start, Bobcat 7" Touch Display with Radio				
and Bluetooth, Heated High Back Cloth				
Suspension Seat, Travel Motion Alarm				
Hydraulic X-Change - Ext Arm	M3417-R06-C08	1	1,703.10	1,703.10
Hydraulic Clamp - Ext Arm - Class IV	M3417-R08-C33	1	2,206.40	2,206.40
Extendable Arm	M3417-R03-C03	1	5,233.90	5,233.90
Second Auxiliary Hydraulics - Ext Arm	M3417-R07-C03	1	1,198.40	1,198.40
24" MX4 XCHG TEETH	7311868	1	1,444.76	1,444.76
Total for E48 R2-Series Bobcat Compact Excavator				68,843.56

Quote Total - USD

68,843.56

Jose Rosales @ City of Liberal. org



Quote 208333-01
Jan 04, 2024

CITY OF LIBERAL WATER DEPARTMENT
PO BOX 2199
LIBERAL
Kansas
67905-2199

Attention: JOSE ROSALES

Jose,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

Caterpillar Model: 304-07LC Excavator

STOCK NUMBER: WGN0751

SERIAL NUMBER: 0AN402968

YEAR: 2023

SMU: 3

We wish to thank you for the opportunity of quoting on your equipment needs. This quote is contingent upon Customer's acceptance of Foley's standard terms and conditions. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Brett Simpson
Regional Sales Representative

Caterpillar Model: 304-07LC Excavators

STANDARD EQUIPMENT

POWERTRAIN, Cat C1.7T diesel engine, -U.S. EPA tier 4 final, -EU stage V, -ISO 9249/EEC 80/1270, -Rated net power 34.1kW, -2,400 rpm - ISO 9249/EEC 80/1269, -Electronic engine, turbo, DOC (diesel, oxidation catalyst), Automatic engine idle, Automatic engine shut-off, Automatic swing brake, Automatic two speed travel, Fuel and water separator with indicator, Radial seal, double element air filter, with restrictions indicator,

HYDRAULICS, Smart tech electronic pump, Variable displacement piston pump, Load sensing & flow sharing hydraulics, Power on demand, Hydraulic temperature monitoring, Accumulator - certified

ELECTRICAL, 12 volt electrical system, 85 ampere alternator, 650 CCA maintenance free battery, Battery disconnect, Circuit breaker, Ignition key stop switch, Signalling/warning horn, Work lights, -Cab, boom left, -Courtesy safety light

OPERATOR ENVIRONMENT, Sealed and pressurized unitized cab, Operator sound pressure 72 dB(A) ISO6396, Integrated lower front window, Rear window emergency exit, Radio - bluetooth, USB, aux, mic, 12V power socket, Ergonomic joystick control levers, Adjustable wrist rests, Pattern changer, Color LCD monitor, -Fuel level, coolant temperature and, warning indicator, -Maintenance and machine monitoring, -Performance & machine adjustments, -Numeric security code, -Multiple languages, -Hour meter, -Jog dial control interface, Coat hook, Cup holder, Hydraulic lockout controls, Literature holder, Molded footrests, Removable washable floormat, Retractable fluorescent "high, visibility" seat belt, Travel control pedals with hand levers, Utility space for mobile phone, skylight, mounting bosses for top & front guards

FLUIDS, Extended life coolant - 37C, Hydro advanced hydraulic oil

OTHER STANDARD EQUIPMENT, Cat key with passcode option, Locks on external enclosure doors, Lockable fuel cap, Beacon socket, Ecology drain - engine oil, Side by side engine & hydraulic, oil cooler, Stick steer mode, Cruise control mode, Power on demand, Rear reflectors, Roll-over protective structure (ROPS), (ISO 12117-2), Product Link PL243 (regulations apply), Auxiliary hydraulic lines, -1-way and 2-way (combined function), -Auxiliary line quick disconnects, -Adjustable auxiliary flow, -Continuous flow, -Adjustable auxiliary relief, Thumb ready stick,

MACHINE SPECIFICATIONS

Description	Reference No
304 07A MHE DCA3A	610-5472
MIRROR, CAB, RIGHT	428-7870
BELT, SEAT, 3" RETRACTABLE	510-6085
WATER JACKET HEATER, 120V	519-8302
CAT KEY, WITH PASSCODE OPTION	522-6460
BOOM, SWING	542-6668
LINES, BOOM	542-6682
CAB, WITH HEAT AND A/C	542-6690
TRACK, 14", RUBBER BELT	542-6699
SOFTWARE, PROPORTIONAL CONTROL	557-1709
SOFTWARE, STICK STEER CONTROL	557-1710
SOFTWARE, 2 WAY CONTROL	557-1711
SOFTWARE, CODED START	557-1713
304 07A MINI EXCAVATOR	577-9914
UNDERCARRIAGE AR	542-6655
HYDRAULIC OIL, STD	577-9915
HYDRAULIC AR	577-9916
FILM GP-QR	624-4514
ALARM, TRAVEL	579-8852
ELECTRICAL ARR, C1.7 HRC	579-8858
LIGHTS, LED, REAR	579-8870
INTEGRATED RADIO	579-8873
MONITOR NEXT GEN, CAMERA READY	579-8876
PRODUCT LINK, CELLULAR PL243	579-8887
CAMERA, REAR VIEW	579-8892
LINES, STICK	584-3655
LINKAGE BUCKET W/LIFTING EYE	584-4307
COUNTERWEIGHT, EXTRA, 500LBS	586-1369
INSTRUCTIONS, ANSI	595-7029
HYDRAULIC OIL	595-9912
STICK, LONG, WITH 1ST AUX	596-7602
BLADE, STD, BOCE	597-0752
ENGINE, EPA TIER 4 FINAL	611-2419
LIGHTS, LED	579-8868
CONTROL, QC, 3 LINE	584-4312
LINES, QC, LNG STK, 3 LINE	586-0420
FILM, INC. CANADA	552-5984

Description

SERIALIZED TECHNICAL MEDIA KIT
ATHENS DLR PDI, COLD WEATHER
LOCKOUT-SWITCH
SHIPPING/STORAGE PROTECTION
PACKING, LAST MILE PROGRAM
2023 MODEL
QUICK COUPLER - WGN02579
BK303P16 - VGN02656

Reference No

421-8926
616-0284
615-6880
0P-2266
0P-4299

WGN0-2579
0P0227

SELL PRICE	\$68,172.00
CSA	Included
NET BALANCE DUE	\$68,172.00
PLUS APPLICABLE TAXES CALCULATED AT DELIVERY	\$68,172.00

WARRANTY

Standard Warranty:	24 Month 2000 Hour Premier
Extended Warranty:	
CSA	24 month 1000 hour Basic No Oil

F.O.B/TERMS

Liberal, KS

Accepted by _____ on _____

Signature

Page 1 of 4



Quote Summary

Prepared For:

CITY OF LIBERAL
B 24 N KANSAS
LIBERAL, KS 67901
Home: 620-626-2273
Business: 620-626-2273

Prepared By:

Alex Parsons
Keating Tractor & Equipment
7422 Road 3
Liberal, KS 67901
Phone: 800-528-9568
alexparsons@keatingtractor.com

HERE IS A DEMO MACHINE THAT HAS 225 HRS ON IT. THANKS
ALEX 620-626-9421

Quote Id: 30258372
Created On: 22 January 2024
Last Modified On: 22 January 2024
Expiration Date: 29 January 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
2020 JOHN DEERE 50G Compact Excavator - 1FF050GXAKH291109	\$ 79,500.00	\$ 69,500.00 X	1 =	\$ 69,500.00

Equipment Total

\$ 69,500.00

Quote Summary

Equipment Total	\$ 69,500.00
SubTotal	\$ 69,500.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 69,500.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 69,500.00

Salesperson : X _____

Accepted By : X _____

**JOHN DEERE**

Selling Equipment

Quote Id: 30258372

Customer: CITY OF LIBERAL

2020 JOHN DEERE 50G Compact Excavator - 1FF050GXAKH291109

Hours: 225

Stock Number: 17871

Suggested List

\$ 79,500.00

Selling Price

\$ 69,500.00

Code	Description	Qty	Unit	Extended
0060FF	JOHN DEERE COMPACT EXCAVATOR	1	\$ 79,500.00	\$ 79,500.00

Value Added Services Total**\$ 0.00****Suggested Price****\$ 79,500.00****Customer Discounts****Customer Discounts Total****\$ -10,000.00****\$ -10,000.00****Total Selling Price****\$ 69,500.00****Original Factory Build Codes**

Code	Description
3125	400MM RUBBER TRACK
4150	SUSPENSION SEAT - CLOTH
7110	4'6" (1.38M) STANDARD ARM
8185	CAB WITH HEATER & AIR CONDIT

Confidential



**CITY OF LIBERAL
CITY COMMISSION MEETING
February 13, 2024
AGENDA ITEM # 11.**

To: Mayor Jose Lara
Vice Mayor Jeff Parsons
Commissioner Ron Warren
Commissioner Janeth Vazquez
Commissioner Matt Landry

Date: February 13, 2024

From: Kent McCarter, Building Maintenance Director

RE: Garage Doors

The Building Maintenance Department and Traffic Maintenance Departments recently took over the old Street Department building which needed some repairs. We are requesting to replace two overhead garage doors. Attached are two quotes from local companies, Southwest Door and Glass and All Glass, to replace both doors and door openers. This will be funded through ARPA funds. The city will have \$243,000 remaining ARPA funds after this purchase.

Recommendation:

Staff recommends commission accept the bid from Southwest Glass and Door for an amount not to exceed \$20,000.00 .



Southwest Glass & Door Inc.

115 W. 2nd • Liberal, Kansas 67901
Ph.: (620) 626-7400 • Fax: (620) 626-7711
Toll: (800) 452-7134

Proposal and Contract

Job: City of Liberal
405 N Pennsylvania St
Location: Liberal, Ks 67901

Date: 2/6/2024

Plans & Specs dated:

Proposal Submitted to:

Attn: Kent
City of Liberal
Po Box 1299
Liberal, Ks 67901
(620)417-0450

Prepared by
Tony Walker

Amount of Bid
See Below
Tax Not Included

SCOPE OF WORK:

1- 16' 2" x 13' Clopay 3200 – 2" polystyrene R-Factor 9.2, white, 3 rd panel lites, LHR torsion springs to rear, 3" track, full struts.	\$5,000.00
Labor	\$1,500.00
1- 18' 2" x 13' Clopay 3200 – 2" polystyrene R-Factor 9.2, white, 3 rd panel lites, LHR torsion springs to rear, 3" track, full struts.	\$5,600.00
Labor	\$1,500.00
1- Liftmaster TDC Maxum operator 14' dual trolley for doors over 17'.	\$2,550.00
Labor	\$800.00
1- Liftmaster TDC Maxum 14' operator.	\$1,750.00
Labor	\$500.00

19,200.⁰⁰

Exceptions:

We are NOT responsible for any unseen damages.

Please Sign, Date, & Return upon approval!

THIS PROPOSAL IS SUBJECT TO REVISION IF NOT ACCEPTED WITHIN 10 DAYS FROM DATE ABOVE.

Special orders are required half deposit up front!!

EXCLUDES ANY DESIGNATED DESIGNS!!

The undersigned accepts this proposal and all its terms and conditions as a binding contract only to the approval of the Buyer by the Seller.

Very Truly Yours,

Accepted by Buyer:

By _____
Southwest Glass & Door, Inc.
Tony Walker
TW/af

Date _____, 2023

All Glass

1151 E. Pancake blvd
Liberal, KS 67901
(620)655-5135

Estimate

Date	Estimate No.
2/6/2024	187

Name/Address

City of Liberal (Street Dept.)

		Project	
Description	Qty	Rate	Total
18-2 x 13-2 insulated door with low headroom hardware and windows (reuse existing track, in good condition)		12,600.00	12,600.00
16-2 x 13-2 insulated door with low headroom hardware and windows (reuse existing track, in good condition)		11,200.00	11,200.00
new track	2	650.00	1,300.00
labor to install new track	2	350.00	700.00
labor to install doors	2	650.00	1,300.00
garage door operator	2	1,650.00	3,300.00
labor to install operators	2	150.00	300.00
50% down payment to order, remainder due on completion			
Price is good for 30 days			
405 N. Pennsylvania		Total	\$30,700.00



**CITY OF LIBERAL
CITY COMMISSION MEETING
February 13, 2024
AGENDA ITEM # 12.**

To: Mayor Jose Lara
Vice Mayor Jeff Parsons
Commissioner Ron Warren
Commissioner Janeth Vazquez
Commissioner Matt Landry

Date: February 13, 2024

From: Brad Beer, Assistant City Manager

RE: 2024 Crack Seal

Attached is the information for the 2024 Crack Seal.

Recommendation:

Staff recommends approval of the bid of \$214,886.75 from B&H Paving, Inc. for the 2024 Crack Seal. This will be funded through the Special Highway Fund.

MEMO

FROM: Earles Engineering & Inspection, Inc.

TO: City Manager and Commissioners

WHAT: Bid opening for 2024 Crack Sealing Project

Discussion: On January 29th, 2024, we accepted bids for the 2024 Crack Sealing Project. We received one bid on the project from B&H Paving Inc. of Scott City, KS, as summarized below.

<i>Item</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>B&H Paving Inc</i>
Crack Sealing Material	128,250 lbs.	\$ 0.69	\$ 88,492.50
Application	128,250 lbs.	\$ 0.93	\$ 119,144.25
Traffic Control	1 L.S.	\$ 7,250.00	\$ 7,250.00
<i>TOTAL COST</i>			\$ 214,886.75

The engineering estimate was \$218,612.50. We recommend that B&H Paving Inc. be awarded the contract for the 2024 Crack Sealing Project.

Earles Engineering & Inspection, Inc. Civil & Structural Engineers - Construction Inspectors - Surveyors Liberal, Kansas 67901				January 29, 2024	2:00 PM
				EEI Project No.	18-43
2024 Crack Sealing Project					
Liberal, KS 67901					
Item No.	Base Bid Item	Quantity	Unit	Engineers Estimate	
				Unit Cost	Extension
1	Crack Sealing Material	128250	Lbs.	\$ 0.71	\$ 91,057.50
2	Application	128250	Lbs.	\$ 0.94	\$ 120,555.00
3	Traffic Control	1	L.S.	\$ 7,000.00	\$ 7,000.00
Total Base Bid					\$ 218,612.50
				BID BOND	
				DAYS TO SUBSTANTIAL COMPLETION	
				DAYS TO FINAL COMPLETION	
				Yes	
				180	
				180	



**CITY OF LIBERAL
CITY COMMISSION MEETING
February 13, 2024
AGENDA ITEM # 13.**

To: Mayor Jose Lara
Vice Mayor Jeff Parsons
Commissioner Ron Warren
Commissioner Janeth Vazquez
Commissioner Matt Landry

Date: February 13, 2024

From: Karen LaFreniere, Grants Director

RE: Ordinance No. 4613 Establishing a RHID (Ortuno Addition)
a. Public Hearing
b. Ordinance No. 4613

a. Public Hearing

b. ORDINANCE NO. 4613: AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF LIBERAL, KANSAS ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH (ORTUNO ADDITION, MCCRAY REPLAT)

Recommendation:

Staff recommends approving Ordinance No. 4613 and adopting a plan for the development of housing and public facilities in Ortuno Addition, a partial replat of the McCray Addition.

ORDINANCE NO. 4613

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

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

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

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

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

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

WHEREAS, the City of Liberal, Kansas (the "City") has an estimated population of 19,640, in located in Seward County, Kansas which has an estimated population of 21,747 and therefore constitutes a city as said term is defined in this Act; and

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

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 2186 which made certain findings relating to the need for financial incentives relating to the construction of quality housing within the City, declared it advisable to establish a Rural Housing Incentive District pursuant to the Act and authorized the submission of such Resolution and a Housing Needs Analysis to the Kansas Department of Commerce in accordance with the provisions of the Act; and

WHEREAS, the Secretary of Commerce, pursuant to a letter dated June 3, 2014, authorized the City to proceed with the establishment of a Rural Housing Incentive District (McCray Addition) pursuant to the Act; and

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

WHEREAS, the Plan Includes:

1. The legal description and map required by subsection (a) of K.S.A. 12-5244;
2. The existing assessed valuation of the real estate in the proposed district, listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed district;
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof;

5. A listing of names, addresses, and specific interest in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District;
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, set forth the boundaries of the proposed District, provided a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for February 13, 2024, and provided for notice of such public hearing as provided in the Act; and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 2407 which made a finding that the City is considering the establishment of the proposed District and adopting the proposed Plan pursuant to the Act, set forth the boundaries of the proposed District, provides a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for February 13, 2024 and provided for notice of such public hearing as provided in the Act; and

WHEREAS, a public hearing was held on February 13, 2024, after due published and delivered notice in accordance with the provisions of the Act; and

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

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

Section 1. Findings. The Governing hereby finds that due notice of the public hearing conducted February 13, 2024, was made in accordance with the provisions of the Act.

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

LEGAL DESCRIPTION

A parcel of land located in the Northeast Quarter of Section 8, Township 35 South, Range 33 West of the 6th Principal Meridian, Seward County, Kansas, also located in part of Tracts B and C of McCray Addition and Tract D of McCray Second Addition to the City of Liberal, Seward County, Kansas, more particularly described as follows by Thad C. Reynolds L.S. #1354 on October 22, 2022;

Commencing at the Southeast Corner of said Northeast Quarter, thence N01°17'51"E along the East Line of said Quarter a distance of 677.84 feet, thence N88°41'57"W a distance of 40.07 feet to the Point of Beginning of the parcel to be described;

-thence continuing N88°41'57"W a distance of 520.98 feet

-thence along a tangent curve to the right with an arc length of 331.79 feet, a radius of 470.00 feet, a chord bearing of N68°28'05"W, and a chord distance of 324.94 feet;

-thence N48°14'58"W a distance of 135.59 feet;

-thence N41°45'44"E a distance of 9.99 feet;

-thence along a tangent curve to the left with an arc length of 158.87 feet, a radius of 225.00 feet, a chord bearing of N21°32'00"E, and a chord distance of 155.59';

-thence N01°18'19"E a distance of 446.81 feet;

-thence along a tangent curve to the left with an arc length of 194.57 feet, a radius of 225.00 feet, a chord bearing of N23°28'07"W, and a chord distance of 188.56';

-thence N48°06'40"W a distance of 154.65 feet;

-thence N49°32'43"E a distance of 128.38 feet;

-thence S88°14'59"E a distance of 121.15 feet;

-thence S48°22'15"E a distance of 231.24 feet;

-thence S01°17'33"W a distance of 285.00 feet;

-thence S88°32'30"E a distance of 341.90 feet;

-thence S01°17'46"W a distance of 185.92 feet;

-thence S88°40'56"E a distance of 330.30 feet;

-thence S01°19'50"W a distance of 535.51 feet to the POINT OF BEGINNING.

Said parcel contains 15.08 Acres, more or less, and is subject to easements, restrictions and reservations of record.

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

Section 4. Adverse Effect on Other Government Units. If, within thirty (30) days following the conclusion of the public hearing on February 13, 2024, any of the following occurs, the Governing Body shall act to repeal this Ordinance:

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

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

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

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

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

PASSED by the Governing Body of the City of Liberal, Kansas and signed by the Mayor on February 13, 2024.

ATTEST:

Jose Lara, Mayor

Alicia Hidalgo, City Clerk

**DEVELOPMENT PLAN
FOR THE ORTUNO ADDITION (REPLAT OF A PORTION OF MCCRAY ADDITION)
RURAL HOUSING INCENTIVE DISTRICT
OF THE CITY OF LIBERAL, KANSAS
DATE: FEBRUARY 13, 2024**

INTRODUCTION

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

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

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

Following the adoption of Resolution 2186, a certified copy was submitted to the Secretary of Commerce for approval of the establishment of the Rural Housing Incentive District in the City, as required by K.S.A. 12-5244(c).

On June 3, 2014, the Secretary of Commerce provided written confirmation, approving the establishment of the McCray Addition (Section 8, Township 35, Range 33) Rural Housing Incentive District (the District).

DEVELOPMENT PLAN ADOPTION

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

DEVELOPMENT PLAN

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

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

1. The legal description of the district to be developed:

LEGAL DESCRIPTION

A parcel of land located in the Northeast Quarter of Section 8, Township 35 South, Range 33 West of the 6th Principal Meridian, Seward County,

Kansas, also located in part of Tracts B and C of McCray Addition and Tract D of McCray Second Addition to the City of Liberal, Seward County, Kansas, more particularly described as follows by Thad C. Reynolds L.S. #1354 on October 22, 2022;

Commencing at the Southeast Corner of said Northeast Quarter, thence N01°17'51"E along the East Line of said Quarter a distance of 677.84 feet, thence N88°41'57"W a distance of 40.07 feet to the Point of Beginning of the parcel to be described;

-thence continuing N88°41'57"W a distance of 520.98 feet

-thence along a tangent curve to the right with an arc length of 331.79 feet, a radius of 470.00 feet, a chord bearing of N68°28'05"W, and a chord distance of 324.94 feet;

-thence N48°14'58"W a distance of 135.59 feet;

-thence N41°45'44"E a distance of 9.99 feet;

-thence along a tangent curve to the left with an arc length of 158.87 feet, a radius of 225.00 feet, a chord bearing of N21°32'00"E, and a chord distance of 155.59';

-thence N01°18'19"E a distance of 446.81 feet;

-thence along a tangent curve to the left with an arc length of 194.57 feet, a radius of 225.00 feet, a chord bearing of N23°28'07"W, and a chord distance of 188.56';

-thence N48°06'40"W a distance of 154.65 feet;

-thence N49°32'43"E a distance of 128.38 feet;

-thence S88°14'59"E a distance of 121.15 feet;

-thence S48°22'15"E a distance of 231.24 feet;

-thence S01°17'33"W a distance of 285.00 feet;

-thence S88°32'30"E a distance of 341.90 feet;

-thence S01°17'46"W a distance of 185.92 feet;

-thence S88°40'56"E a distance of 330.30 feet;

-thence S01°19'50"W a distance of 535.51 feet to the POINT OF BEGINNING.

Said parcel contains 15.08 Acres, more or less, and is subject to easements, restrictions and reservations of record.

2. The assessed valuation of all real estate within the District for 2023 is \$65,910.
3. The name and addresses of the owner of record for the real estate within the District are: OA LLC, Manuel Ortuno, 401 S. Country Estates Road, Liberal, KS 67901.
4. The housing and public facilities project to be constructed includes the following:

Housing Facilities

The housing facilities will be composed of 47 single-family houses, each approximately 1,500 square feet (with unfinished basements).

Public Facilities

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

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

Owner of Real Property at Completion: OA LLC, Manuel Ortuno, 401 S. Country Estates Road, Liberal, Kansas 67901.

Developer: Manuel Ortuno, 401 S. Country Estates Road, Liberal, KS 67901.

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

ORTUNO ADDITION IMPROVEMENTS

LIBERAL, KANSAS

Project Number: 21-43a

INDEX TO SHEETS

SHEET NO.	DESCRIPTION
1.0	Title Sheet
2.0	Final Plat
3.0	Final Survey
4.0	Detail Sheets
5.0-5.2	McCrory Blvd. Plan/Profile
5.3-5.4	Snatche Ave Plan/Profile
5.5	Linn Ct. Plan
5.6-5.8	McCrory Blvd. Plan
6.0-6.2	Drainage Channel Plan
7.0-7.1	Water Construction Plan
8.0-8.7	Sewer Road Plan
10.0-10.6	Cross Sections



FIELD CHECK
FOR REVIEW
MAY 2023

APRIL 2023
PLANS PREPARED BY
**EARLES ENGINEERING &
INSPECTION, INC.**
Civil & Structural Engineers—Construction Inspectors—Surveyors

DEVELOPMENT PLAN – EXHIBIT B
ORTUNO ADDITION RURAL HOUSING INCENTIVE DISTRICT
COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS

Estimated RHID Reimbursable Expenses: City \$1,740,985 and Developer \$3,244,250 (Total 4,985,235)

Unimproved	2023	Property Class	Mill Levy	Tax Amount
	\$65,910	11.5%	0.190400	\$1,443

Improved	Estimated Value of Lots	Estimated Value of Buildings to be Constructed	Property Class	Mill Levy	Est. Property Tax	Number of Lots
	\$1,806,895	\$19,100,000	11.5%	0.190400	\$457,777	44

Grand Total	\$20,906,895
Tax Increment	\$391,867
25 Year Total at 1% Growth	\$26,842,190

\$9,012,941.00 23 years

8 multi-family homes at \$1,000,000 each = \$8,000,000

37 single-family homes at \$300,000 each = \$11,100,000

Earles Engineering Estimate for City Infrastructure with contingency \$1,806,895

**DEVELOPMENT PLAN – EXHIBIT C
ORTUNO ADDITION RURAL HOUSING INCENTIVE DISTRICT
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (hereinafter “Agreement”), entered into this 13th day of February, 2024, by and between the **CITY OF LIBERAL**, Kansas, a municipal corporation of the State of Kansas (hereinafter “City”), and OA LLC. (hereinafter “Developer”).

RECITALS

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

AGREEMENT

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

ARTICLE I

DEFINITIONS

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

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

City—means the City of Liberal, Kansas

City Infrastructure Improvements – means the water, sanitary sewer, storm water, drainage, street improvements located within the boundaries of the Development Area to be constructed by the City all

as more specifically described in the Engineering Estimates attached as **Exhibit D** hereto and incorporated herein by this reference.

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

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

Developer—means OA LLC.

Developer Infrastructure Improvements – means all infrastructure improvements necessary for the Development and located within the boundaries of the Development Area to be constructed by the Developer other than the City Infrastructure Improvements, including engineering costs, any costs of right-of-way and appurtenances related thereto, as set forth on the approved plat for the Development, all as more specifically identified on **Exhibit D** attached hereto and incorporated herein by this reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

RURAL HOUSING INCENTIVE DISTRICT

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

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

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

ARTICLE III

CONSTRUCTION OF THE PROJECT AND DEVELOPER INFRASTRUCTURE IMPROVEMENTS

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

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

3.2.1 CONSTRUCTION CONTRACTS; INSURANCE. Developer may enter into one or more construction contracts to complete the Development Project. Prior to the commencement of construction of the Development Project, Developer shall obtain or shall require that any such contractor obtains workers' compensation, comprehensive public liability and builder's risk insurance as provided in *Section 5.8* hereof and shall deliver evidence of such insurance to City. Developer shall require that the insurance required is maintained by any such contractor for the duration of the construction of the Development Project of part thereof, if such contract relates to less than all of the Development Project. If Developer serves as general contractor for the Development Project, Developer

shall not charge more for such services than a third-party contractor would customarily charge for such services.

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

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

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

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

3.4.3 CERTIFICATION OF SUBSTANTIAL COMPLETION. Promptly after Substantial Completion of the Work with respect to the Developer Infrastructure Improvements and/or Public Improvements, or a phase thereof, in accordance with the provisions of this Agreement, Developer will furnish to City a Certificate of Substantial Completion in the form attached hereto as **Exhibit E**. City shall, within thirty

(30) days following delivery of each Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify reasonable satisfaction with, and the accuracy of, the certifications contained in each Certificate of Substantial Completion. Each Certificate of Substantial Completion shall be deemed accepted by City unless, prior to the end of such thirty (30) day period after delivery to City of each Certificate of Substantial Completion, City furnishes Developer with specific written objections to the status of the Work, describing such objections and the written objections to the status of the Work, describing such objections and the measures required to correct such objections in reasonable detail.

ARTICLE IV

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

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

- (1) First to reimburse the City for the costs of Infrastructure improvements up to the total actual cost.
- (2) Second, after reimbursement to the City up to the actual cost of the City Infrastructure Improvements, excess RHID Funds will be utilized to reimburse the Developer for Developer Eligible Costs in accordance with this agreement.

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

(a) The Developer will submit to the City a Request for Reimbursement setting forth the amount for which reimbursement is sought and an itemized listed of the related Developer Eligible Costs.

(b) Each Request for Reimbursement will be accompanied by such bills, contracts, invoices, or other evidence reasonably satisfactory to the City to document that payment has been made by the Developer for such Developer Eligible Costs.

4.4 REIMBURSEMENT. The City will have 45 calendar days after receipt of any Request for Reimbursement to review and respond by written notice to the Developer. If the submitted documentation demonstrates that: (1) the Request for Reimbursement shows payment of the Developer Eligible Costs; (2) the expense was incurred; (3) the Developer is not in default under this Agreement; and (4) the City has not discovered any fraud on the part of the Developer, then the City will approve the Request for Reimbursement and promptly reimburse the Developer for the Eligible Costs pursuant to the terms of this Agreement if sufficient RHID Funds are available, and semiannually in March and September of each year as RHID Funds become available in the event that RHID Funds in the City's possession are at that time insufficient. In the event the City does not respond within such 45 day period, the Request for Reimbursement will be deemed approved. If the City reasonably disapproves of

the Request for Reimbursement, the Parties will meet to resolve any such differences. Reimbursements will cease 25 years after the date of the establishment of the Rural Housing Incentive District. The City will have no liability and/or responsibility to Developer for any payment greater than available RHID Funds that are actually received from the Seward County Treasurer pursuant to the provisions of K.S.A. 12-5250(b)(2)(A) as a result of the creation of the Rural Housing Incentive District.

ARTICLE V GENERAL PROVISIONS

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

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

5.3 SUCCESSORS AND ASSIGNS.

- a. This agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, agents, successors and assigns.
- b. Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after completion of the Development Project, whereupon the Party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although prior to Substantial Completion of the Improvements to such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement); provided, however, that the buyer, transferee or assignee shall be financially solvent as demonstrated to City.
- c. Until Substantial Completion of the Development Project has occurred, the obligations of Developer under this Agreement may not be assigned in whole or in part without the prior written approval of City, which approval shall not be unreasonably withheld, conditioned, or delayed upon a reasonable demonstration by Developer of the proposed assignee's experience and financial capability to undertake and complete all portions of the Work with respect to the Development Project, all in accordance with this Agreement. Notwithstanding the foregoing, Developer may be permitted to subcontract the construction of any portion of the Development

Project without the consent of City as long as Developer remains liable therefore hereunder. Notwithstanding anything herein to the contrary, City hereby approves, and no prior consent shall be required in connection with, (a) the right of Developer to encumber or collaterally assign its interest in the Property or any portion thereof or any interest in the Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Developer Eligible Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment; (b) the right of Developer to assign Developer's rights, duties and obligations under the Agreement to a Related Party; or (c) the right of Developer to sell or lease individual portions of the Property in the ordinary course of the development of the Development Project; provided that in each such event Developer named herein shall remain liable hereunder for the Substantial Completion of the Development Project, and shall be released from such liability hereunder only upon Substantial Completion of the Development Project.

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

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

unreasonably sustained by Developer, and further provided that Developer notifies city in writing within thirty (30) days of the commencement of such claimed event of force majeure.

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

a. In the case of Developer, to:

OA LLC

Attention: Manuel Ortuno

401 S. Country Estates Road

Liberal, KS 67901

Phone (620) 626-9999

b. In the case of City, to:

City of Liberal, Kansas

P.O. Box 2199

Liberal, KS 67905

Attention: Karen LaFreniere

Phone: (620)626-2251

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

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

5.8 INSURANCE; DAMAGE OR DESTRUCTION OF DEVELOPMENT PROJECTS.

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

(i.) Builder's Risk insurance, written on the so called "Builder's Risk—Completed Value Basis," in an amount equal to one hundred percent (100%) of the

insurable value of the Work at the date of completion, and with coverage available in non-reporting form on the so called "all risk" form of policy. The interest, if any, of City shall be protected in accordance with a clause in form and content satisfactory to City; and,

- (ii.) Comprehensive general liability insurance (including operations, operations of subcontractors, completed operations and contractual liability insurance) together with an owner's contractor's policy, with limits against bodily injury and property damage of not less than Five Million Dollars (\$5,000,000.00) for all claims arising out of a single accident or occurrence and Two Million Dollars (\$2,000,000.00) for any one person in a single accident or occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); and
 - (iii.) Workers Compensation insurance, with statutorily required coverage.
- (b.) The policies of insurance required pursuant to clauses (i.) and (ii.) above shall be in form and content reasonably satisfactory to City and shall be placed with financially sound and reputable insurers licensed to transact business in the State of Kansas with general policy holder's rating of not less than A- and a financial rating of A- as rated in the most current available "Best's" insurance reports. The policy of insurance delivered pursuant to clause (i.) above shall contain an agreement of the insurer to give not less than thirty (30) days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder. All policies of insurance required pursuant to this section shall name City as an additional insured. Developer shall deliver to City evidence of all insurance to be maintained hereunder.

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

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

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

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

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

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

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

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

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

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

attorney's fees, except for those matters rising out of the willful and/or wanton negligence of City and its governing body members, officers, agents, servants, and employees.

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

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

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

5.16.6 Developer releases from and covenants and agrees the City, its Governing Body members, officers, employees, agents and independent contractors shall not be liable for, and agrees to indemnify and hold City, its Governing Body, members, officers, employees, agents and independent contractors harmless from and against any and all suits, interest, claims and cost of attorney fees incurred by any of them, resulting from, arising out of, or in any way connected with: (1) the Development Project or its approval, (2) the construction of the Work, (3) the negligence or willful misconduct of Developer, its employees, agents or independent contractors in connection with the management, development, and construction of the Work, (4) the compliance by Developer with all applicable state, federal and local environmental laws, regulations, ordinances and orders, (5) underground storage tanks located on or about the Property, (6) friable asbestos or asbestos-containing materials at, on, or in the Property, (7) the operation of all or any part of the Property, or the condition of the Property, including, without limitation, any environmental cost or liability, or (8) negotiations, inspections, acquisitions, preparations, construction, leasing, operations, and other activities of Developer or its agents in connection with or leading to the Development Project or the Property; except that the foregoing release and indemnification shall not apply in the case of such liability arising directly out of the willful and/or wanton negligence of City or its authorized Governing Body members, officers, employees and agents or which arises out of matters undertaken by City following termination of this Agreement as Development Project or portion thereof.

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

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

ARTICLE VI

REPRESENTATIONS OF THE PARTIES

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

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

ARTICLE VII

CITY OPTION TO PURCHASE

7.1 REPRESENTATIONS OF THE CITY. Beginning February 13, 2028, the City will have the right to exercise an option to purchase (the **"Option"**) all or any undeveloped lots within the Property at a purchase price of \$1 per lot. The City will give notice of its election to exercise the Option in writing to the Developer, which will include a proposed closing date and title company and may include a form real estate purchase agreement consistent with the terms of this section. The Developer will convey to the City via special warranty deed good and marketable title to all Lots subject to the Option free and clear of all liens and encumbrances. Each of the parties will be responsible for its own attorney's fees related to the exercise of the Option and all closing costs will be paid by the Developer. Each party represents to the other that no real estate broker commission will be due on the purchase contemplated hereby, but in the event one is claimed, it will become the sold obligation of the party who engaged any such broker.

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

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

CITY OF LIBERAL, KANSAS

By: _____
Jose Lara, Mayor

Dated: _____, 2024

ATTEST: (SEAL)

Alicia Hidalgo, City Clerk

Developer

By: _____

Dated: _____, 2024

SCHEDULE OF EXHIBITS OF THE DEVELOPMENT AGREEMENT

ORTUNO ADDITION RURAL HOUSING INCENTIVE DISTRICT

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

EXHIBIT A

PROPERTY DESCRIPTION

ORTUNO ADDITION RURAL HOUSING INCENTIVE DISTRICT

LEGAL DESCRIPTION A parcel of land located in the Northeast Quarter of Section 8, Township 35 South, Range 33 West of the 6th Principal Meridian, Seward County, Kansas, also located in part of Tracts B and C of McCray Addition and Tract D of McCray Second Addition to the City of Liberal, Seward County, Kansas, more particularly described as follows by Thad C. Reynolds L.S. #1354 on October 22, 2022;

Commencing at the Southeast Corner of said Northeast Quarter, thence N01°17'51"E along the East Line of said Quarter a distance of 677.84 feet, thence N88°41'57"W a distance of 40.07 feet to the Point of Beginning of the parcel to be described;

-thence N88°41'57"W a distance of 520.98 feet

-thence along a curve to the right with an arc length of 331.91 feet, a radius of 470.00 feet, a chord bearing of N68°28'33"W, and a chord distance of 325.06 feet;

-thence N48°14'58"W a distance of 135.59 feet; -thence N41°45'44"E a distance of 9.99 feet;

-thence along a curve to the left with an arc length of 158.87 feet, a radius of 225.00 feet, a chord bearing of N21°32'00"E, and a chord distance of 155.59;

-thence N01°18'19"E a distance of 446.81 feet; -thence along a curve to the left with an arc length of 194.57 feet, a radius of 225.00 feet, a chord bearing of N23°28'07"W, and a chord distance of 188.56;

-thence N48°06'40"W a distance of 154.65 feet; -thence N49°32'43"E a distance of 128.38 feet;

-thence S88°14'59"E a distance of 121.15 feet; -thence S48°22'15"E a distance of 231.24 feet;

-thence S01°17'33"W a distance of 285.00 feet; -thence S88°32'30"E a distance of 341.90 feet;

-thence S01°17'46"W a distance of 185.92 feet; -thence S88°40'56"E a distance of 330.30 feet;

-thence S01°19'50"W a distance of 535.51 feet to the POINT OF BEGINNING.

Said parcel contains 15.08 Acres, more or less, and is subject to easements, restrictions and reservations of record.

ORTUNO ADDITION IMPROVEMENTS

LIBERAL, KANSAS

Project Number: 21-43a

INDEX TO SHEETS

SHEET NO.	DESCRIPTION
1.0	Title Sheet
2.0	Final Plat
3.0	Existing Survey
4.0	Detail Sheets
5.0-5.2	McDroy Blvd. Plan/Profile
5.3-5.4	Lincoln Ave Plan/Profile
5.5-5.6	Lincoln Ave Plan
5.6-5.8	Jointing Plan
6.0-6.2	Drainage Channel Plan
6.3-6.4	Water Construction Plan
8.0-8.2	Storm Construction Plan
9.0-9.1	Drainage Pond Plan
10.0-10.6	Cross Sections



FIELD CHECK
FOR REVIEW
MAY 2023

EXHIBIT B

MAP OF RURAL HOUSING INCENTIVE DISTRICT BOUNDARIES FOR THE ORTUNO ADDITION RHID PROJECT

APRIL 2023

PLANS PREPARED BY

**EARLES ENGINEERING &
INSPECTION, INC.**

Civil & Structural Engineers—Construction Inspectors—Surveyors

EXHIBIT D

**DEVELOPER ESTIMATED ELIGIBLE COSTS FOR
THE ORTUNO ADDITION RHID PROJECT**

THE ORTUNO ADDITION DEVELOPER RHID RECOVERABLE EXPENSES	Estimated Expense
Land Acquisition	\$60,000
Site Work:	
Permits—Building Permits for 47 lots @ \$1,000 each	\$47,000
Fence/Yard for 47 properties @ \$20,000 each	\$940,000
Site Grading & Preparation for 47 lots @ \$5,000 each	\$235,000
Water/Gas Meters per lot \$1,000 per lot	\$47,000
Sewer Taps (infrastructure)	\$23,500
Site work Contingency @ 3%	\$387,750
Design/Architect 47 homes @ \$12,000 each	\$564,000
Developer/Legal/Realtor Fees	\$940,000
Total	\$3,244,250

EXHIBIT E

CERTIFICATION OF SUBSTANTIAL COMPLETION FORM

The undersigned, on behalf of OA LLC, (the Developer), pursuant to Section 3.4.3 of the Development Agreement dated as of February 13, 2024 (the Development Agreement) by and among the City of Liberal, Kansas, and the Developer, hereby certifies as follows. All capitalized terms used herein shall have the meaning attributable to such terms in the Development Agreement.

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

Dated: _____

By: _____

Name:

Title:

EXHIBIT F

CERTIFICATION OF PROJECT COSTS FORM

ORTUNO ADDITION RHID DEVELOPMENT

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

Re: Ortuno Addition Development Agreement

Terms used in this Certificate and not otherwise defined here shall have the meanings given them in the Ortuno Addition Development Agreement dated February 13, 2024 ("Agreement") between the City of Liberal, Kansas and OA LLC.

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

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

9. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this ____ day of _____, 20____.

By: _____
Name (Printed) _____
Title: _____

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

By: _____
Rusty Varnado
City Manager



City of Liberal, Kansas
Request for Reimbursement/Payment

Date	
Resolution No.	

SCHEDULE 1 -- RHID

The undersigned hereby certifies that the following payments were made and are reimbursable from the Project Funds in compliance with the Ortuno Addition RHID Development Agreement dated February 13, 2024.

RHID ELIGIBLE EXPENDITURES			
VENDOR	Invoice		Amount
	No.	Date	
I do hereby certify that the above is correct, and that the amount claimed herein is actually due according to the Agreement.		Grand Total	

EXHIBIT G
CITY INFRASTRUCTURE IMPROVEMENTS
EARLES ENGINEERING ESTIMATES

Earles Engineering & Inspection, Inc.
Civil & Structural Engineers - Construction Inspectors - Surveyors
Liberal, Kansas 67901

November 29, 2023
BBI Project No. 21-43a

Oturno Addition Preliminary Estimated Construction Cost November 2023					
Liberal, Kansas 67901					
Item No.	Road Item - McCray Blvd/ Lincoln Rd.	Quantity	Unit	Engineers Estimate	
				Unit Cost	Extension
1)	Concrete Pavement (6")	4162	S.Y.	\$70.00	\$ 291,340.00
2)	Curb/Gutter (2'-6")	2451	L.F.	\$32.00	\$ 78,432.00
3)	Road Base (4")	4802	S.Y.	\$10.00	\$ 48,020.00
4)	Common Excavation (Road)	2250	C.Y.	\$15.00	\$ 33,750.00
5)	Road Fill w/ Compaction	21	C.Y.	\$30.00	\$ 630.00
5A)	Compaction	4802	C.Y.	\$3.50	\$ 16,807.00
6)	Remove/Replace Curb/Gutter	150	L.F.	\$45.00	\$ 6,750.00
7)	Curb Inlet (KDOT Type 22)	2	Ea	\$7,500.00	\$ 15,000.00
8)	Curb Inlet (KDOT Type 10)	2	Ea	\$6,500.00	\$ 13,000.00
9)	Storm Sewer Pipe (18")	435	L.F.	\$65.00	\$ 28,275.00
10)	End Section (18")	1	Ea	\$1,700.00	\$ 1,700.00
11)	Construction Staking	1	L.S.	\$10,674.00	\$ 10,674.00
TOTAL McCray/ Lincoln BID					\$544,378.00
Item No.	Road Item - Sinanche Street	Quantity	Unit	Engineers Estimate	
				Unit Cost	Extension
12)	Concrete Pavement (6")	2245	S.Y.	\$70.00	\$ 157,150.00
13)	Curb/Gutter (2'-6")	1329	L.F.	\$32.00	\$ 42,528.00
14)	Road Base (4")	2762	S.Y.	\$10.00	\$ 27,620.00
15)	Common Excavation (Road)	701	C.Y.	\$15.00	\$ 10,515.00
16)	Road Fill w/ Compaction	89	C.Y.	\$20.00	\$ 1,780.00
16A)	Compaction	2762	C.Y.	\$3.50	\$ 9,667.00
17)	Remove/Replace Curb/Gutter	75	L.F.	\$45.00	\$ 3,375.00
18)	Construction Staking	1	L.S.	\$5,053.00	\$ 5,053.00
TOTAL SINANCHE ROAD BID					\$242,866.00
Item No.	Road Item - Linn Cl.	Quantity	Unit	Engineers Estimate	
				Unit Cost	Extension
19)	Concrete Pavement (6")	754	S.Y.	\$70.00	\$ 52,780.00
20)	Curb/Gutter (2'-6")	252	L.F.	\$32.00	\$ 8,064.00
21)	Road Base (4")	852	S.Y.	\$10.00	\$ 8,520.00
22)	Common Excavation (Road)	190	C.Y.	\$15.00	\$ 2,850.00
23)	Road Fill w/ Compaction	40	C.Y.	\$20.00	\$ 800.00
23A)	Compaction	852	C.Y.	\$3.50	\$ 2,982.00
24)	Remove/Replace Curb/Gutter	115	L.F.	\$45.00	\$ 5,175.00
25)	Construction Staking	1	L.S.	\$1,623.00	\$ 1,623.00
TOTAL LINN CL BID					\$73,837.00
SUBTOTAL ALL ROADS BID					\$861,081.00
Contingency (15%)					\$129,162.15
Estimated Construction Cost (Streets)					\$990,243.15

Earles Engineering & Inspection, Inc.

Civil & Structural Engineers - Construction Inspectors - Surveyors
Liberal, Kansas 67901

November 29, 2023
BEL Project No. 21-43a

Item No.	Utility Items (Phase I)	Quantity	Unit	Engineers Estimate	
				Unit Cost	Extension
26)	Water Line (6") (PVC C-900) (DR 18)	775	L.F.	\$55.00	\$ 42,625.00
27)	Waterline (6") (PVC C-900) (RJ) (DR 18)	60	L.F.	\$55.00	\$ 3,300.00
28)	Directional Drill Waterline (6")	60	L.F.	\$50.00	\$ 3,000.00
29)	Fire Hydrant Assembly	3	EA.	\$7,500.00	\$ 22,500.00
30)	Gate Valves (6")	3	EA.	\$1,600.00	\$ 4,800.00
31)	Tapping Valve w/ Sleeve & Riser (6x6)	2	EA.	\$6,500.00	\$ 13,000.00
32)	Fittings	401	LBS	\$11.00	\$ 4,411.00
33)	Water Service Pipe (1") (Installed w Directional Drill)	672	L.F.	\$15.00	\$ 10,080.00
34)	Water Meter Connections	14	EA.	\$250.00	\$ 3,500.00
35)	Compaction Trench Backfill (Waterline)	775	L.F.	\$8.00	\$ 6,200.00
36)	Construction Staking (Water Line)	1	L.S.	\$1,134.00	\$ 1,134.00
37)	Sanitary Sewer Pipe (8") (PVC SDR 26)	487	L.F.	\$55.00	\$ 26,785.00
38)	Sanitary Sewer Manhole	3	EA.	\$7,500.00	\$ 22,500.00
39)	Sanitary Sewer Pipe Connections	2	EA.	\$1,200.00	\$ 2,400.00
40)	Back Fill & Compaction (Sanitary Sewer)	487	L.F.	\$8.00	\$ 3,896.00
41)	Construction Staking	1	L.S.	\$1,112.00	\$ 1,112.00
SUBTOTAL Utility Phase I					\$ 171,243.00
Contingency (15%)					\$ 25,686.45
Estimated Construction Cost (Phase I Utilities)					\$ 196,929.45
TOTAL Phase I Utility					\$1,032,324.00
Item No.	Utility Items (Phase II)	Quantity	Unit	Engineers Estimate	
				Unit Cost	Extension
42)	Water Line (6") (PVC C-900) (DR 18)	693	L.F.	\$55.00	\$ 38,115.00
43)	Waterline (6") (PVC C-900) (RJ) (DR 18)	80	L.F.	\$55.00	\$ 4,400.00
44)	Directional Drill Waterline (6")	80	L.F.	\$50.00	\$ 4,000.00
45)	Fire Hydrant Assembly	2	EA.	\$7,500.00	\$ 15,000.00
46)	Gate Valves (6")	0	EA.	\$1,600.00	\$
47)	Tapping Valve w/ Sleeve & Riser (10x10)	1	EA.	\$8,500.00	\$ 8,500.00
48)	Tapping Valve w/ Sleeve & Riser (6x6)	1	EA.	\$6,500.00	\$ 6,500.00
49)	Fittings	227	LBS	\$11.00	\$ 2,497.00
50)	Water Service Pipe (1") (Installed w Directional Drill)	745	L.F.	\$15.00	\$ 11,175.00
51)	water Meter Connections	15	EA.	\$250.00	\$ 3,750.00
52)	Compaction Trench Backfill (Waterline)	650	L.F.	\$8.00	\$ 5,200.00
53)	Construction Staking (Water Line)	1	L.S.	\$991.00	\$ 991.00
54)	Sanitary Sewer Pipe (8") (PVC SDR 26)	538	L.F.	\$55.00	\$ 29,590.00
55)	Sanitary Sewer Manhole	3	EA.	\$7,500.00	\$ 22,500.00
56)	Sanitary Sewer Pipe Connections	2	EA.	\$1,200.00	\$ 2,400.00
57)	Back Fill & Compaction (Sanitary Sewer)	538	L.F.	\$8.00	\$ 4,304.00
58)	Construction Staking	1	L.S.	\$1,176.00	\$ 1,176.00
SUBTOTAL Utility Phase II					\$ 160,098.00

Earles Engineering & Inspection, Inc.

Civil & Structural Engineers - Construction Inspectors - Surveyors
Liberal, Kansas 67901

November 29, 2023
EBI Project No. 21-43a

Contingency (15%)				\$	24,014.70
Estimated Construction Cost (Phase II Utilities)				\$	184,112.70
Item No.	Concrete Drainage Channel	Quantity	Unit	Engineers Estimate	
				Unit Cost	Extension
59)	Concrete Drainage Channel w/ Curbs	344	S.Y.	\$77.00	\$ 26,488.00
60)	Common Excavation (Drainage Channel)	160	C.Y.	\$15.00	\$ 2,400.00
61)	Construction Staking (Drainage Channel)	1	L.S.	\$578.00	\$ 578.00
SUBTOTAL (Concrete Drain Channel)				\$	29,466.00
Contingency (15%)				\$	4,419.90
Estimated Construction Cost (Drainage Channel)				\$	33,885.90
Item No.	Stormwater Retention Pond (Estimated)	Quantity	Unit	Engineers Estimate	
				Unit Cost	Extension
62)	Common Excavation (Drainage Pond)	24500	C.Y.	\$6.75	\$ 165,375.00
63)	Erosion Control Rip-Rap	120	S.Y.	\$60.00	\$ 7,200.00
64)	Pond Seeding (Temporary & Permanent)	1.91	Acre	\$8,000.00	\$ 15,280.00
65)	Temporary Erosion Control Devices	1	L.S.	\$4,500.00	\$ 4,500.00
66)	Construction Staking (Drainage Channel)	1	L.S.	\$3,757.00	\$ 3,757.00
67)	30" Pipe W/ End Section	160	L.F.	\$140.00	\$ 22,400.00
68)	Sewer Taps & Stubs	47	Unit	\$500.00	\$ 23,500.00
SUBTOTAL (Stormwater Pond)				\$	242,012.00
Contingency (15%)				\$	36,301.80
Estimated Construction Cost (Retention Pond)				\$	278,313.80
RECAP Estimated Cost		Subtotal	Total w/ Contingency		
1	Street Construction (All Streets)	\$861,081.00		\$990,243.15	
2	Phase I Utility	\$ 171,243.00		\$ 196,929.45	
3	Phase II Utility	\$ 210,098.00		\$ 241,612.70	
4	Concrete Drainage Channel	\$ 29,466.00		\$ 33,885.90	
5	Retention Pond	\$ 242,012.00		\$ 278,313.80	
Total estimated Cost (Complete Development)		\$1,513,900.00		\$1,740,985.00	

Earles Engineering & Inspection, Inc.

Civil & Structural Engineers - Construction Inspectors - Surveyors
Liberal, Kansas 67901

September 20, 2023
EBI Project No. 21-43a

Ortuno Addition Preliminary Estimated Construction Cost (Utilities) September 2023					
Liberal, Kansas 67901					
Item No.	Utility Items (Phase I)	Quantity	Unit	Engineers Estimate	
				Unit Cost	Extension
26)	Water Line (6") (PVC C-900) (DR 18)	775	L.F.	\$55.00	\$ 42,625.00
27)	Waterline (6") (PVC C-900) (RJ) (DR 18)	60	L.F.	\$55.00	\$ 3,300.00
28)	Directional Drill Waterline (6")	60	L.F.	\$50.00	\$ 3,000.00
29)	Fire Hydrant Assembly	3	EA.	\$7,500.00	\$ 22,500.00
30)	Gate Valves (6")	3	EA.	\$1,600.00	\$ 4,800.00
31)	Tapping Valve w/ Sleeve & Riser (6x6)	2	EA.	\$6,500.00	\$ 13,000.00

Earles Engineering & Inspection, Inc.
Civil & Structural Engineers - Construction Inspectors - Surveyors
Liberal, Kansas 67901

November 29, 2023
 BEI Project No. 21-43a

32)	Fittings	401	LBS	\$11.00	\$ 4,411.00
33)	Water Service Pipe (1") (Installed w Directional Drill)	672	L.F.	\$15.00	\$ 10,080.00
34)	Water Meter Connectors	14	EA.	\$250.00	\$ 3,500.00
35)	Compaction Trench Backfill (Waterline)	775	L.F.	\$8.00	\$ 6,200.00
36)	Construction Staking (Water Line)	1	L.S.	\$1,134.00	\$ 1,134.00
37)	Sanitary Sewer Pipe (8") (PVC SDR 26)	487	L.F.	\$55.00	\$ 26,785.00
38)	Sanitary Sewer Manhole	3	EA.	\$7,500.00	\$ 22,500.00
39)	Sanitary Sewer Pipe Connections	2	EA.	\$1,200.00	\$ 2,400.00
40)	Back Fill & Compaction (Sanitary Sewer)	487	L.F.	\$8.00	\$ 3,896.00
41)	Construction Staking	1	L.S.	\$1,112.00	\$ 1,112.00
SUBTOTAL Utility Phase I					\$ 171,243.00
Contingency (15%)					\$ 25,686.45
Estimated Construction Cost (Phase I Utilities)					\$ 196,929.45
Item No.	Utility Items (Phase II)	Quantity	Unit	Engineers Estimate	
				Unit Cost	Extension
42)	Water Line (6") (PVC C-900) (DR 18)	693	L.F.	\$55.00	\$ 38,115.00
43)	Waterline (6") (PVC C-900) (RJ) (DR 18)	80	L.F.	\$55.00	\$ 4,400.00
44)	Directional Drill Waterline (6")	80	L.F.	\$50.00	\$ 4,000.00
45)	Fire Hydrant Assembly	2	EA.	\$7,500.00	\$ 15,000.00
46)	Gate Valves (6")	0	EA.	\$1,600.00	\$
47)	Tapping Valve w/ Sleeve & Riser (10x10)	1	EA.	\$8,500.00	\$ 8,500.00
48)	Tapping Valve w/ Sleeve & Riser (6x6)	1	EA.	\$6,500.00	\$ 6,500.00
49)	Fittings	227	LBS	\$11.00	\$ 2,497.00
50)	Water Service Pipe (1") (Installed w Directional Drill)	745	L.F.	\$15.00	\$ 11,175.00
51)	water Meter Connections	15	EA.	\$250.00	\$ 3,750.00
52)	Compaction Trench Backfill (Waterline)	650	L.F.	\$8.00	\$ 5,200.00
53)	Construction Staking (Water Line)	1	L.S.	\$991.00	\$ 991.00
54)	Sanitary Sewer Pipe (8") (PVC SDR 26)	538	L.F.	\$55.00	\$ 29,590.00
55)	Sanitary Sewer Manhole	3	EA.	\$7,500.00	\$ 22,500.00
56)	Sanitary Sewer Pipe Connections	2	EA.	\$1,200.00	\$ 2,400.00
57)	Back Fill & Compaction (Sanitary Sewer)	538	L.F.	\$8.00	\$ 4,304.00
58)	Construction Staking	1	L.S.	\$1,176.00	\$ 1,176.00
59)	Electric (Southern Pioneer)	1	EA.	\$50,000.00	\$ 50,000.00
SUBTOTAL Utility Phase II					\$ 210,098.00
Contingency (15%)					\$ 31,514.70
Estimated Construction Cost (Phase II Utilities)					\$ 241,612.70
Estimated Construction Cost (Utilities Complete)					\$ 438,542.15





**CITY OF LIBERAL
CITY COMMISSION MEETING
February 13, 2024
AGENDA ITEM # 14.**

To: Mayor Jose Lara
Vice Mayor Jeff Parsons
Commissioner Ron Warren
Commissioner Janeth Vazquez
Commissioner Matt Landry

Date: February 13, 2024

From: Keith Bridenstine, Building Services Director

RE: Resolution 2409 - Abatement of 211 Coolidge

Background: The City of Liberal has been having such property mowed for the past 6 years and during that time none of the mowing bills have been paid. The house has become worn down and dilapidated. Code Enforcement has been called several times to board up the house because squatters would continue to break in and tear the house up more each time. The house is in very poor condition. The water and other utilities to this house have been off for several years. Letters have been sent out and always returned.

Demolition Quote: We received two quotes for the removal of the house, cleanup, and dirt work if needed to level the property. The lowest quote was from Abbott for \$12,118.00 and the other quote was from M & S for \$13,800. Staff requests City Commission consideration to approve the bid from Abbott for \$12,118.00.

Recommendation:

Staff recommends that the City Commission adopt the attached Resolution No. 2409, which will order the demolition of SOUTHLAWN GARDENS, Block 6, Lot 50 to the City of Liberal, Seward County Kansas also known as 211 Coolidge, Staff recommends the City Commission give immediate approval to condemn the property.

(Published in the High Plains Daily Leader & Times, Liberal, Kansas, this 15 day of February, 2024.) t1

RESOLUTION NO. 2409

AUTHORIZING THE ABATEMENT OF CONDITIONS WHICH ARE INJURIOUS TO THE HEALTH, SAFETY AND GENERAL WELFARE OF THE RESIDENTS OF THE CITY OF LIBERAL, KANSAS, PURSUANT TO SECTION 8-205, CODE OF THE CITY OF LIBERAL, KANSAS.

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

WHEREAS, the Governing Body of the City of Liberal, Kansas has declared it unlawful to allow to exist conditions which are detrimental to the general health, safety and welfare of the residents of the City of Liberal; and

WHEREAS, the owner of the property address Block 6, Lot 50, Southlawn Gardens Addition to the City of Liberal, also known as 211 Coolidge, has been issued a preliminary notice pursuant to Section 8-207(c) of the code of Ordinances and have failed to abate the nuisance. The property is in violation of one or more of the following conditions:

- [X] Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the jurisdiction as related to the requirements for existing buildings.
- [X] The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
- [X] Any portion of a building, structure, or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.
- [X] The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.
- [X] The building or structure is neglected, damaged, dilapidated, unsecured, or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enable persons to resort to the building or structure for committing a nuisance or an unlawful act.

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

SECTION 1. The City Manager or his designee is authorized to issue an order requiring the owner to remove and abate from the property the thing or things below-described as a nuisance within fifteen (15) days following the passage of this Resolution. Said order shall state that, before the expiration of the fifteen (15) day waiting period, the owner may request a hearing before the governing body or its designated representative. Should the owner fail to abate the nuisance or request a hearing, the Public Officer is hereby authorized to abate the following structural nuisance:

1. A house located at 211 Coolidge Lot 50

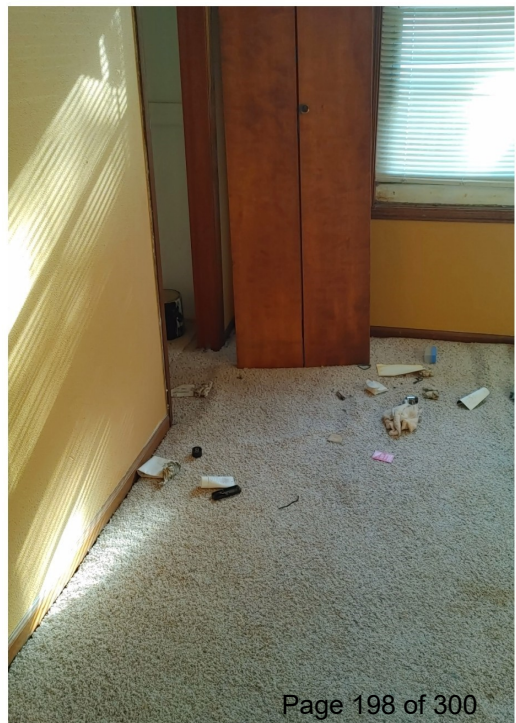
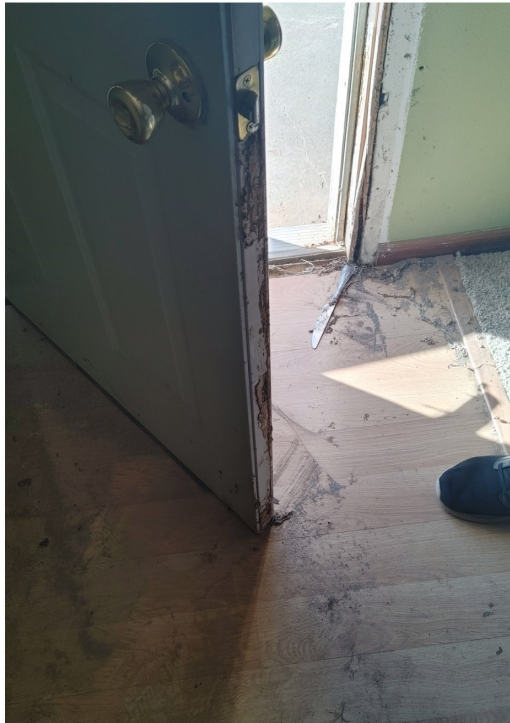
SECTION 2. The abatement costs incurred by the City shall be charged against the lots of ground on which the violations remedied.

PASSED AND APPROVED by the Governing Body of the City of Liberal, Kansas, this 13 day of February, 2024.

Jose Lara, Mayor

ATTEST:

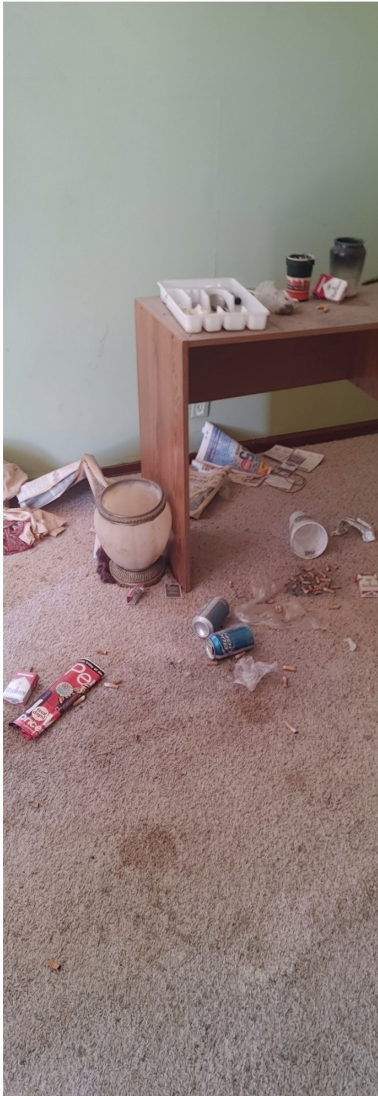
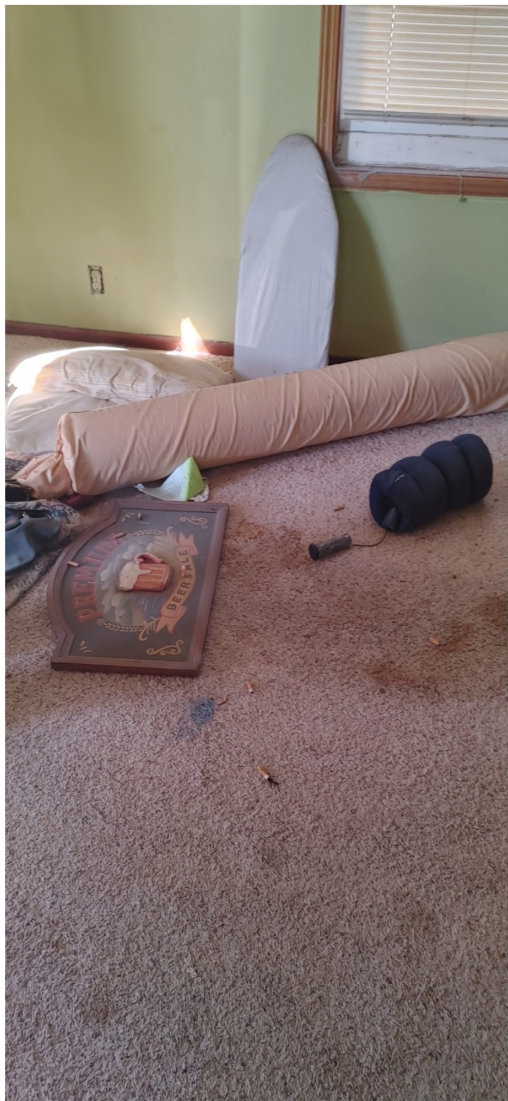
Alicia Hidalgo, City Clerk, CMC











M&S Demolition

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

Quote

Date	Quote #
1/2/2024	40

Name / Address
cITY OF LIBERAL 211W COOLIDGE

			Project
Description	Qty	Rate	Total
Remove house at 211 w coolidge Remove all trees and clean property		13,800.00	13,800.00
			
Total			\$13,800.00

405 S. Webster
Liberal, KS 67901

Date	Estimate #
1/11/2024	1156

Name / Address
City of Liberal 211 W. Coolidge St.

Page 204 of 300



**CITY OF LIBERAL
CITY COMMISSION MEETING
February 13, 2024
AGENDA ITEM # 15.**

To: Mayor Jose Lara
Vice Mayor Jeff Parsons
Commissioner Ron Warren
Commissioner Janeth Vazquez
Commissioner Matt Landry

Date: February 13, 2024

From: Keith Bridenstine, Building Services Director

RE: Special Use for 2124 Nevada Home Occupation

The homeowners at 2124 Nevada have applied for a special use home occupation for a psychologist's office. The matter went before the Planning and Zoning Commission on January 11th, 2024 at their regular scheduled meeting, open to the public.

After lengthy public discussion and most of the discussion opposed. The Planning Commission voted unanimously to deny the special use. Kansas statute 12-757 explains that the P/Z Commission only recommends to the City Commission on such matters.

Recommendation:

Staff recommends that the Commission follow zoning and the recommendation of the P/Z Commission and deny the Special use.

CITY OF LIBERAL
SPECIAL USE PERMIT APPLICATION

Return 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: BZ-23-11
Filing Fee: 275
Date Filed: 12-6-23
Date Advertised: 12-12-23
Date Notices Sent: 12-11-23
Public Hearing Date: 01-11-2024

APPLICANT INFORMATION:

Applicant: M. Lauralynn "Laura" Noblejas Phone: 620.417.5230
Address: 2124 Nevada Drive, Liberal, KS 67901 Zip: 67901
Owner: Same + John "Randy" Moore Phone: 620.453.2040
Address: Same Zip: _____

PROPERTY INFORMATION:

Location of Property: 2124 Nevada Drive
Legal Description: Nellie Tucker 7th Addn, Block 3, Lot 5

Present Zoning Classification: R1 Acreage: 26 or 10,800 sq ft

Present Use of Property: family home - single family dwelling

Proposed Land Use Activity: psychological services - therapy / testing for ages 5 to seniors' individual, couples, family modalities; VA Compensation & Pension Evals

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

Article VI Section 1 Subsection C15

CITY OF LIBERAL, KANSAS – PROCEDURES MANUAL

Article 11—Special Use Permit

ADJACENT ZONING AND LAND USE:

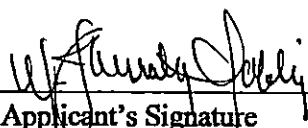
	<u>Land Use</u>	<u>Zoning</u>
North	<u>residential</u>	<u>R 1</u>
South	<u>residential</u>	<u>R 1</u>
East	<u>residential</u>	<u>R 1</u>
West	<u>residential</u>	<u>R 1</u>

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

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

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.

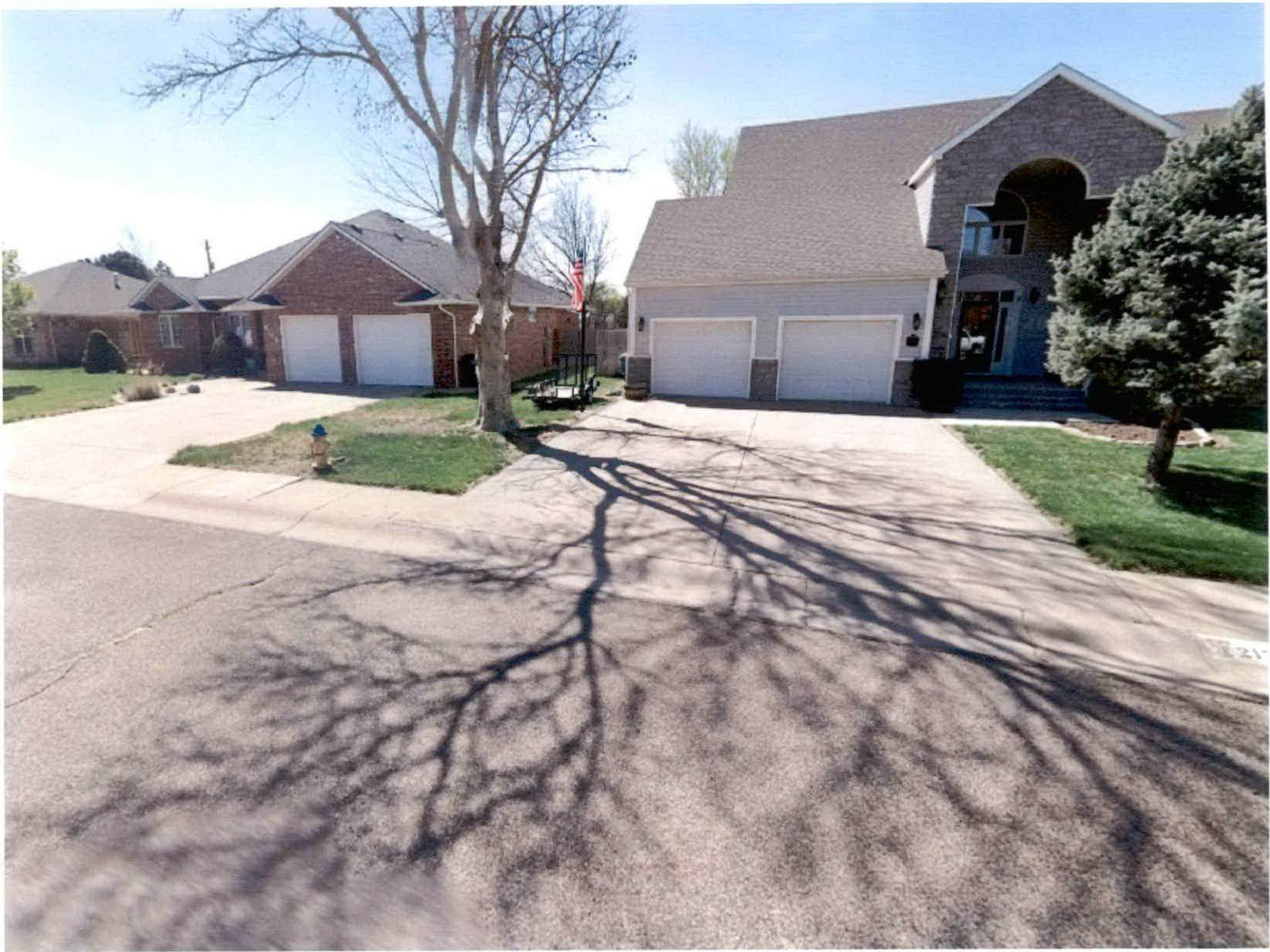

 Applicant's Signature

12/05/23
 Date

Special Use Permit Application Addendum and
Response to Certain Items on the Review Checklist

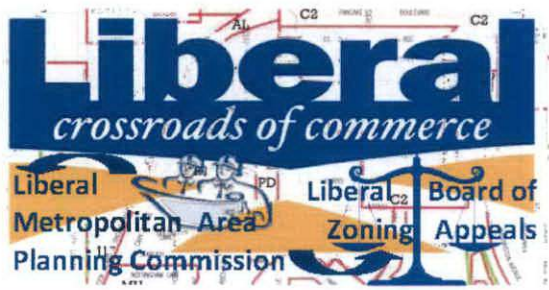
Regarding Item Numbers:

1. Stability and integrity of zoning district: I see one client an hour. Sometimes I may see a couple or family who may come in two separate vehicles. The driveway can hold four vehicles in addition to the 2-car garage, so there will be no reason for anyone to use street parking.
2. Conservation of property values: I will not bring down the value of property. There will be no sign outside making it look like a commercial zone. Carolyn Huddleston, PhD, has had her office in her home for decades.
3. Protection against fire and casualties: We have a fire extinguisher for every floor. I will not modify or change the integrity of any existing structure.
4. Observation of general police regulations: All laws and regulations will be followed.
5. Prevention of traffic congestion: There will be no traffic congestion. There will be at most three vehicles on our driveway at one time. This will occur only if I happen to have a couple who come in separate vehicles, as well as a translator present. I currently see clients from 11 am to 7 pm. Having the office in my home will allow me to easily see clients earlier or later, depending on the need in Liberal and surrounding cities I serve. Forty percent of my clientele I see through telehealth so there will be no one entering the home or driving through the street during these times. Ten percent of my business is writing psychological evaluations during which time no one will be parked at the home except possibly my office manager.



Driveway has room for four parking spots (in addition to 2-car garage) -
please see next photo





The CITY of LIBERAL

Liberal Metropolitan Area Planning Commission & Liberal Board of Zoning Appeals
(620) 626-2261 ~ P.O. BOX 2199 ~ LIBERAL, KS. 67905-2199

December 7, 2023

To Whom It May Concern:

Because you own property within 200' (feet) of 2124 Nevada Dr., you are hereby notified of a Special Use Permit request for a Home Occupation, has been submitted to be opened at 2124 Nevada Dr. This is allowed with a Special Use Permit in Article VI Section 1 (C)(15)(d) of the Zoning Ordinance.

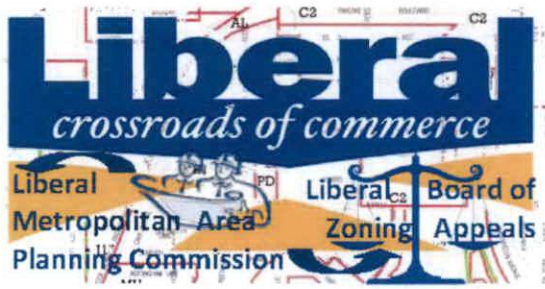
This letter is to advise that the Liberal Area Board of Zoning Appeals will conduct a Public Hearing on January 11, 2024 at 7:00 P.M., in the Commission Chambers, 950 S Grant., Liberal, Kansas where any and all persons desiring to speak for or against this Special Use permit request may appear during the meeting and make a statement.

Additional information concerning this requested Special Use permit may be obtained from the Planning & Zoning Administrator at City Hall, 324 North Kansas Avenue, 7:30 AM – 5:30 PM Monday through Thursday and 7:30 AM – 11:30 AM Friday, call (620) 626-2261 or email planning.zoning@cityofliberal.org.

Thank you,


Keith Bridenstine, CBO
Planning & Zoning Administrator





The CITY of LIBERAL

Liberal Metropolitan Area Planning Commission & Liberal Board of Zoning Appeals
(620) 626-2261 ~ P.O. BOX 2199 ~ LIBERAL, KS. 67905-2199

7 de diciembre de 2023

A quien le interese:

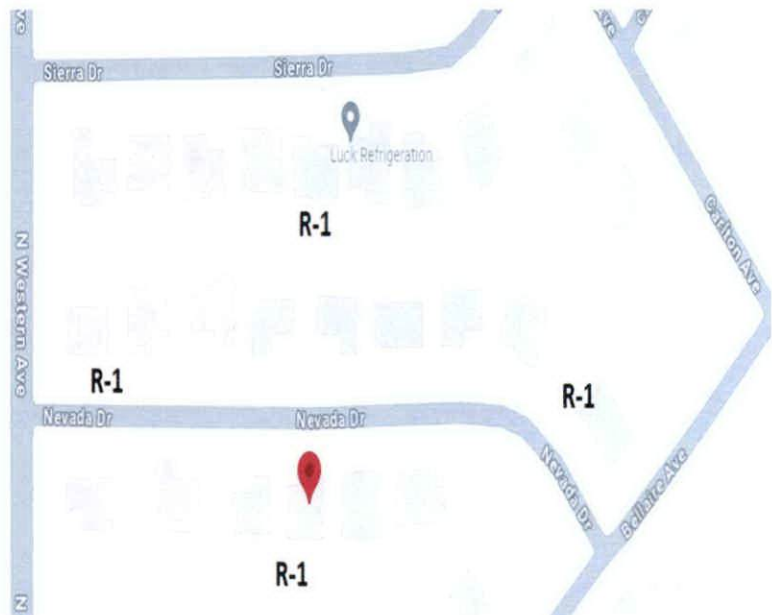
Debido a que usted es dueño de una propiedad dentro de los 200 pies de 2124 Nevada Dr., por la presente se le notifica que se ha presentado una solicitud de Permiso de uso especial para una ocupación en casa para abrir en el 2124 Nevada Dr. Esto está permitido con un Permiso de uso especial. en el Artículo VI Sección 1 (C)(15)(d) de la Ordenanza de Zonificación.

Esta carta es para informar que la Junta de Apelaciones de Zonificación del Área Liberal llevará a cabo una audiencia pública el 11 de enero de 2024 a las 7:00 p. m., en las Cámaras de la Comisión, 950 S Grant., Liberal, Kansas, donde todas y cada una de las personas que deseen hablar a favor o en contra de esta solicitud de permiso de Uso Especial podrá presentarse durante la reunión y hacer una declaración.

Se puede obtener información adicional sobre este permiso de uso especial solicitado con el Administrador de Planificación y Zonificación en el Ayuntamiento, 324 North Kansas Avenue, de 7:30 a. m. a 5:30 p. m. de lunes a jueves y de 7:30 a. m. a 11:30 a. m. los viernes. Llame al (620) 626-2261 o envíe un correo electrónico a Planning.zoning@cityofliberal.org.

Thank you,

Keith Bridenstine, CBO
Planning & Zoning Administrator



KLENDA AUSTERMAN LLC

Attorneys At Law

Gary M. Austerman
J. Michael Morris
Jeffrey D. Peier
Scott A. Eads
Gregory B. Klenda
Christopher A. McElgunn
Todd E. Shadid
Chad S. Nelson
♦ Christopher J. Vinduska
David W. Steed
Michelle L. Brenwald
Chasity M. Helm
Eric W. Lomas
Alex P. Flores

1600 Epic Center, 301 N. Main
Wichita, Kansas 67202-4816

Telephone: (316) 267-0331
Telefacsimile: (316) 267-0333

www.KlendaLaw.com

♦ Jonathan B. Dennis
Madison J. Dressman
Ethan M. McInteer
Zachary T. Smith
Lauren N. Wright

♦ Licensed also in Missouri

L.D. Klenda (1937-1996)
Bruce W. Zuercher (1931-2008)

January 3, 2024

Keith Bridenstine
Liberal Metropolitan Planning Commission
PO Box 2199
Liberal, KS 67905-2199

RE: Special use permit request
2124 Nevada Dr., Liberal, Ks.

Dear Mr. Bridenstine:

We represent Dr. Mona Rane concerning her objection to the special use application for the property at 2124 Nevada, Liberal, KS filed by Maria Lauralynn Nobelas, PhD. We have also been authorized to make the same objection on behalf of five neighbors surrounding the special use location. The objection is based on a number of concerns.

Dr. Rane chose this location for her residence because it is a quiet neighborhood with privacy. It was not established for commercial or professional use. She has an expectation that the current use will be maintained. She has safety concerns related to the flow of potential mental health patients in and out of the neighborhood that increases the risk to her and her neighbors. It is a statistical fact that clinical psychologists have a higher rate of homicide and assaults inflicted on them than the general public. This risk comes from the psychologists interaction with a range of mentally disturbed patients. Further, Dr Rane's research has indicated that it is not recommended that clinical psychologists see patients at their home. Her research indicates that most psychologists do not want their patients to know where they live, not to mention liability issues. If an especially troubled patient is seen at the home and it is determined that there is an acute, potentially psychotic risk, the damage is done as far as that patient knowing where the doctor lives. This risk is potentially passed on to neighbors of Dr. Nobelas. In short, it is recommended that a clinical psychologist maintain a separation between their home and work environment.

Keith Bridenstine
January 3, 2024
Page 2 of 2

There is an obvious concern about the impact on home values with a commercial use in a residential neighborhood, especially this type of use. There may be parking concerns. These are all issues that are the basis of the objection to the special use application. We request that the special use application be denied.

Enclosed are the objections of the surrounding neighbors.

Very truly yours,

KLEND AUSTERMAN LLC



Gary M. Austerman

GMA/psh
Encl.



Rex Rane <rex3colorado@gmail.com>

Zoning Commission - Special Use Zoning Permit

2 messages

Rex Rane <rex3colorado@gmail.com>
To: crystal@crystalkinsinger.com

Wed, Dec 27, 2023 at 1:54 PM

Hi Crystal,

Would you send me an email with the following statement, please. That way, my attorney can send a letter to the Zoning Commission prior to the meeting on 1.11.2024.

This email is to authorize Dr. Mona Rane (2132 Nevada Drive), to contact zoning authority via her attorney Mr. Gary Austerman, to include me (Name & Address) in the objection to the Special Use Zoning Permit at 2124 Nevada Drive based on safety concerns, reducing property value, increase vehicle traffic, parking concerns, increasing foot traffic.

Crystal J Kinsinger <crystal.j.kinsinger.vacp9q@statefarm.com>
To: Rex Rane <rex3colorado@gmail.com>

Fri, Dec 29, 2023 at
3:57 PM

This email is to authorize Dr. Mona Rane (2132 Nevada Drive), to contact zoning authority via her attorney Mr. Gary Austerman, to include us (Philip & Crystal Kinsinger, 2116 Nevada Dr., Liberal, KS) in the objection to the Special Use Zoning Permit at 2124 Nevada Drive based on safety concerns, reducing property value, increase vehicle traffic, parking concerns, increasing foot traffic.

[Quoted text hidden]

John Zirkle <zirkledpt@gmail.com>
To: Rex Rane <rex3colorado@gmail.com>

Fri, Dec 29, 2023 at 11:06 AM

Let me know if that will work for what we need. Thank you for helping taking care of this for us!

On Dec 29, 2023, at 9:53 AM, Rex Rane <rex3colorado@gmail.com> wrote:

Good Morning,
I do appreciate your support in the matter of Special Zoning Permit. Would you send me an email with the following statement, please. That way, my attorney can send a letter to the Zoning Commission prior to the meeting on 1.11.2024 at 7 pm.

This email is to authorize Dr. Mona Rane (2132 Nevada Drive), to contact zoning authority via her attorney Mr. Gary Austerman, to include My Spouse and I, Dr. Taylor Zirkle PT DPT and Dr. John R. Zirkle PT, DPT in the objection to the Special Use Zoning Permit at 2124 Nevada Drive based on safety concerns especially that evolving our small children, reducing property value, increase vehicle traffic on a street that is not considered a through street, parking concerns, increasing foot traffic.

Rex Rane <rex3colorado@gmail.com>
To: John Zirkle <ZirkleDPT@gmail.com>

Fri, Dec 29, 2023 at 11:29 AM

This is perfect, thank you so much!
What is your Nevada home address?
[Quoted text hidden]

John Zirkle <zirkledpt@gmail.com>
To: Rex Rane <rex3colorado@gmail.com>

Fri, Dec 29, 2023 at 12:14 PM

It is 2113 Nevada Drive, Thanks again!
[Quoted text hidden]



Rex Rane <rex3colorado@gmail.com>

Special Use Zoning Permit Objection

2 messages

Karin Gokey <karin.gokey@nationalbeef.com>

Thu, Dec 28, 2023 at 3:21 PM

To: "rex3colorado@gmail.com" <rex3colorado@gmail.com>

This email is to authorize Dr. Mona Rane (2132 Nevada Drive), to contact zoning authority via her attorney Mr. Gary Austerman, to include Rick and Karin Gokey, 2125 Nevada Drive in the objection to the Special Use Zoning Permit at 2124 Nevada Drive based on safety concerns, reducing property value, increase vehicle traffic, parking concerns, increasing foot traffic. Should you have any questions please feel free to contact me at (620) 482-3855 or by e-mail at Karin.gokey@nationalbeef.com.

Karin Gokey

Rex Rane <rex3colorado@gmail.com>

Thu, Dec 28, 2023 at 3:25 PM

To: Karin Gokey <karin.gokey@nationalbeef.com>

Received, thank you. I appreciate it.
[Quoted text hidden]

Erika Garibay <arika2002@hotmail.com>
To: Rex Rane <rex3colorado@gmail.com>

Fri, Dec 29, 2023 at 11:41 AM

I'm Erika Garibay the owner of the residence located at 2149 Nevada Dr in Liberal Ks. I OBJECT to the residence located at 2124 Nevada Dr to obtain a SPECIAL USE PERMIT.

The reason I purchased my property in this area was due to the quiet safe neighborhood for my three children. Furthermore taxes are higher in this area ;however I'm willing to pay for the safety of my family.

My husband is also a business owner, and pays for office space in another part of Liberal because it is NOT APPROPRIATE to have an office and run your business in a residential area.

It is my understanding that the SPECIAL PERMIT will be to allow the owner to operate her psychiatric office practice from her home. This is a major safety concern not only for the entire neighborhood, but for her own safety. Based on the owner's personal online advertising website she list that she evaluates patients with anger issues, PTSD, depression, anxiety, border line personality disorder, bipolar, and other mood disorders to list a few. As an emergency room nurse I have cared for multiple patients with this diagnosis, and many times they are unstable individuals whom I personally do not want them knowing where I live or close to my home.

Truly hope this explanation of my concerns for the reasons this SPECIAL PERMIT should be DENIED is taken into consideration as this is a major safety concern.



Rex Rane <rex3colorado@gmail.com>

Special Use zoning permit objection

4 messages

Liz Lopez <lizmommyof4lopez@yahoo.com>

Wed, Dec 27, 2023 at 6:53 PM

To: Rex Rane <rex3colorado@gmail.com>

We, Hugo and Lizbeth Lopez, residing at 2101 Nevada Drive, Liberal, KS 67901, hereby **OBJECT** to the request made by 2124 Nevada Dr of a Special Use Permit.

As homeowners, parents and neighbors we feel it is extremely dangerous to bring this permit into the neighborhood for our families safety. Our homes are our safety net. Allowing this permit will not only be dangerous for our own kids to even be playing outside but also increase vehicle traffic, parking concerns and increase foot traffic as well. We won't even feel safe to sit outside and enjoy a family outing during nice weathers due to the concerns specified.

This permit will also decrease the value of our homes! As homeowners, we already pay high property taxes in a RESIDENTIAL area. This area shall remain as a residential area not commercial area!! We enjoy our neighborhood. We fully **OBJECT!!**

If you have any questions, please do not hesitate to contact us at 620-655-4150, via email, or via mail correspondence.

[Quoted text hidden]

Liz Lopez <lizmommyof4lopez@yahoo.com>

Wed, Dec 27, 2023 at 7:42 PM

Reply-To: Liz Lopez <lizmommyof4lopez@yahoo.com>

To: Rex Rane <rex3colorado@gmail.com>

We, Lopez' residence, would like to also specify additional dangers we've already specified on the previous email but also Court-appointed cases with Anger Issues, Bipolar and other mood disorders, Bullying, Family Conflicts, Gender Identity, and Psychological Disorders to mention a few.

Sent from Yahoo Mail on Android

[Quoted text hidden]

Liz Lopez <lizmommyof4lopez@yahoo.com>

Wed, Dec 27, 2023 at 7:48 PM

Reply-To: Liz Lopez <lizmommyof4lopez@yahoo.com>

To: Rex Rane <rex3colorado@gmail.com>

Sent from Yahoo Mail on Android

On Wed, Dec 27, 2023 at 7:42 PM, Liz Lopez

<lizmommyof4lopez@yahoo.com> wrote:

We, Lopez' residence, would like to also specify additional dangers we've already specified on the previous email but also Court-appointed cases with Anger Issues, Bipolar and other mood disorders, Bullying, Family Conflicts, Gender Identity, and Psychological Disorders to mention a few.

Sent from Yahoo Mail on Android

On Wed, Dec 27, 2023 at 6:53 PM, Liz Lopez

<lizmommyof4lopez@yahoo.com> wrote:

We, Hugo and Lizbeth Lopez, residing at 2101 Nevada Drive, Liberal, KS 67901, hereby **OBJECT** to the request made by 2124 Nevada Dr of a Special Use Permit.

As homeowners, parents and neighbors we feel it is extremely dangerous to bring this permit into the neighborhood for our families safety. Our homes are our safety net. Allowing this permit will not only be dangerous for our own kids to even be playing outside but also increase vehicle traffic, parking concerns and increase foot traffic as well. We won't even feel safe to sit outside and enjoy a family outing during nice weathers due to the concerns specified.

This permit will also decrease the value of our homes! As homeowners, we already pay high property taxes in a RESIDENTIAL area. This area shall remain as a residential area not commercial area!! We enjoy our neighborhood. We fully **OBJECT!**

We would like to also specify additional dangers we've already specified on the above paragraphs but also Court-appointed cases with Anger Issues, Bipolar and other mood disorders, Bullying, Family Conflicts, Gender Identity, Pedophiles, Sexual Predators, Individuals with Criminal background and Psychological Disorders to mention a few.

If you have any questions, please do not hesitate to contact us at 620-655-4150, via email, or via mail correspondence.

MINUTES REGULAR MEETING LIBERAL BOARD OF ZONING APPEALS

The Board of Zoning Appeals regular meeting on January 11, 2024 at 7:00 PM, in the City Commission Chambers, 950 S Grant.

<u>Members</u>	<u>Present Today</u>	<u>No. of Meetings Held in 2024</u>	<u>No. of Meetings Attended in 2024</u>
Steve Merz, Chairman	Yes	1	1
Edgar Ortuno, Vice Chairman	Yes	1	1
Monalicia Arredondo	Yes	1	1
Jeff Hall	Yes	1	1
Jairo Vazquez	Yes	1	1
Nick Schwindt	Yes	1	1
Vacant			

Staff members: Keith Bridenstine, Zoning Administrator; Arlene Rosales, Secretary of the Board.

Steve Merz calls the meeting to session at 7:00PM. Steve notes we have a quorum.

Item #1

Election of Chairman & Vice-Chairman

Steve opens the floor for nominations & a motion for Chairman.

Jairo Vazquez nominates Steve Merz as Chairman. With Edgar Ortuno seconding the motion.

AYES: Schwindt, Vazquez, Hall, Arredondo, Ortuno

NAYES: None

ABSTAIN: Merz.

ABSENT: None.

All in favor, motion carried unanimously.

Steve opens the floor for nominations & a motion for Vice-Chairman.

Mona Arredondo nominates Edgar Ortuno as Vice-Chairman. With Jairo Vazquez seconding the motion.

AYES: Schwindt, Vazquez, Hall, Arredondo, Merz

NAYES: None

ABSTAIN: Ortuno

ABSENT: None.

All in favor, motion carried unanimously.

Item #2

a. Approval of the BZA Minutes of November 9, 2023 Regular Meeting.

Edgar Ortuno makes a motion to accept the minutes of November 9, 2023 as presented with Nick Schwindt seconding the motion.

AYES: Merz, Schwindt, Vazquez, Hall, Arredondo, Ortuno.

NAYES: None

ABSTAIN: None

ABSENT: None

All in favor, motion carried unanimously.

b. Approval of the BZA Minutes of November 30, 2023 Special Meeting.

Jairo Vazquez makes a motion to accept the Special Meeting minutes of November 30, 2023 as presented with Mona Arredondo seconding the motion.

AYES: Merz, Schwindt, Vazquez, Hall, Arredondo, Ortuno.

NAYES: None

ABSTAIN: None

ABSENT: None.

All in favor, motion carried unanimously.

Item #3

Case BZ-23-11: The owner is requesting a Special Use for a Home Occupation. This is allowed with a Special Use Permit in Article VI Section 1 (C)(15)(d) of the Zoning Ordinance, will apply to the following described property:

Nellie Tucker 7th Addn, Block 3, Lot 5 to the City of Liberal, Seward County, Kansas. [Parcel: 088-149-29-0-30-17-003.00-0] [Location: 2124 Nevada Dr.]

Keith Bridenstine states this is for a Home Occupation at 2124 Nevada Dr. to be used as a home Phycologist office. The required publications and mailing have been made. I had received multiple in-person and phone related objections for this Special Use, I also received an official letter from Klenda Austerman Attorney at Law, LLC, objection on behalf of the residence of six (6) neighborhood homes. The letter cites safety concerns with higher victim rates among Phycologist for homicide and assault. *Keith reads letter out loud.* Upon review of specific zoning rules this meets the definition of a medical, dental or health clinic under Article III #67. In Article XX Section 8 (5)(f) states, medical or dental office, clinics or hospitals. Shall not be included as a home occupation. Your approval or denial for this Special Use application will be recommended to the City Commission after the 14-day statutory waiting appeal February 13, 2024

Chairman Merz opens the public portion of the meeting.

Laura Noblejas, Licensed Phycologist, 2124 Nevada Dr., I get everyone's concerns especially with the laws of the mass shooters that has happened in this country. I think it is valid that people are afraid. God Blessed me with knowing I wanted to be a Phycologist since the 7th grade & educate people about mental illness. There is a lot of negative stigma, flaws and unfair beliefs of people with mental illness. I feel like I grew up in a psych office, I worked in one since age 18 and for the next 4 years, I was a secretary then I was a psychiatric technician. The first year I was there I witnessed a patient being restrained, it was scary so I get why everyone is scared. There will be no traffic congestion, we have 4 parking spaces in our driveway including the two inside the garage. Doctors, physicians and surgeons they have a higher likelihood of being shot than phycologist do. I don't see schizophrenia or substance abuse patients, those are the two more likely to commit a violent crime I haven't had a schizophrenic patient since 2012-2013. If I would have my office in my home it increases some confidentiality. What

qualifies as a mental illness are clients who have lost husbands, daughters, sons, family members who are grieving. When people think of mental illness they think of schizophrenic, the command hallucinations. Because of COVID, 30-40% of patients don't even come into my office, they use telehealth. Most of my clients are attorneys, doctors' nurses, other medical profession, National Beef & Seaboard employees. I see youth patients ages 5-17. Carol Huddleston lives on 7th St. she has had her practice at home for years, she is grandfathered in. I encourage you to look at the data from 2003-2020 of medical professions were killed in this time, 27% of psychologist & 73% of physicians. There is a commercial building used as a Church practically behind my home. My office now is also very close to a residential area. I am by myself most times in the afternoon and I am not afraid of these patients.

Jeff Hall asks are you currently operating in your home now?

Mrs. Noblejas states she is operating at 18 Plaza Dr.

Jairo Vazquez asks what does your screening process look like?

Mrs. Noblejas states she has an access form, they ask questions over the phone and are able to determine whether they can see the patients or not. I give them a referral to another specialist.

Chairman Merz ask how do you handle seeing a patient in person and realizing it is not something you can take in office?

Mrs. Noblejas states I let them know right then and there that I won't be able to help them and refer them to 3 different people I know would help them.

Chairman Merz asks do you keep any psychotic drugs in your possession?

Mrs. Noblejas states she does not.

Erika Garibay, ER Nurse, 2149 Nevada Dr., states Dr. Noblejas advertises on her website she deals with anger issues. Ask yourselves would you feel safe if your kids are left home alone and these patients are roaming around looking for her address? She also says she sees patients till 9pm at night. I have teenage kids who sometimes stay home alone, one of these angry patients come up to the wrong door, it only takes one time to make them upset. Patients won't admit over the phone if they are on drugs. Her office would not be more private in her home, neighbors are outside constantly.

John Zirkle, 2113 Nevada Dr., I have 2 little boys. You can't always screen anyone correctly. The patients have the telehealth options as well. I am against this.

Krystal Kinsinger, 2116 Nevada Dr., states she is also against this Special Use Permit.

City Manager Varnado states they city is exceptionally supportive of mental health. We have one of the strongest employee assistance programs. The danger you are facing is once you say yes then the doors open. The city staff will have difficulty recommending approval to our commission.

Dr. Mona Rane, 2132 Nevada Dr. spoke against this Special Use Permit due to safety concerns.

Luz Lopez 2117 Nevada Dr. fully objects to this Special Use Permit

Lisbet De La Cruz, 2141 Nevada Dr, stated she recently move into the neighborhood. She is against this Special Use due to safety concerns

Chairman Merz closes the public portion of the meeting

Vice-Chairman Ortuno states he empathizes with both parties. I do believe in order to reserve the integrity of the neighborhood there is certain boundaries we need to respect. There is also this concern with the planning and zoning perspective, if we do agree with this what does that open the door too in the future?

Jeff Hall states we all need to take in consideration of what our last speaker said "would you want this in your neighborhood?". I know there are a lot of home business in town, Keith do you have a number on how many we have in town? City Manager Varnado stated we have approx. 1,064 and 210 actual registered business.

Nick Schwindt states I am very sympathetic to the neighborhood when we have that many people come before the board. We are not going to ignore that. I wouldn't want it in my neighborhood either.

Chairman Merz states I respect and thank everyone for having the courage to stand up and speak for yourself. I also have to agree with our City Manager, we have to be very careful with opening the door to variance and Special Uses, we get something started we can't contain or we triple the work load on the Building Department. Even though we are not elected officials here we are Stewards of the community.

Jairo Vazquez states one thing that concerns me is the liability. If we would say yes and anything were to happen, it would be really hard for me to live with myself if God forbid something happened.

Monalicia Arredondo states listening to all the concerns and the factual information and being a commercial owner, I understand that residence should be kept as residence. I would have to deny this.

Jeff Hall makes a motion to deny the Special Use Permit for the Home Occupation with Nick Schwindt seconding the motion.

AYES: Merz, Schwindt, Vazquez, Hall, Arredondo, Ortuno.

NAYES: None

ABSTAIN: None

ABSENT: None

All in favor, motion carried unanimously.

Item #4

Case BZ-23-12: The owner is requesting a variance, in order to install an advertising sign in a C-2 zone & an exception to a distance setback, which can be permitted to be placed at this location by majority vote by the Planning Commission in accordance with the Zoning Ordinance in Article XXIV, Section 10. The requested Variance will apply to the following described property:

SURFACE AND SURFACE RIGHTS ONLY, in and to: S34, T34, R33, BEG 1960'E & 1450'S NW COR SEC 34 TH SELY336.4'; SWLY931'; NWLY822'; NWLY40'; NELY250' TO POB to the City of Liberal, Seward County, Kansas. (Address: 1200 E Pancake Blvd.).

Keith states this sign will be at the Red Barn Truck Wash, they will take down an existing billboard that is out there. They are asking for two variances to the zoning code. One is for the zone in which advertising signs are allowed the other is for the separation

distance we require between advertising signs. Article XVI only allows for advertising signs on property zoned I-2 Industrial. The current zones are a C-2 Commercial for the first proposed billboard & I-2 for the second billboard. The distance of billboard signs is not less than 660 ft. The proposed location for the 2nd billboard will be 330 ft from the first billboard. The 330 ft separation will still exceed what KDOT requires, they have a required if 300 ft separation. If approved from this board it will still require an approval letter from KDOT with their okay. I received one phone correspondence regarding this case who was not opposed to this.

Chairman Merz opens the public portion of the meeting.

Nathan Haskell, Luminous Neon Sign Company, states he is happy to answer any questions.

Nick schwindt asks is 300 ft the max of the distance he can get?

Mr. Haskell states 300 ft is the regulation for KDOT but he is asking for 330 ft. The reason we are requesting the spacing portion of this is the potential change on 54, the further West we could push these billboard signs the better.

Nick states if they could go 420 ft? I think the signs are too close together.

Mr. Haskell states on the West side of town, we own a cluster of 4 signs which do have the 300 ft spacing. These are static boards and not electronic boards due to traffic safety.

Jairo states what is the foundation for these billboards?

Mr. Haskell states the steel structure, we direct bury 24in steel base bolt. We've been doing a 36"-auger footing that goes 14 ft deep.

Chairman Merz states if he has had any discussion with the state with this information?

Nathan states he has been talking to them. They need the City approval first before they decide.

Steve closed the public portion of the meeting.

Board members discuss.

Monalicia Arredondo makes a motion to grant the Sign Variance, with Edgar Ortuno seconding the motion.

AYES: Merz, Vazquez, Hall, Arredondo, Ortuno

NAYES: Schwindt

ABSTAIN: None

ABSENT: None

All in favor, motion carried unanimously.

Item #5

Chikas Fresas Color Scheme Discussion.

Keith Bridenstine states Article XXVIII of the Zoning Regulation states exterior of building colors from Pancake to 6th St. have to be approved by the Planning & Zoning Board, the code states the color has to be a mutual agreeable color, but It lays out no agreeable or preferred color scheme. They received a stop work order, now they are here before you.

City Manager Varnado states the owners complied right away and came in to speak to us and we laid out a plan to get this before you. I did allow them to finish painting the front of the building. I care that the business pays for their Business license, pays for their sales tax & pay for their property tax. I appreciate the partnership with the owners

and their willingness to come in. When the owner came in to discuss the site plan, she and Keith discussed the inside & the exterior never made it to the right spot.

Citlali Reyes & Erika Marino, owners of Chikas Fresas, states the color pink represents what our business is. My mom used to sell chocolate covered strawberries from her house for family or friends, that is where "Fresas" comes in. "Chikas" my mom has 3 other daughters. When you walk into our restaurant you just get hit with pink. We sell desserts we sell food. We would really appreciate if we were to get your approval to keep the pink, it brings color to Liberal.

Nick Schwindt ask where are they located now?

Ms. Reyes states we are at 7 Village Plaza.

Edgar states if the owners can walk him through the process of getting the building, getting approval of plans & permits.

Ms. Reyes states they got the building first and it took them about 6-7 months to come up with idea on the building and then hired a contractor and from there we started getting permits.

Erika Marino via City of Liberal employee translator, Erika Villa, states Ms. Marino has come into City hall to talk to me since the beginning of buying the building. She did ask about the painting of the building & we told her no and she can paint herself. She did not know about the requirement or rule on having to ask before starting. When Ms. Marino talked to people within City Hall they didn't even realize there was some kind of code regarding the painting of the building. Ms. Marino likes the color pink and brings something colorful to Liberal. They want to bring new things to Liberal.

Ms. Reyes states they asked surrounding business neighbors if they were okay with the color pink and they got mostly yes

Steve ask if they received any opposed?

Ms. Marino states they did not get any testimonies.

Ms. Reyes states the business cattycorner to them was not okay with the color at first but they saw the finished product and are fine with it now.

Steve asks when we do a change of use classification for a building, that does not come before us?

Keith states no it does not.

Steve ask should it come before us?

City Manager Varnado states when you do a change of use its more about maintain the fire code then it is coming before the P&Z board.

Steve closes the public portion of the meeting.

Jairo states this is just a personal opinion but I feel like the social media got out of hand, I think overall as a board and as a City we are doing a good job on changing and making it easier on business that want to do cool things like this possible. There were a lot of negative things said about the City, it was a little bit too much.

Steve states pink is not his color and has no problem with it at all but he is excited about this new business in town.

Nick states it is a beautiful color of pink.

Jeff states it looks great, who's to says what's a good color or what's a bad color.

Edgar states he is all for the color.

Steve Merz states all in favor of the pink say aye, all ayes.

Motion carried unanimously.

AYES: Merz, Vazquez, Hall, Arredondo, Ortuno, Schwindt

NAYES: None

ABSTAIN: None

ABSENT: None

Item # 6

Repeal of the Kansas Ave Overlay District, Article XXVIII.

Keith Bridenstine states the Kansas Ave Overlay District mostly just repeats verbiage elsewhere in the code, where it does differ is the requirements of business owner to paint their building and that code only lays out a mutual agreeable color and not a preferred color. The idea is we take out Article XXVIII entirely from the zoning code. It does not change anything other than the requirement for business owners to ask permission before they paint their building between Pancake and 6th St.

Mayor Jose Lara states we are trying to make things easier for businesses to expand. I did not like that we have a district that only those specific building owners have to come and get permission to paint. I would recommend we go ahead and repeal that and get rid of one more step business have to come through and deal with.

Nick state when repealing that, doesn't It open the doors to anything? What would be your approved colors or unapproved colors?

Mayor Lara states as long as it's not foul or offensive I don't find a color is our jurisdiction to deal with.

Further discussion held.

Edgar Ortuno makes a motion to repeal The Kansas Ave Overlay District Article XXVIII and forward it to the City Commission for final approval with Jeff Hall seconding the motion.

AYES: Merz, Schwindt, Vazquez, Hall, Arredondo, Ortuno.

NAYES: None

ABSTAIN: None

ABSENT: None

All in favor, motion carried unanimously.

Meeting closed.

Steve Merz, Chairman

ATTEST:

Arlene Rosales, Secretary



**CITY OF LIBERAL
CITY COMMISSION MEETING
February 13, 2024
AGENDA ITEM # 16.**

To: Mayor Jose Lara
Vice Mayor Jeff Parsons
Commissioner Ron Warren
Commissioner Janeth Vazquez
Commissioner Matt Landry

Date: February 13, 2024

From: Brian Fornwalt, Airport Manager

RE: Land Sale Deed of Release

The Liberal Airport is selling more lots to tenants. We have 7 at this time that we are selling with more to come in the future. The 7 are Cimarron Investments, Crown Consulting, Firma Dechant, Gary & Kristen Classen, Darren Gilmore, Jayhawk Southwest and Richardson Trucking. The FAA has sent the Deed of Release for commission approval and to finalize the land sale for these tenants.

Recommendation:

Staff recommends that the commission approve the Deed of release and allow the mayor to sign and for the airport manager to send the signed release back to the FAA. Then allow for the city attorney to proceed with the land sale contract with the buyers of the land.



U.S. Department
of Transportation

**Federal Aviation
Administration**

Central Region
Iowa, Kansas,
Missouri, Nebraska

901 Locust
Kansas City, Missouri 64106
(816) 329-2600

January 17, 2024

Mr. Brian Fornwalt, Airport Manager
Liberal Mid-America Regional Airport
302 Terminal Road
PO Box 2199
Liberal, Kansas 67901

DEED OF RELEASE for the
Release and Sale of Airport Property
Liberal Mid-America Regional Airport (LBL)
Eleven parcels, 10.27 acres
Liberal, Kansas

Dear Mr. Fornwalt:

Enclosed is the deed of release for eleven parcels of tenant improved property in the industrial park. We have concluded that these parcels, as legally described in the enclosed Deed of Release, meets the conditions for release. We have also concluded that the release and use of such land for industrial use and will not interfere with the operation, maintenance or future development of the airport.

By accepting this release, the Airport Owner agrees to:

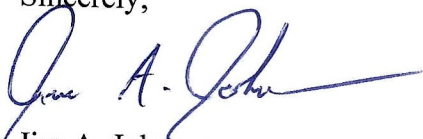
1. Deposit, immediately after the sale, the net sale proceeds based on its current FMV or an equivalent amount, into an identifiable interest bearing account currently paying the highest interest rate. The proceeds should remain in this account until utilized in accordance with FAA Order 5190.6B, Chapter 22.
2. Maintain accurate records of the above listed land disposals in accordance with accepted business practices, and for three (3) years after the approved project is completed, keep the records open for inspection by the FAA at any time.
3. Ensure that whoever the land is initially and subsequently conveyed to, including the airport owner, they and their successors and assigns protect the rights and interests of the public in the Liberal Mid-America Regional Airport and prevent any use of subject property that would constitute an airport hazard.

4. Ensure that they and their successors and assigns retain, for the use and benefit of the public, the right of flight for the passage of aircraft in the airspace above the surface of the subject property, the right for existing and future aircraft to generate noise in that airspace, and the right to use the airspace to land on or take off from the airport.
5. Ensure that they and their successors and assigns shall not permit/afford access from the subject property onto the Liberal Mid-America Regional Airport property.
6. Update the Airport Layout Plan and Exhibit A Property Map upon acceptance of the release to reflect the new airport boundaries. A copy of the updated Exhibit A Property Map is to be submitted electronically to the FAA land specialist to satisfy this requirement of the release.

In consideration of these premises, the FAA agrees to release the Airport Owner from the obligations, terms, and conditions of the existing grant agreements as of the date of this agreement as they may relate to the subject property.

Please indicate your acceptance of these conditions by signing and completing the bottom portion of this letter and its enclosed duplicate. Return one copy of the letter to our office along with one copy of the signed and recorded Deed of Release. The Deed of Release must be recorded in the County Recorder's Office and include the book and page number of the recorded document.

Sincerely,



Jim A. Johnson
Director, Airports Division

Enclosures

Accepted for the Liberal Mid-America Regional Airport, Liberal, Kansas

By: _____
Title: _____
Date: _____

DEED OF RELEASE

This instrument, a Deed of Release, made by the United States of America, Acting by and through the Administrator of the Federal Aviation Administration, Department of Transportation, under and pursuant to the powers and authority contained in the provisions of 49 U.S.C. §47153, to the City of Liberal, Kansas, a body politic, created, operating, and doing business under the laws of the State of Kansas, WITNESSETH:

WHEREAS, the Airport Owner has requested the United States of America to release the hereinafter described real property from all of those terms, conditions, reservations and restrictions of the said instrument(s) of transfer; and

WHEREAS, the Administrator of the Federal Aviation Administration is authorized to grant releases pursuant to the powers and authority contained in 49 U.S.C. §47153; and

WHEREAS, by virtue of delegation of authority, the Director, Airports Division, Central Region, Federal Aviation Administration, under and pursuant to the powers and authority contained in 49 U.S.C. §47153 is authorized to make determinations on requests for Deeds of Release and to execute said Deed of Release to convey, quitclaim or release any right or interest reserved to the United States of America by an instrument of disposal; and

WHEREAS, the Director, Airports Division, Central Region, Federal Aviation Administration, has determined that the release of such real property as is hereinafter described, from all of the said terms, conditions, reservations and restrictions set forth in the above identified instrument of transfer will not prevent accomplishment of the purpose for which the property was made subject to such terms, conditions, reservations and restrictions and is necessary to protect or advance the interests of the United States of America in civil aviation.

NOW THEREFORE, for and in consideration of the above expressed recitals and of the benefits to accrue to the United States and to civil aviation, the United States of America, upon inclusion by the City of Liberal, Kansas in the Instrument of Transfer conveying title to the hereinafter described real property of provisions as follows:

- (1) That the City of Liberal, Kansas reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, for use of said airspace for landing on, or taking off from or operating on Liberal Mid-America Regional Airport.

- (2) That the City of Liberal, Kansas expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77. With full knowledge that at one time land was airport property and as such has associated noise, the property owner may not apply for noise abatement.
- (3) That the City of Liberal, Kansas expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with the landing or takeoff of aircraft at the Liberal Mid-America Regional Airport or interfere with air navigation and or communication facilities serving Liberal Mid-America Regional Airport, or otherwise constitute an airport hazard.
- (4) Ensure that the City of Liberal, Kansas and their successors and assigns shall not permit/afford access from the subject property onto Liberal Mid-America Regional Airport property.

HEREBY, releases the said real property from the terms, conditions, reservations, and restrictions as contained in the above-mentioned Instrument of Transfer from the United States of America to the City of Liberal, Kansas dated January 17, 2024 which real property is described:

Parcel 38:

Lots 1, 2, and 3, Block 9, Airport Industrial Park, to the City of Liberal, Seward County, Kansas, also being in Section 31, Township 34 South, Range 33 West of the 6th Principal Meridian, City of Liberal, Seward County, Kansas, more particularly described as follows by Thad C. Reynolds, L.S.#1354, on March 12, 2023: Commencing at the Southeast corner of said Section, thence N88°36'55"W along the South line of said Section a distance of 2190.61 feet, thence N01°22'29"E a distance of 250.97 feet to the Southeast corner of Lot 1, Block 9, also being the Point of Beginning of parcel to be described; thence continuing N01°22'29"E along the East line of said Lot 1 a distance of 204.98 feet to the Northeast corner of said Lot; thence N88°36'11"W a distance of 330.34 feet to the Northwest corner of Lot 3, Block 9; thence S01°22'29"W along the West line of said Lot a distance of 204.98 feet to the Southwest corner of said Lot; thence S88°36'11"E a distance of 330.34 feet to the Point of Beginning. Said parcel contains 1.55 acres, more or less, and is subject to easements, reservations and restrictions of record.

Parcel 39:

A parcel of land located in Lots 4,5 and 6, Block 11, A Replat of a portion of Blocks 6, 11, 12, 13 and 18, Airport Industrial Park, to the City of Liberal, Seward County, Kansas, also being in Section 31, Township 34 South, Range 33 West of the 6th Principal Meridian, City of Liberal, Seward County, Kansas, more particularly described as follows by Thad C. Reynolds, L.S.#1354, on March 12, 2023: Commencing at the Southeast corner of said Section, thence N88°36'55"W along the South line of said Section a distance of 2851.72 feet, thence N01°26'13"E a distance of 1448.25 feet to the Southwest corner of Lot 6, Block 11, A Replat of a portion of Blocks 6, 11, 12, 13 and 18, Airport Industrial Park Addition, to the City of Liberal, Seward County, Kansas, thence S88°35'26"E along the South line of said Lot a distance of 75.00 feet to the Point of Beginning of parcel to be described; thence continuing S88°35'26"E along the South line of Lots 4, 5 and 6 a distance of 164.84 feet; thence N01°22'13"E a distance of 132.03 feet to the North line of Lot 4; thence N88°35'25"W along the North line of Lots 4, 5 and 6 a distance of 164.69 feet; thence S01°26'13"W a distance of 132.03 feet to the Point of Beginning. Said parcel contains 21,753.94 square feet, more or less, and is subject to easements, reservations and restrictions of record.

Parcel 40:

A parcel of land located in Section 31, Township 34 South, Range 33 West of the 6th Principal Meridian, City of Liberal, Seward County, Kansas, also known as a portion of Lot 9 and all of Lot 10, Block 10, Airport Industrial Park Addition, to the City of Liberal, Seward County, Kansas, more particularly described as follows by Thad C. Reynolds, L.S.#1354, on April 18, 2023: Commencing at the Southeast corner of said Section, thence N88°36'55"W along the South line of said Section a distance of 2190.61 feet, thence N01°22'29"E a distance of 515.94 feet to the Southeast corner of said Block 10, thence N88°36'11"W along the South line of said Block a distance of 230.09 feet to the Southeast corner of Lot 10, also being the Point of Beginning of parcel to be described; thence continuing N88°36'11"W along said South line a distance of 125.94 feet; thence N01°22'29"E a distance of 211.95 feet to the North line of Lot 9; -thence S88°36'32"E along said North line and the North line of Lot 10 a distance of 125.94 feet to the Northeast corner of said Lot 10; thence S01°22'29"W along the East line of said Lot 10 a distance of 211.95 feet to the Point of Beginning. Said parcel contains 26,691.99 square feet, more or less, and is subject to easements, reservations and restrictions of record.

Parcel 41:

A parcel of land located in Section 31, Township 34 South, Range 33 West of the 6th Principal Meridian, City of Liberal, Seward County, Kansas, also known as all of Lots 11, 12, and 13, Block 23, Airport Industrial Park Addition, to the City of Liberal, Seward County, Kansas, more particularly described as follows by Thad C. Reynolds, L.S.#1354, on June 26, 2023: Commencing at the Southeast corner of said Section, thence N88°36'55"W along the South line of said Section a distance of 3221.16 feet, thence N01°25'17"E a distance of 728.04 feet to the Southwest corner of Lot 11, also being the Point of Beginning of parcel to be described; thence continuing N01°25'17"E along the West line of said Lot 11, 12 and 13 a distance of 337.00 feet to the Northwest corner of said Lot 13; thence S88°36'32"E along the North line of said Lot a distance of 90.00 feet to the Northeast corner of said Lot; thence S01°25'17"W along the East line of said Lot 11, 12 and 13 a distance of 337.00 feet to the Southeast corner of said Lot 11; thence N88°36'32"W along the South line of said Lot a distance of 90.00 feet to the Point of Beginning. Said parcel contains 30,330.00 square feet, more or less, and is subject to easements, reservations and restrictions of record.

Parcel 42:

Lots 10, 11, and 12, Block 25, Airport Industrial Park, to the City of Liberal, Seward County, Kansas, also being in Section 31, Township 34 South, Range 33 West of the 6th Principal Meridian, City of Liberal, Seward County, Kansas, more particularly described as follows by Thad C. Reynolds, L.S.#1354, on March 12, 2023: Commencing at the Southeast corner of said Section, thence N88°36'55"W along the South line of said Section a distance of 2911.41 feet, thence N01°25'14"E a distance of 2050.29 feet to the Southeast corner of Lot 12, Block 25, also being the Point of Beginning of parcel to be described; thence N88°35'00"W along the South line of said Lot 12 a distance of 200.00 feet to the Southwest corner of said Lot; thence N01°25'14"E a distance of 265.00 feet to the Northwest corner of Lot 10; thence S88°35'00"E along the North line of said Lot 10 a distance of 200.00 feet to the Northeast corner of said Lot 10; thence S01°25'14"W a distance of 265.00 feet to the Point of Beginning. Said parcel contains 1.22 acres, more or less, and is subject to easements, reservations and restrictions of record.

AND

Lot 13, Block 25, Airport Industrial Park, to the City of Liberal, Seward County, Kansas, also being in Section 31, Township 34 South, Range 33 West of the 6th Principal Meridian, City of Liberal, Seward County, Kansas, more particularly described as follows by Thad C. Reynolds, L.S.#1354, on March 12, 2023: Commencing at the Southeast corner of said Section, thence

N88°36'55"W along the South line of said Section a distance of 2911.41 feet, thence N01°25'14"E a distance of 2050.29 feet to the Southeast corner of Lot 12, Block 25, thence N88°35'00"W a distance of 220.00 feet to the Southeast corner of Lot 13, point also being the Point of Beginning of parcel to be described; -thence N88°35'00"W along the South line of said Lot 13 a distance of 90.00 feet to the Southwest corner of said Lot 13; thence N01°25'14"E along the West line of said Lot a distance of 145.00 feet; thence S88°34'58"E a distance of 90.00 feet to the East line of said Lot 13; thence S01°25'14"W along said East line a distance of 145.00 feet to the Point of Beginning. Said parcel contains 13,050.00 square feet, more or less, and is subject to easements, reservations and restrictions of record.

Parcel 43:

A parcel of land located in Section 6, Township 35 South, Range 33 West of the 6th Principal Meridian, City of Liberal, Seward County, Kansas, also known as a portion of Lot 7, Block 3, Airport Industrial Park Addition, to the City of Liberal, Seward County, Kansas, more particularly described as follows by Thad C. Reynolds, L.S.#1354, on June 20, 2023: Commencing at the Northeast corner of said Section, thence N88°36'55"W along the North line of said Section a distance of 1411.18 feet, thence S01°20'31"W a distance of 47.33 feet to the Northwest corner of said Lot, also being the Point of Beginning of parcel to be described; -thence continuing S01°20'31"W along the West line of said Lot a distance of 200.00 feet to the Southwest corner of said Lot; thence S88°20'27"E along the South line of said Lot a distance of 160.00 feet; thence N01°20'31"E a distance of 200.00 feet to the North line of said Lot; thence N88°20'27"W along said North line a distance of 160.00 feet to the Point of Beginning. Said parcel contains 31,999.51 square feet, more or less, and is subject to easements, reservations and restrictions of record.

AND

A parcel of land located in Section 6, Township 35 South, Range 33 West of the 6th Principal Meridian, City of Liberal, Seward County, Kansas, also known as Lot 1, Block 3, Airport Industrial Park Addition, to the City of Liberal, Seward County, Kansas, more particularly described as follows by Thad C. Reynolds, L.S.#1354, on June 20, 2023: Commencing at the Northeast corner of said Section, thence N88°36'55"W along the North line of said Section a distance of 1471.18 feet, thence S01°20'31"W a distance of 47.05 feet to the Northeast corner of said Lot, also being the Point of Beginning of parcel to be described; thence continuing S01°20'31"W along the East line of said Lot a distance of 235.00 feet to the Southeast corner of said Lot; thence N88°18'32"W along the South line of said Lot a distance of 130.00 feet to the Southwest corner of said Lot; thence N01°20'31"E along the West line of said Lot a distance of 234.93 feet to the Northwest corner of said Lot; thence S88°20'27"E along the North line of said Lot a distance of 130.00 feet to the Point of Beginning. Said parcel contains 30,545.93 square feet, more or less, and is subject to easements, reservations and restrictions of record.

AND

A parcel of land located in Section 31, Township 34 South, Range 33 West of the 6th Principal Meridian, City of Liberal, Seward County, Kansas, also known as a portion of Lot 8 and Lot 9, Block 10, Airport Industrial Park Addition, to the City of Liberal, Seward County, Kansas, more particularly described as follows by Thad C. Reynolds, L.S.#1354, on April 19, 2023: Commencing at the Southeast corner of said Section, thence N88°36'55"W along the South line of said Section a distance of 2190.61 feet, thence N01°22'29"E a distance of 515.94 feet to the Southeast corner of said Block 10, thence N88°36'11"W along the South line of said Block a distance of 356.02 feet to the Point of Beginning of parcel to be described; thence continuing N88°36'11"W along said South line a distance of 174.06 feet to the Southwest corner of Lot 8; thence N01°22'29"E along the West line of said Lot a distance of 166.92 feet; thence S88°36'32"E a distance of 130.00 feet; thence N01°22'29"E a distance of 45.00 feet to the North line of Lot 9; thence S88°36'32"E along said North line a distance of 44.06 feet; thence

S01°22'29"W a distance of 211.94 feet to the Point of Beginning. Said parcel contains 31,039.71 square feet, more or less, and is subject to easements, reservations and restrictions of record.
AND

A parcel of land located in Section 31, Township 34 South, Range 33 West of the 6th Principal Meridian, City of Liberal, Seward County, Kansas, also known as a portion of Lot 9, all of Lot 10 and a portion of Lot 11, Block 9, Airport Industrial Park Addition, to the City of Liberal, Seward County, Kansas, more particularly described as follows by Thad C. Reynolds, L.S.#1354, on April 20, 2023: Commencing at the Southeast corner of said Section, thence N88°36'55"W along the South line of said Section a distance of 2190.61 feet, thence N01°22'29"E a distance of 53.97 feet to the Southeast corner of said Block 9, thence N88°36'16"W along the South line of said Block a distance of 172.10 feet to the Point of Beginning of parcel to be described; thence continuing N88°36'16"W along said South line a distance of 181.10 feet; thence N00°05'24"E a distance of 176.96 feet to the North line of Lot 9; -thence S88°37'05"E along said North line and the North line of Lot 10 and Lot 11 a distance of 183.07 feet; thence S00°43'38"W a distance of 176.97 feet to the Point of Beginning. Said parcel contains 32,218.13 square feet, more or less, and is subject to easements, reservations and restrictions of record.

Parcel 44:

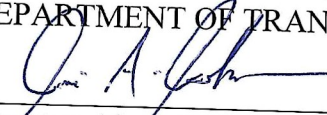
A parcel of land located in Section 31, Township 34 South, Range 33 West of the 6th Principal Meridian, City of Liberal, Seward County, Kansas, also known as a portion of Lot 5 and Lot 6, Block 14, Airport Industrial Park Addition, to the City of Liberal, Seward County, Kansas, more particularly described as follows by Thad C. Reynolds, L.S.#1354, on April 18, 2023: Commencing at the Southeast corner of said Section, thence N88°36'55"W along the South line of said Section a distance of 2531.41 feet, thence N01°25'14"E a distance of 2996.38 feet to the Point of Beginning of parcel to be described; thence continuing N01°25'14"E along the East line of Lot 5 and Lot 6 a distance of 237.70 feet to the Northeast corner of Lot 6; thence N88°35'00"W along the North line of said Lot 6 a distance of 189.70 feet; thence S01°25'16"W a distance of 237.70 feet; thence S88°35'00"E a distance of 189.70 feet to the Point of Beginning. Said parcel contains 1.04 acres, more or less, and is subject to easements, reservations and restrictions of record.

This release is for the specific purpose of permitting these current tenants to own the land under the parcels they have improved and continue industrial/commercial use compatible with zoning and local code requirements.

By its acceptance of this Deed of Release the City of Liberal, Kansas also covenants and agrees for itself, its successors and assigns, to comply with and observe all of the conditions and limitations hereof, which are expressly limited to the above described real property.

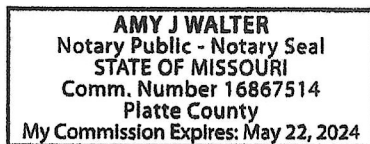
IN WITNESS WHEREOF, the United States of America has caused these presents to be executed in its name and on its behalf by the Director, Airports Division, Central Region, Federal Aviation Administration, all as of the 17th day of January, 2024.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION

By 
Director, Airports Division, Central Region
Federal Aviation Administration

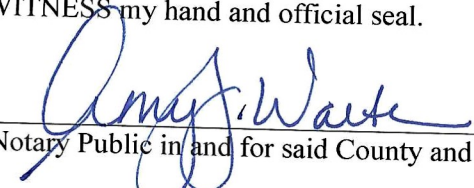
STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this 17th day of January, 2024, before me a Notary Public in and for the County of Jackson, State of Missouri, personally appeared Jim A. Johnson, known to me to be the Director, Kansas City Airports Division, Central Region, Federal Aviation Administration, and known to me to be the person whose name is subscribed to the within instrument and acknowledge that he executed the same on behalf of the Administrator of the Federal Aviation Administration and the United States of America.



(SEAL)

WITNESS my hand and official seal.


Notary Public in and for said County and State

Accepted:

City of Liberal, Kansas

By: _____

Title: _____

Date: _____



**CITY OF LIBERAL
CITY COMMISSION MEETING
February 13, 2024
AGENDA ITEM # 17.**

To: Mayor Jose Lara
Vice Mayor Jeff Parsons
Commissioner Ron Warren
Commissioner Janeth Vazquez
Commissioner Matt Landry

Date: February 13, 2024

From: Bob Immell, Mid-American Air Museum Director

RE: Mid-America Air Museum Advisory Board

The purpose of this item is to appoint nine members to the newly reactivated Air Museum Advisory Board. Two of the members are to be appointed by the MAAM Foundation and seven members are to be appointed by the City. The applicants are as follows:

MAAM Foundation Appointments:

Bill Lyddon
John Smith

City of Liberal Applicants:

Lidia Hook-Gray
Connie Bowman
Dr. Ryan Farrar
Matthew Fenn
Tracy King
Mark Marcellus
Austin Downs

The members will serve either a two-year term or a three-year term, determined by the luck of the draw. The first four names drawn will receive a three-year term and the remaining five names will receive a two-year term.

Recommendation:

City Commission consideration is requested for all nine applicants, as they represent a wide range of skills and knowledge of aviation, history, and technology.

RESUME FOR CITY OF LIBERAL BOARD APPOINTMENTS

Name: Connie Bowman-Gray Date: 1-10-24
Mailing Address: 2017 N. Carlton Ave. Home Telephone: 303-916-6141
Residential Address: same Occupation: Retired
Office Telephone: _____ Office Address: _____

Board Preference(s):

1. Liberal Air Museum Advisory Board
2. _____
3. _____

EMPLOYMENT	JOB/TITLE	DATES OF EMPLOYMENT

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

College, Community Concerts of Liberal Board Member
Needle & Friends Quilt Guild, St. Andrews Episcopal Church

References:

NAME	ADDRESS	POSITION
1. <u>Michael Hornung</u>	<u>1212 W. 2ND St.</u>	
2. <u>Lidia Hook-Gray</u>	<u>620 Edward Ave.</u>	
3. <u>Chuck Bowman</u>	<u>2017 N. Carlton</u>	

Connie Bowman
Signature

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

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

RESUME FOR CITY OF LIBERAL BOARD APPOINTMENTS

Name: RYAN FARRAR Date: 1-26-24
 Mailing Address: 1506 Tulane Ct Liberal Home Telephone: 620-655-7200
 Residential Address: " Occupation: optometrist
 Office Telephone: _____ Office Address: 2381 N. Kansas Ave

Board Preference(s):

1. MAAM Advisory Board
2. _____
3. _____

EMPLOYMENT	JOB/TITLE	DATES OF EMPLOYMENT
<u>PRairie Vista Eye + Optical</u>	<u>owner/optometrist</u>	<u>May 2002 - Current</u>

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

SCCC 1993 KU 1994 NSUCO Doctor of Optometry 2000
ST ANTHONY PASTORAL COUNCL, SCCC FOUNDATION, BRIGHT FUTURES - IMPLEMENTATION
VOLUNTEER

References:

NAME	ADDRESS	POSITION
1. <u>BOB IMMELL</u>	<u>2000 W 2nd</u>	<u>DIRECTOR MAAM</u>
2. <u>FR CHARLES SEIWERT</u>	<u>1510 N CAHOUN</u>	<u>PASTOR - ST ANTHONY</u>
3. <u>DUANE BOZARTH</u>	<u>SCCC FOUNDATION OFFICE</u>	<u>PAST PRESIDENT SCCC FOUNDATION</u>

Signature

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

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

RESUME FOR CITY OF LIBERAL BOARD APPOINTMENTS

Name: Matthew Fenn Date: 1-31-24
 Mailing Address: 1513 Tulane Ct Home Telephone: 307-247-2047
 Residential Address: same Occupation: Captain Sheriff's office
 Office Telephone: 620-309-2000 Office Address: 501 N. Washington

Board Preference(s):

1. Air Museum
2. _____
3. _____

EMPLOYMENT	JOB/TITLE	DATES OF EMPLOYMENT
Captain/Administrator	Seward County Sheriff's Office	3-1-21 - present

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

BS Fort Hays State Commercial Pilot MEL
Airport Board member from 2018

References:

NAME	ADDRESS	POSITION
1. Bob Immel		Air Museum Director
2. Tracy King		Airport Board member
3. Bill Lyddan		Owner Lyddan Aero Center

Signature _____

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

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

RESUME FOR CITY OF LIBERAL BOARD APPOINTMENTS

Name: Tracy King Date: Jan. 30, 2024
 Mailing Address: 600 Canna Lane Home Telephone: 620-482-1523
 Residential Address: 600 Canna Lane Occupation: Retired Contractor
 Office Telephone: N/A Office Address: 1924 W. Second Street

Board Preference(s):

1. Air Museum Advisory Board
2. _____
3. _____

EMPLOYMENT	JOB/TITLE	DATES OF EMPLOYMENT
King Enterprises, Inc.	President	1973 - 2022

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

- Life-long resident of Liberal
- Private / Commercial Pilot for 52 years
- Currently serving on Airport Board
- 25 year veteran of the Liberal Volunteer Fire Dept. - Retired

References:

NAME	ADDRESS	POSITION
1. <u>Pete Earles</u>		<u>City Engineer</u>
2. <u>Nick Hatcher</u>		<u>Businessman</u>
3. <u>Bob Immell</u>		<u>Director</u>

Tracy King
 Signature

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

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

RESUME FOR CITY OF LIBERAL BOARD APPOINTMENTS

Name: Mark Marcellus Date: 1-26-2024
Mailing Address: 3631 NS 120 Rd. Home Telephone: 620 626-9377
Residential Address: Same Turpin OK 73950 Occupation: Business Owner
Office Telephone: 620-626-9377 Office Address: 11 W. Pine St.
Liberal KS 67901
Board Preference(s):

1. _____
2. _____
3. _____

EMPLOYMENT	JOB/TITLE	DATES OF EMPLOYMENT
<u>Marcellus Housemoving (Previous Owner)</u>		
<u>Chance's Service Center</u>		

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

High School H.O.G. State Rally Coordinator Life

References:

	NAME	ADDRESS	POSITION
1.	<u>Bob Immell</u>		
2.			
3.			

Mark Marcellus
Signature

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

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

RESUME FOR CITY OF LIBERAL BOARD APPOINTMENTS

Name: Austin Downs

Date: 1/31/24

Mailing Address: 1019 N Clay Ave

Home Telephone: 620-417-3958

Residential Address: "

Occupation: Teacher

Office Telephone: _____

Office Address: _____

Board Preference(s):

1. _____

2. _____

3. _____

EMPLOYMENT

JOB/TITLE

DATES OF EMPLOYMENT

Teacher @ LHS

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

BS of Science in Career & Technical Education

Volunteered on "Doc" B-29 project, Pilot, Aircraft owner and builder

References:

1.

NAME	ADDRESS	POSITION
<u>Bob Imell</u>		

2. _____

3. _____

Austin Downs
Signature

Please return completed form to:

City Manager's Office

324 North Kansas Avenue, P.O. Box 2199

Liberal, KS 67905-2199

(620) 626-2202

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

RESUME FOR CITY OF LIBERAL BOARD APPOINTMENTS

Name: John T Smith Date: 2/6/24
 Mailing Address: 404 N Kansas Home Telephone: _____
 Residential Address: Liberal 67901 Occupation: Real Estate
 Office Telephone: 620-624-1834 Office Address: _____
 Board Preference(s): Jtsa@liberal-net

1. Air Museum Adv Bd
2. _____
3. _____

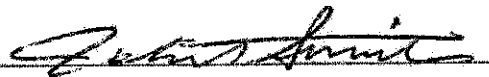
EMPLOYMENT	JOB/TITLE	DATES OF EMPLOYMENT
<u>J T Smith Assoc</u>	<u>Owner/Mgr</u>	<u>'71 to Present</u>

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

BA Business; Masters City Plng; a founder & 1st Pres
HPHFdn; a founder & 1st Pres Liberal Air Museum;
active pilot 60+ years (Comm license - ASME & Inst. rating)

References:

	NAME	ADDRESS	POSITION
1.	<u>MAAM</u>	<u>Foundation</u>	
2.	_____	_____	_____
3.	_____	_____	_____

Signature 

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

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



**CITY OF LIBERAL
CITY COMMISSION MEETING
February 13, 2024
AGENDA ITEM # 18.**

To: Mayor Jose Lara
Vice Mayor Jeff Parsons
Commissioner Ron Warren
Commissioner Janeth Vazquez
Commissioner Matt Landry

Date: February 13, 2024

From: Rusty Varnado, City Manager

RE: City Manager Contract Addendum

In lieu of a pay increase, the city manager is requesting to accrue vacation at the maximum rate allowed by city policy and an additional five days for calendar year 2024. This is typically reached at an employee's eleven-year mark. The city manager also requests mileage for business travel outside the county.

Recommendation:

**City of Liberal, Kansas
Employment Agreement Addendum**

AGREEMENT made this ____ day of ____, 2024, by and between the City of Liberal ("Employer"), and Russell E. Varnado ("Employee").

The parties agree as follows:

1. **POSITION.** Employer agrees to employ **Russell E. Varnado** as its City Manager. Employee agrees to serve as City Manager in accordance with state statutes, city resolutions and ordinances and the Code of Ethics of the International and Kansas County/County Management Associations, and to perform such other legally permissible and proper duties and functions as the City Commission shall from time-to-time assign. Employee shall carry out the duties as set out in the job description of City Manager adopted by the City Commission and be subject to the general supervision and directions set forth by the City Commission. Employee shall be subject to all ordinances and policies concerning Employees of the City of Liberal, Kansas.

2. **VACATIONS.** Employee will accrue sick leave in the amount of 5.54 hours per pay period in accordance with the Employer's personnel policies. Employee will be granted an additional twenty (20) hours of vacation for calendar year 2024.

3. **GENERAL EXPENSES.** Employer shall reimburse Employee reasonable miscellaneous job-related expenses which it is anticipated Employee will incur from time to time when provided appropriate documentation. Employer shall pay Employee a vehicle allowance of \$600 per month if Employee chooses to use his own personal vehicle in lieu of an Employer providing the same. Further, Employer agrees to pay Employee mileage at the rate of city policy for business related travel outside of Seward County. Employer will provide a cell phone for work; however, if Employee chooses to use his own cell phone, then Employee shall make the number readily available to all who request and be given a \$100 per month payment by Employer.

EMPLOYER:
CITY OF LIBERAL, KS

EMPLOYEE:
RUSSELL E. VARNADO

BY: _____
Mayor



**CITY OF LIBERAL
CITY COMMISSION MEETING
February 13, 2024
AGENDA ITEM # 20.**

To: Mayor Jose Lara
Vice Mayor Jeff Parsons
Commissioner Ron Warren
Commissioner Janeth Vazquez
Commissioner Matt Landry

Date: February 13, 2024

From:

RE: CITY MANAGER REPORT

Recommendation:



**CITY OF LIBERAL
CITY COMMISSION MEETING
February 13, 2024
AGENDA ITEM # 22.a.**

To: Mayor Jose Lara
Vice Mayor Jeff Parsons
Commissioner Ron Warren
Commissioner Janeth Vazquez
Commissioner Matt Landry

Date: February 13, 2024

From:

RE: 02/13/24 VOUCHERS

Voucher Summary List:

Accounts Payable Vouchers: \$582,007.34

Rec Center Officials & Special Runs: \$337,591.06

HR Expense Vouchers: \$257,261.86

Total: \$1,176,860.26

Recommendation:



**Voucher Summary List
City Commission Meeting
02/13/24**

Accounts Payable Vouchers: \$582,007.34

Rec Center Officials & Special Runs: \$337,591.06

HR Expense Vouchers: \$257,261.86

TOTAL: \$1,176,860.26

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
Department: 0000 - NONDEPARTMENTAL				
100-0000-27200	UNIT #33 VEHICLE REPAIRS	HODGES COLLISION REPAIR LLC	13626	\$3,286.40
202-0000-27200	PORTABLE RADIOS FOR EMERGENCY RADIO SYSTEM	MOTOROLA SOLUTIONS	8281787955	\$223.80
501-0000-27200	Dist: 0	UAVIONIX CORPORATION	20248380001	\$2,550.00
530-0000-27200	METERS	CORE & MAIN LP	U192594	\$24,586.50
601-0000-28175	HEALTH EQUITY/WAGE WORKS	WAGEWORKS, INC	INV5745573	\$699.93
601-0000-28175	HEALTH EQUITY/WAGE WORKS	WAGEWORKS, INC	INV5764378	\$659.02
Subtotal for Department 0000 :				\$32,005.65
Department: 4100 - NON DEPARTMENTAL				
100-4100-32101	DECEMBER 2023 CMB LICENSES	KANSAS DEPARTMENT OF REVENUE	CV 90952	\$575.00
100-4100-43060	PRE-EMPLOYMENT PHYSICAL	XPRESS WELLNESS URGENT CARE	01/12/24	\$380.00
100-4100-44031	TOILET LEVER	HAVOC SUPPLY	37067014340910.1	\$11.38
100-4100-44031	FITTINGS	HAVOC SUPPLY	D202.1	\$13.70
100-4100-44031	FITTING	HAVOC SUPPLY	D208.1	\$3.19
100-4100-44031	FITTING	HAVOC SUPPLY	D210.1	\$1.85
100-4100-44031	BI-MONTHLY PEST CONTROL	RINE EXTERMINATING INC	95960843	\$55.00
100-4100-44031	BULBS	STANION WHOLESALE ELECTRIC CO	5669477-00	\$29.28
100-4100-44043	LIBERAL DOWNSTAIRS	SOS LEASING	MAR 2024	\$276.85
100-4100-44043	LIBERAL UPSTAIRS	SOS LEASING	MAR 2024	\$339.15
100-4100-45060	MONTHLY CLEAN/CITY HALL	PATTERSON CLEANING	3914	\$1,784.75
100-4100-46010	CALENDARS	SOUTHERN OFFICE SUPPLY INC	312337	\$19.98
100-4100-46013	MONTHLY POSTAGE	RESERVE ACCOUNT	DEC 2023	\$6.93
100-4100-46013	MONTHLY POSTAGE	RESERVE ACCOUNT	DEC 2023	\$100.86
100-4100-46013	MONTHLY POSTAGE	RESERVE ACCOUNT	JAN 2024	\$0.88

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-4100-46013	MONTHLY POSTAGE	RESERVE ACCOUNT	JAN 2024	\$138.83
100-4100-46013	SHIPPING	UNITED PARCEL SERVICE	000066E179014	\$32.90
100-4100-46013	SHIPPING	UNITED PARCEL SERVICE	000066E179024	\$32.90
100-4100-46013	SHIPPING	UNITED PARCEL SERVICE	000066E179034	\$32.90
100-4100-46013	SHIPPING	UNITED PARCEL SERVICE	000066E179044	\$32.90
100-4100-46013	SHIPPING	UNITED PARCEL SERVICE	000066E179054	\$32.90
100-4100-46013	SHIPPING	UNITED PARCEL SERVICE	000066E179523	\$32.90
100-4100-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	FEBRUARY #1 202	\$1,234.55
100-4100-46090	SHRED SERVICE	UNDERGROUND VAULTS & STORAGE	1043193	\$25.00
100-4100-48090	PRE-EMPLOYMENT TESTING	COMPLIANCEONE	312005	\$125.52
100-4100-48090	BACKGROUND CHECKS	INFORMATION NETWORK OF KANSAS	4099034	\$123.60
100-4100-48090	COFFEE	PRAIRIE FIRE COFFEE	1546378	\$130.55
100-4100-48090	NAME BADGE/M LANDRY	SOUTHERN OFFICE SUPPLY INC	312773	\$18.93
100-4100-48090	RASH SINCLAIR REBATE	WEX BANK	94959679	(\$2.95)
100-4100-48090	PAPER DELIVERY FEE	WEX BANK	94959679	\$10.00
735-4100-46085	TACTICAL BOOTS	GALLS LLC	026566808	\$125.98
735-4100-46085	TACTICAL BOOTS	GALLS LLC	026588399	\$114.98
735-4100-46090	DECEMBER FLEET CHARGES	STONE CREEK DEVELOPMENT LLC	2023-674	\$13.00

Subtotal for Department 4100 : \$5,854.19

Department: 4110 - LEGISLATIVE

100-4110-43080	2024 KANSAS MAYOR ASSOCIATION MEMBERSHIP	KANSAS MAYORS ASSOCIATION	6154	\$50.00
100-4110-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9954830148	\$200.05
100-4110-48090	ENGRAVED ITEM	SOUTHERN OFFICE SUPPLY INC	312626	\$8.95

Subtotal for Department 4110 : \$259.00

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
Department: 4120 - MUNICIPAL COURT/DIVERSION				
100-4120-34106	FINE OVERPAYMENT	ALEJANDRO PACHECO	2019002459	\$22.50
100-4120-34108	RESTITUTION/O ORTIZ	BERAKAH CARTER	2022000563	\$3,236.10
100-4120-43035	CITY VS SANDOVAL	TATE AND KITZKE LLC	LIB/SANDOVAL/JO	\$50.00
100-4120-43060	STORAGE TOTE	WALMART COMMUNITY BRC	JANUARY 2024	\$9.98
100-4120-44031	WALL PLATES	GRAINGER	9951923953	\$2.72
100-4120-44031	WALLPLATES/DOOR STOPPERS	MEAD LUMBER DO IT CENTER	10111004	\$22.01
100-4120-44031	WALLPLATES/RECEPTACLES	STANION WHOLESALE ELECTRIC CO	5666707-00	\$12.39
100-4120-44043	MUNICIPAL COURT	SOS LEASING	MAR 2024	\$255.62
100-4120-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9954830148	\$40.01
100-4120-45070	INTERPRETER	VILLAVIZAR, LUIS	02/01/24	\$1,200.00
100-4120-46010	NAME PLATE/L CHAVIRA	SOUTHERN OFFICE SUPPLY INC	312628	\$13.95
100-4120-46010	ENVELOPES	SOUTHERN OFFICE SUPPLY INC	312797	\$55.34
100-4120-46010	OFFICE SUPPLIES	WALMART COMMUNITY BRC	JANUARY 2024	\$60.52
100-4120-46013	MONTHLY POSTAGE	RESERVE ACCOUNT	DEC 2023	\$76.20
100-4120-46013	MONTHLY POSTAGE	RESERVE ACCOUNT	JAN 2024	\$162.01
100-4120-46021	NATURAL GAS SERVICE	BLACK HILLS CORPORATION	FEBRUARY #1 202	\$118.37
100-4120-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	FEBRUARY #1 202	\$260.05
100-4120-46026	FUEL/MUNICIPAL COURT	WEX BANK	94959679	\$65.53
100-4120-46028	INTERNET SERVICE	IDEATEK TELCOM	477396	\$1,751.29
100-4120-47041	DOME CAMERA INSTALLATION	TEK/STYLE AUDIO AND SECURITY	16272	\$425.00
100-4120-48033	JUDICIAL BRANCH EDUCATION FUND	KANSAS STATE TREASURER	DECEMBER 2023	\$96.00
100-4120-48034	REINSTATEMENT FEES	KANSAS STATE TREASURER	DECEMBER 2023	\$1,299.26
100-4120-48036	LAW ENFORCEMENT TRAINING CENTER	KANSAS STATE TREASURER	DECEMBER 2023	\$1,936.00
100-4120-48038	JUDICIAL BRANCH DOCKET FEE	KANSAS STATE TREASURER	DECEMBER 2023	\$264.00

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City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-4120-48041	SEATBELT SAFETY FUND	KANSAS STATE TREASURER	DECEMBER 2023	\$60.00
100-4120-48044	REINSTATEMENT FIXED FEES	KANSAS STATE TREASURER	DECEMBER 2023	\$213.00
100-4120-48090	POWER STRIP/LOCK/HEATER	WALMART COMMUNITY BRC	JANUARY 2024	\$71.59
100-4120-48090	CHRISTMAS DECORATIONS	WALMART COMMUNITY BRC	JANUARY 2024	\$113.60
100-4120-48840	COMMUNITY CORRECTION SUPERVISION FEE	KANSAS STATE TREASURER	DECEMBER 2023	\$1,265.00
722-4120-43060	DRUG TEST HANDLING FEE	REDWOOD TOXICOLOGY LABORATOR	110589202312	\$83.96
722-4120-45081	REGISTRATION/RISE 24	ALL RISE FOR JUSTICE	INV_53778	\$2,385.00

Subtotal for Department 4120 : \$15,627.00**Department: 4130 - CITY MANAGER**

100-4130-43080	QUARTERLY DUES/ROTARY FOUNDATION	LIBERAL ROTARY CLUB	01/01/2024	\$185.00
100-4130-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9954830148	\$122.95
100-4130-46010	CALENDAR/SCREEN PROTECTOR	AMAZON CAPITAL SERVICES	11FF-FG93-DR7V	\$60.56
100-4130-46010	LABEL MAKER/FILE FOLDERS	AMAZON CAPITAL SERVICES	1GFL-FCT3-DLV1	\$99.30
100-4130-46010	BUSINESS CARDS/FORD	SOUTHERN OFFICE SUPPLY INC	312544	\$35.00
100-4130-48090	EMBROIDERY	SIGN EXPRESS	4301	\$108.00

Subtotal for Department 4130 : \$610.81**Department: 4150 - FINANCE DEPARTMENT**

100-4150-45541	LEGALS/ORD #4610 BUDGET AMENDMENT	HIGH PLAINS DAILY LEADER AND TIME	113557	\$27.00
100-4150-46010	TONER	SOUTHERN OFFICE SUPPLY INC	312495	\$120.99
100-4150-46010	TONER	SOUTHERN OFFICE SUPPLY INC	312623	\$184.55
100-4150-46010	TONER	SOUTHERN OFFICE SUPPLY INC	312624	\$403.12
100-4150-46010	FILE FOLDERS	SOUTHERN OFFICE SUPPLY INC	312804	\$184.20
100-4150-46010	TONER	SOUTHERN OFFICE SUPPLY INC	313010	\$120.99
100-4150-46013	MONTHLY POSTAGE	RESERVE ACCOUNT	DEC 2023	\$210.99

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Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-4150-46013	MONTHLY POSTAGE	RESERVE ACCOUNT	JAN 2024	\$339.97
100-4150-46090	FACE TISSUE4/DISINFECTANT WIPES/BATTERIES	WALMART COMMUNITY BRC	JANUARY 2024	\$107.00
Subtotal for Department 4150 :				\$1,698.81
Department: 4152 - PERSONNEL DEPARTMENT				
100-4152-46013	MONTHLY POSTAGE	RESERVE ACCOUNT	DEC 2023	\$10.89
100-4152-46013	MONTHLY POSTAGE	RESERVE ACCOUNT	JAN 2024	\$117.43
Subtotal for Department 4152 :				\$128.32
Department: 4160 - BUILDING MAINTENANCE				
100-4160-44031	AIR FILTERS	HAVOC SUPPLY	D319.1	\$521.64
100-4160-44031	FITTING	HAVOC SUPPLY	D322.1	\$44.70
100-4160-44031	HEATER	NORTHERN TOOL & EQUIPMENT	53216955	\$850.68
100-4160-44031	GARAGE DOOR LIFT/FITTINGS/ROLLER	WESTLAKE HARDWARE INC	7711265	\$21.90
100-4160-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9954830148	\$82.94
100-4160-46010	THERMOMETER	WESTLAKE HARDWARE INC	7711013	\$8.59
100-4160-46021	NATURAL GAS SERVICE	BLACK HILLS CORPORATION	FEBRUARY #1 202	\$30.40
100-4160-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	FEBRUARY #1 202	\$112.22
100-4160-46088	BIT DRILL/ NZL GEL/ TIP MIG	AIRGAS MID SOUTH INC	9145515445	\$26.32
100-4160-46088	HOSE REEL	GRAINGER	9953683415	\$157.66
100-4160-46088	ACE REWARDS PROGRAM	WESTLAKE HARDWARE INC	7711079	(\$3.00)
100-4160-46088	SAW BLADES	WESTLAKE HARDWARE INC	7711079	\$59.98
100-4160-46088	ACE REWARDS PROGRAM	WESTLAKE HARDWARE INC	7711281	(\$66.10)
100-4160-46088	LADDER	WESTLAKE HARDWARE INC	7711281	\$189.99
Subtotal for Department 4160 :				\$2,037.92

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
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Department: 4180 - I.T. DEPARTMENT

100-4180-44030	MODULAR PLUGS	STANION WHOLESALE ELECTRIC CO	5669093-00	\$117.00
Subtotal for Department 4180 :				\$117.00

Department: 4190 - PLANNING & ZONING

100-4190-45041	LEGALS/BZ-23-12 NOH	HIGH PLAINS DAILY LEADER AND TIME	113485	\$67.50
100-4190-45041	LEGALS/BZA-PZA-01	HIGH PLAINS DAILY LEADER AND TIME	113512	\$40.50
100-4190-46013	MONTHLY POSTAGE	RESERVE ACCOUNT	DEC 2023	\$16.38
Subtotal for Department 4190 :				\$124.38

Department: 4210 - POLICE ADMINISTRATION

100-4210-43080	2024 MOCIC MEMBERSHIP FEE	MID-STATES ORGANIZED CRIME	0004949-IN	\$200.00
100-4210-43080	QUILL + SHAPPHIRE RENEWAL	QUILL	36759409	\$69.99
100-4210-44030	BI-MONTHLY PEST CONTROL	RINE EXTERMINATING INC	95960836	\$100.00
100-4210-44031	AIR FILTERS	HAVOC SUPPLY	37062824034606.1	\$85.54
100-4210-44031	FITTINGS	HAVOC SUPPLY	37072395501870.1	\$54.72
100-4210-44031	FITTINGS	HAVOC SUPPLY	37133782810926.1	\$127.24
100-4210-44031	FITTINGS	HAVOC SUPPLY	37140403421486.1	\$77.43
100-4210-44031	FITTINGS	HAVOC SUPPLY	37140757119278.1	\$6.61
100-4210-44031	FITTINGS	HAVOC SUPPLY	37144277090606.1	\$6.53
100-4210-44031	TAPE/FITTINGS	HAVOC SUPPLY	OCT 23 2023	\$82.59
100-4210-44031	WEED CONTROL	PRO-TECH SPRAYING SERVICE	318586	\$426.00
100-4210-44032	AIR FILTER/UNIT #65	AUTO ZONE COMMERCIAL PROGRAM	1640214284	\$14.99
100-4210-44032	WIPER BLADES/UNIT #9	AUTO ZONE COMMERCIAL PROGRAM	1640225836	\$37.38
100-4210-44032	BULBS/UNIT #256	AUTO ZONE COMMERCIAL PROGRAM	1640226658	\$20.89
100-4210-44032	BATTERY/UNIT #9	BUMPER TO BUMPER AUTO PARTS LIB	514794	\$121.59

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-4210-44032	REPAIR UNIT #14	CHRYSLER CORNER INC	111283	\$278.10
100-4210-44032	TIRE INSTALL/UNIT #14	KANSASLAND TIRE CO	18896	\$147.84
100-4210-44032	DECEMBER CAR WASHES	SQUEAKY CLEAN CAR WASH LLC	4241	\$132.00
100-4210-44032	DECEMBER CAR WASHES	SQUEAKY CLEAN CAR WASH LLC	4246	\$20.00
100-4210-44032	DECEMBER FLEET CHARGES	STONE CREEK DEVELOPMENT LLC	2023-675	\$104.00
100-4210-44032	RAZOR DECALS	VERSUS SIGNS	10925	\$79.20
100-4210-44043	POLICE INVESTIGATIONS	SOS LEASING	MAR 2024	\$271.39
100-4210-45030	FLEET TRACKING SYSTEMS	VERIZON CONNECT	627000053138	\$284.25
100-4210-45030	CELLULAR/PD	VERIZON WIRELESS	9953333070	\$1,213.48
100-4210-46010	CREDIT/RETURN PRIVACY FILTER	QUILL	2228727	(\$431.97)
100-4210-46010	OFFICE SUPPLIES	QUILL	36149612	\$249.98
100-4210-46010	WIRELESS MOUSE	QUILL	36231244	\$27.08
100-4210-46010	TONER/GEL STAMP	QUILL	36847551	\$1,395.45
100-4210-46010	DECEMBER COPY CHARGES	SOUTHERN OFFICE SUPPLY INC	311429	\$109.08
100-4210-46010	DECEMBER COPY CHARGES	SOUTHERN OFFICE SUPPLY INC	311430	\$291.88
100-4210-46010	NOTARY STAMPS/PALACIOS/KOEHN	SOUTHERN OFFICE SUPPLY INC	313021	\$69.90
100-4210-46010	PLANNER/CLIPBOARD	WALMART COMMUNITY BRC	JANUARY 2024	\$17.82
100-4210-46011	TISSUE PAPER/PAPER TOWELS	SERVICE JANITORIAL SUPPLY INC	328269	\$183.50
100-4210-46013	MONTHLY POSTAGE	RESERVE ACCOUNT	DEC 2023	\$74.21
100-4210-46013	MONTHLY POSTAGE	RESERVE ACCOUNT	JAN 2024	\$42.54
100-4210-46021	NATURAL GAS SERVICE	BLACK HILLS CORPORATION	FEBRUARY #1 202	\$1,154.06
100-4210-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	FEBRUARY #1 202	\$2,203.81
100-4210-46026	FUEL/PD	WEX BANK	94588873	\$3,233.72
100-4210-46028	INTERNET SERVICE	IDEATEK TELCOM	477396	\$227.67
100-4210-46045	GUN CLEANING KIT	GALLS LLC	026565949	\$32.59

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Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-4210-46090	DECORATIONS/K BOND RETIREMENT	AMAZON CAPITAL SERVICES	1QQP-DJYF-9HDH	\$64.78
100-4210-46090	TABLE COVERS/K BOND RETIREMENT	AMAZON CAPITAL SERVICES	1XLF-H17T-9VWN	\$37.87
100-4210-46090	COFFEE	PRAIRIE FIRE COFFEE	1546377	\$249.60
100-4210-46090	(7) 5 GALLON WATER	SCHEOPNER'S WATER CONDITIONING	115448	\$49.00
100-4210-46090	TABLE COVERS/FRAMES	WALMART COMMUNITY BRC	JANUARY 2024	\$30.53
100-4210-46090	SUPPLIES/BOND RETIREMENT	WALMART COMMUNITY BRC	JANUARY 2024	\$45.40
100-4210-46090	BAG FOR JUMPING CABLES	WALMART COMMUNITY BRC	JANUARY 2024	\$11.66
100-4210-46612	LOCK BOX	AMAZON CAPITAL SERVICES	1XMQ-LMMX-DQQ	\$41.98
100-4210-48090	NOTARY BOND/T BURGESS	AL SHANK INSURANCE INC	02/06/2024	\$50.00
100-4210-48090	NOTARY BOND/N BRENNON	AL SHANK INSURANCE INC	02/06/24	\$50.00
100-4210-48090	NOTARY FILING/T BURGESS	KANSAS SECRETARY OF STATE	02/06/2024	\$25.00
100-4210-48090	NOTARY FILING/N BRENNON	KANSAS SECRETARY OF STATE	02/06/24	\$25.00
100-4210-48092	VIRTUAL CONFERENCE	MVP MEDIA NETWORK	24388936	\$698.00
100-4210-48092	REIMBURSE TRAVEL EXPENSE	QUESADA, KEITH	01/21/24	\$45.40
Subtotal for Department 4210 :				\$14,267.30

Department: 4211 - ANIMAL CONTROL DIVISION

100-4211-34503	RABIES VACCINE	ANITA GARCIA	12/01/23	\$15.00
100-4211-34503	RABBIES VACCINE	RAY DAMRON	09/24/23	\$15.00
100-4211-34504	SPAY/NEUTER	ANITA GARCIA	12/01/23	\$150.00
100-4211-34504	SPAY/NEUTER	RAY DAMRON	09/24/23	\$150.00
100-4211-43091	FINANCE CHARGES	COMPASSIONATE CARE VETERINARY	02/01/24	\$25.75
100-4211-43091	RABIES VACCINATION/SPAY/NEUTER	PANHANDLE VETERINARY CLINIC LLC	5628	\$300.00
100-4211-44031	AIR FILTERS	HAVOC SUPPLY	D211.1	\$85.54
100-4211-44031	AIR FILTER/FITTING	HAVOC SUPPLY	OCT 30 2023	\$61.68

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-4211-44031	MONTHLY PEST CONTROL	RINE EXTERMINATING INC	62351	\$75.00
100-4211-44032	OIL FILTER/UNIT #260	BUMPER TO BUMPER AUTO PARTS LIB	514893	\$5.29
100-4211-45080	LODGING/COLORADO TRANSPORT	COMFORT SUITES AURORA	01/06/24	\$102.36
100-4211-46010	HANGING FILE FOLDER BOXES	AMAZON CAPITAL SERVICES	1N1L-KH3K-DKNH	\$48.03
100-4211-46010	(3) 5 GALLON WATER	SCHEOPNER'S WATER CONDITIONING	115716	\$31.50
100-4211-46010	TICKET HOLDER	SOUTHERN OFFICE SUPPLY INC	312933	\$27.53
100-4211-46010	OFFICE SUPPLIES	WALMART COMMUNITY BRC	JANUARY 2024	\$11.65
100-4211-46010	PENS	WALMART COMMUNITY BRC	JANUARY 2024	\$1.57
100-4211-46013	MONTHLY POSTAGE	RESERVE ACCOUNT	DEC 2023	\$4.41
100-4211-46021	NATURAL GAS SERVICE	BLACK HILLS CORPORATION	FEBRUARY #1 202	\$595.05
100-4211-46026	FUEL/ANIMAL CONTROL	WEX BANK	94959679	\$356.68
100-4211-46028	INTERNET SERVICE	IDEATEK TELCOM	477396	\$191.54
100-4211-46615	KENNEL SUPPLIES	WALMART COMMUNITY BRC	JANUARY 2024	\$46.66
100-4211-46619	DOG FOOD	WALMART COMMUNITY BRC	JANUARY 2024	\$179.88
100-4211-46619	DOG/CAT FOOD	WALMART COMMUNITY BRC	JANUARY 2024	\$119.92
100-4211-48090	SNOW BROOM	WALMART COMMUNITY BRC	JANUARY 2024	\$17.74

Subtotal for Department 4211 : \$2,617.78

Department: 4220 - FIRE

100-4220-44030	BATTERIES	WALMART COMMUNITY BRC	JANUARY 2024	\$9.26
100-4220-44031	FITTINGS	WESTLAKE HARDWARE INC	7711216	\$12.58
100-4220-44032	FIRE TRUCK REGISTRATION	PETTY CASH	6451	\$10.00
100-4220-44032	WINDSHIELD WASHER FLUID	WALMART COMMUNITY BRC	JANUARY 2024	\$29.28
100-4220-44043	FIRE DEPT	SOS LEASING	MAR 2024	\$184.76
100-4220-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9954830148	\$219.43

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-4220-45080	COFFEE	PRAIRIE FIRE COFFEE	1545838	\$54.90
100-4220-46010	PLANNERS	SOUTHERN OFFICE SUPPLY INC	308196	\$128.22
100-4220-46010	BINDERS/MARKERS/SHEET PROTECTORS	WALMART COMMUNITY BRC	JANUARY 2024	\$25.81
100-4220-46011	TOILET BOWL CLEANER	SERVICE JANITORIAL SUPPLY INC	328429	\$54.00
100-4220-46011	JANITORIAL SUPPLIES	WALMART COMMUNITY BRC	JANUARY 2024	\$78.44
100-4220-46013	MONTHLY POSTAGE	RESERVE ACCOUNT	JAN 2024	\$0.64
100-4220-46013	SHIPPING	UNITED PARCEL SERVICE	000066E179523	\$14.03
100-4220-46021	NATURAL GAS SERVICE	BLACK HILLS CORPORATION	FEBRUARY #1 202	\$1,594.94
100-4220-46021	NATURAL GAS SERVICE	CONSTELLATION NEWENERGY	3949965	\$111.62
100-4220-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	FEBRUARY #1 202	\$138.88
100-4220-46028	INTERNET SERVICE	IDEATEK TELCOM	477396	\$80.00
100-4220-46090	DETERGENT/BATH MATS	WALMART COMMUNITY BRC	JANUARY 2024	\$70.83
100-4220-46090	SPRAY PAINT	WESTLAKE HARDWARE INC	7711156	\$45.50
Subtotal for Department 4220 :				\$2,863.12

Department: 4240 - BUILDING INSPECTION SVC

100-4240-32201	REFUND/PERMIT	ARREDONDO ROOFING AND CONSTRU	CV 92158	\$446.00
100-4240-44032	KEY/UNIT #39	MORGAN LOCKSMITHING	10737	\$14.00
100-4240-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9954830148	\$265.82
100-4240-45060	VACUUM/POWER SURGE STRIP	WALMART COMMUNITY BRC	JANUARY 2024	\$214.88
100-4240-46010	TONER	SOUTHERN OFFICE SUPPLY INC	312451	\$253.51
100-4240-46010	NAME PLATE	SOUTHERN OFFICE SUPPLY INC	312625	\$23.95
100-4240-46010	CORD	WALMART COMMUNITY BRC	JANUARY 2024	\$21.64
100-4240-46013	MONTHLY POSTAGE	RESERVE ACCOUNT	DEC 2023	\$87.43
100-4240-46013	MONTHLY POSTAGE	RESERVE ACCOUNT	JAN 2024	\$117.18

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Ledger	Description	Vendor Name	Invoice	Amount
100-4240-46026	FUEL	MADDEN OIL CO	4240/2312088477	\$116.92
100-4240-46028	CIVICGOV SUBSCRIPTION	CIVICPLUS	288878	\$48,850.00
100-4240-48090	PRE-EMPLOYMENT TESTING	COMPLIANCEONE	312005	\$77.00
100-4240-48090	EMBROIDERY	SIGN EXPRESS	4306	\$109.50
Subtotal for Department 4240 :				\$50,597.83

Department: 4250 - COMMUNICATIONS

202-4250-45030	MONTHLY PHONE SERVICE	AT&T	JAN 2024	\$628.65
202-4250-45060	DISINFECTANT WIPES/CLEANER	WALMART COMMUNITY BRC	JANUARY 2024	\$72.45
202-4250-46022	ELECTRIC BILLING/COMMUNICATIONS	CMS ELECTRIC COOP INC	860000/JAN 24	\$564.15
202-4250-48090	COFFEE	WALMART COMMUNITY BRC	JANUARY 2024	\$27.44
Subtotal for Department 4250 :				\$1,292.69

Department: 4290 - TRAFFIC CONTROL MAINT DIV

100-4290-44030	FITTINGS	WESTLAKE HARDWARE INC	7711247	\$2.59
100-4290-44031	HEATER	NORTHERN TOOL & EQUIPMENT	53216955	\$850.67
100-4290-44031	THERMOCOUPLE	WESTLAKE HARDWARE INC	7711303	\$16.99
100-4290-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9954830148	\$41.47
100-4290-46010	OFFICE SUPPLIES	WALMART COMMUNITY BRC	JANUARY 2024	\$1.68
100-4290-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	FEBRUARY #1 202	\$884.07
100-4290-46071	STREET SIGNS	VISUAL SIGNS	7862	\$108.00
100-4290-46072	PROPANE	RASH OIL COMPANY	056167	\$28.20
Subtotal for Department 4290 :				\$1,933.67

Department: 4300 - STREET/HIGHWAY

100-4300-44031	FITTING/AIR FILTERS	HAVOC SUPPLY	D184.1	\$24.18
100-4300-44031	BULBS	STANION WHOLESALE ELECTRIC CO	5670106-00	\$180.00

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-4300-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9954830148	\$65.77
100-4300-46021	NATURAL GAS SERVICE	CONSTELLATION NEWENERGY	3949965	\$290.47
100-4300-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	FEBRUARY #1 202	\$19.94
100-4300-46026	FUEL	MADDEN OIL CO	4300/2312088478	\$2,962.49
100-4300-46028	INTERNET SERVICE	IDEATEK TELCOM	477396	\$80.00
100-4300-46090	MONTHLY POSTAGE	RESERVE ACCOUNT	JAN 2024	\$8.28
100-4300-46090	CLEANING SUPPLIES	WALMART COMMUNITY BRC	JANUARY 2024	\$164.42
100-4300-48090	MEDICINE CABINET SUPPLIES	CINTAS FIRST AID & SAFETY	5182554082	\$127.10
207-4300-46060	LEGALS/CHIP AND SEAL	HIGH PLAINS DAILY LEADER AND TIME	113545	\$81.00
207-4300-46062	SALT NEUTRALIZER CONCENTRATE	GREEN PRO SOLUTIONS	23746	\$1,767.21
207-4300-46062	SALT NEUTRALIZER CONCENTRATE	GREEN PRO SOLUTIONS	23797	\$1,676.94
207-4300-46062	SALT NEUTRALIZER CONCENTRATE	GREEN PRO SOLUTIONS	23808	\$1,676.08
Subtotal for Department 4300 :				\$9,123.88

Department: 4320 - REFUSE

510-4320-44030	SERVICE CHARGE 12/29/23	NAPA OF LIBERAL	01/01/2024	\$2.32
510-4320-44031	FITTING	HAVOC SUPPLY	D 135	\$14.85
510-4320-44031	FITTINGS	HAVOC SUPPLY	D141.1	\$373.44
510-4320-44031	FITTINGS	HAVOC SUPPLY	D147.1	\$13.95
510-4320-44031	FITTINGS	HAVOC SUPPLY	D156.1	\$15.88
510-4320-44031	FITTINGS	HAVOC SUPPLY	D171.1	\$32.47
510-4320-44031	FITTINGS	HAVOC SUPPLY	D173.1	\$18.50
510-4320-44031	FITTINGS	HAVOC SUPPLY	D175.1	\$62.63
510-4320-44031	FITTINGS	HAVOC SUPPLY	D179.1	\$2.66
510-4320-44031	FITTINGS	HAVOC SUPPLY	D193.1	\$57.33

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
510-4320-44031	FITTING	HAVOC SUPPLY	D256.1	\$10.75
510-4320-44031	FITTINGS	HAVOC SUPPLY	D264.1	\$25.50
510-4320-44031	FITTING	HAVOC SUPPLY	D287.1	\$4.50
510-4320-44031	FITTINGS	HAVOC SUPPLY	D314.1	\$23.48
510-4320-44031	FITTINGS	HAVOC SUPPLY	D317.1	\$152.43
510-4320-44031	FITTINGS	HAVOC SUPPLY	D320.1	\$48.74
510-4320-44031	FITTINGS	HAVOC SUPPLY	D323.1	\$25.71
510-4320-44031	FITTINGS	HAVOC SUPPLY	D327.1	\$76.55
510-4320-44031	WEED CONTROL	PRO-TECH SPRAYING SERVICE	315996	\$180.00
510-4320-44031	FITTINGS	WESTLAKE HARDWARE INC	7711105	\$7.16
510-4320-44032	FITTINGS/UNIT #57	BEARING HEADQUARTERS COMPANY	5949262	\$58.60
510-4320-44032	WIRE TERMINAL CONNECTORS/UNIT #51	BUMPER TO BUMPER AUTO PARTS LIB	515047	\$25.14
510-4320-44032	FUSE HOLDER/FUSE/UNIT #51	BUMPER TO BUMPER AUTO PARTS LIB	515051	\$13.22
510-4320-44032	MOUNT/DISMOUNT UNIT #57	M & M TIRE SERVICE	155194	\$251.00
510-4320-44032	FLAT REPAIR/UNIT #54	M & M TIRE SERVICE	155280	\$56.00
510-4320-44032	SERVICE CHARGE 12/29/23	NAPA OF LIBERAL	01/01/2024	\$0.41
510-4320-44032	SERVICE CHARGE 11/30/24	NAPA OF LIBERAL	01/01/24	\$0.32
510-4320-44032	SPEED CONTROLLER/UNIT #51	SOUTHWESTERN EQUIPMENT CO	043904	\$755.95
510-4320-44032	AIR FILTER/UNIT #92	TRUCK CENTER COMPANIES	XA102037602:04	\$18.74
510-4320-44032	AIR DRYER CARTRIDGE/UNIT #93 & #94	TRUCK CENTER COMPANIES	XA102040174:01	\$29.40
510-4320-45015	LANDFILL CHARGES	SEWARD COUNTY LANDFILL	DECEMBER 2023	\$40,491.80
510-4320-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9954830148	\$65.77
510-4320-46021	NATURAL GAS SERVICE	BLACK HILLS CORPORATION	FEBRUARY #1 202	\$241.67
510-4320-46021	NATURAL GAS SERVICE	CONSTELLATION NEWENERGY	3949965	\$589.05
510-4320-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	FEBRUARY #1 202	\$418.91

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Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
510-4320-46050	FITTINGS	FASTENAL COMPANY	KSLIB102857	\$151.25
510-4320-48090	EMBROIDERY	SIGN EXPRESS	4301	\$140.00

Subtotal for Department 4320 : \$44,456.08

Department: 4330 - FLEET MAINTENANCE

100-4330-44030	12/20/2023 OXYGEN AND ACETYLENE-FLEET SHOP	AIRGAS MID SOUTH INC	9145238423	\$299.26
100-4330-46021	NATURAL GAS SERVICE	CONSTELLATION NEWENERGY	3949965	\$146.33
100-4330-46026	ANTIFREEZE	MADDEN OIL CO	23121819	\$118.94
100-4330-46026	MOTOR OIL	MADDEN OIL CO	23122820	\$309.93
100-4330-46026	FUEL	MADDEN OIL CO	4330/2312088480	\$45.86
100-4330-46089	LIGHTBULB-STOCK ROOM SUPPLIES	AUTO ZONE COMMERCIAL PROGRAM	1640225630	\$23.46
100-4330-46089	STOCK ROOM SUPPLIES	BUMPER TO BUMPER AUTO PARTS LIB	514903	\$144.71
100-4330-46089	STOCK ROOM SUPPLIES	BUMPER TO BUMPER AUTO PARTS LIB	515032	\$172.38
100-4330-46089	STOCK ROOM SUPPLIES	NAPA OF LIBERAL	685923	\$23.97

Subtotal for Department 4330 : \$1,284.84

Department: 4350 - SEWER ADMINISTRATIVE

520-4350-43080	2024 KMU MEMBERSHIP DUES	KANSAS MUNICIPAL UTILITIES INC	18788	\$1,746.00
520-4350-44032	RADIATOR SERVICE/AIR FILTERS/UNIT #167	NAPA OF LIBERAL	686389	\$275.31
520-4350-44043	WASTEWATER	SOS LEASING	MAR 2024	\$258.06
520-4350-44043	DECEMBER COPY CHARGES	SOUTHERN OFFICE SUPPLY INC	311431	\$75.86
520-4350-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9954830148	\$124.41
520-4350-46010	OFFICE SUPPLIES	WALMART COMMUNITY BRC	JANUARY 2024	\$80.04
520-4350-46011	JANITORIAL SUPPLIES	SERVICE JANITORIAL SUPPLY INC	328325	\$738.80
520-4350-46016	ANALYTICAL CHARGES	PACE ANALYTICAL SERVICES INC	2460199227	\$458.00
520-4350-46016	ANALYTICAL CHARGES	PACE ANALYTICAL SERVICES INC	2460199478	\$250.00

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
520-4350-46021	NATURAL GAS SERVICE	BLACK HILLS CORPORATION	FEBRUARY #1 202	\$771.57
520-4350-46026	FUEL/UNIT #64	WEX BANK	94959679	\$87.20
520-4350-46026	FUEL/UNIT #167	WEX BANK	94959679	\$139.95
520-4350-46028	ANNUAL MSP SUBSCRIPTION-SUPPORT THROUGH 01/31/25	ALLMAX SOFTWARE, INC.	27675	\$4,900.00
520-4350-46028	INTERNET SERVICE	IDEATEK TELCOM	477396	\$50.00
520-4350-46087	SAFETY REIMBURSEMENT-STEEL TOE WORK BOOTS	ARCHULETA, MIGUEL	01/11/2024	\$77.38
520-4350-46087	REIMBURSE WORK BOOTS	COVERT, THOMAS	01/14/24	\$86.91
520-4350-46087	REIMBURSE WORK BOOTS	COVERT, THOMAS	12/31/23	\$51.88
520-4350-46090	COFFEE	PRAIRIE FIRE COFFEE	1546379	\$69.90
520-4350-46090	(4) 5 GALLON WATER	SCHEOPNER'S WATER CONDITIONING	115470	\$28.00
520-4350-48090	EMBROIDERY	SIGN EXPRESS	4302	\$60.00

Subtotal for Department 4350 : \$10,329.27

Department: 4351 - SEWER LINE CLEANING

520-4351-44032	AIR FILTER/UNIT #187	KOST TRUCK SUPPLY INC	357769	\$163.27
520-4351-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9954830148	\$41.47
520-4351-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	FEBRUARY #1 202	\$303.94
520-4351-46026	FUEL/UNIT #63	WEX BANK	94959679	\$59.85
520-4351-46026	FUEL/UNIT #63	WEX BANK	94959679	\$125.38

Subtotal for Department 4351 : \$693.91

Department: 4352 - SEWER PLANT OPERATION

520-4352-44030	BLOWER	GRAINGER	9950685991	\$168.34
520-4352-44030	FITTINGS	HAVOC SUPPLY	D277.1	\$170.87
520-4352-44030	SERVICE CHARGE 11/30/24	NAPA OF LIBERAL	01/01/24	\$0.69

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Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
520-4352-44030	SERVICE CHARGE 11/30/24	NAPA OF LIBERAL	01/01/24	\$0.62
520-4352-44030	GREASE FITTING	NAPA OF LIBERAL	686354	\$3.31
520-4352-44031	HEATER	TRACTOR SUPPLY CREDIT PLAN	JANUARY 2024	\$19.99
520-4352-44031	EXTENSION CORDS/HEAT CABLE	WESTLAKE HARDWARE INC	7711301	\$75.97
520-4352-44031	THERMOSTAT	WESTLAKE HARDWARE INC	7711305	\$48.99
520-4352-44031	CREDIT/EXCHANGE THERMOSTAT	WESTLAKE HARDWARE INC	7711306	(\$21.10)
520-4352-44031	ELECTRICAL INSTALLATIONS	ZAPIEN ELECTRIC LLC	001715	\$351.04
520-4352-44032	THERMOSTAT/RADIATOR/UNIT #58	NAPA OF LIBERAL	686567	\$20.97
520-4352-46017	STACKABLE POLY TOTE	HAWKINS INC	6625965.1	\$100.00
520-4352-46017	CHLORINE	PVS DX INC	DE28000555-23	\$250.00
520-4352-46021	NATURAL GAS SERVICE	BLACK HILLS CORPORATION	FEBRUARY #1 202	\$129.82
520-4352-46026	FUEL/UNIT #30	WEX BANK	94959679	\$70.86
520-4352-46026	FUEL/UNIT #30	WEX BANK	94959679	\$185.86
520-4352-46026	FUEL/UNIT #58	WEX BANK	94959679	\$56.67
520-4352-46026	FUEL/UNIT #30	WEX BANK	94959679	\$57.51
520-4352-46026	FUEL/SHOP	WEX BANK	94959679	\$67.81

Subtotal for Department 4352 : \$1,758.22

Department: 4370 - STREET LIGHTING

100-4370-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	FEBRUARY #1 202	\$725.97
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Subtotal for Department 4370 : \$725.97

Department: 4500 - RECREATION ADMINISTRATION

100-4500-44030	BATTERIES	WALMART COMMUNITY BRC	JANUARY 2024	\$80.76
100-4500-44030	WATER DISPENSER/WEELLNESS CENTER	WALMART COMMUNITY BRC	JANUARY 2024	\$201.00
100-4500-44031	REPAIRS/GYM/OFFICE	JOHNSON CONTROLS INC	1-131708269791	\$1,605.91

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-4500-44031	WIRELESS REMOTE OUTLET/WASTEBASKETS	WESTLAKE HARDWARE INC	7711255	\$137.96
100-4500-44043	PARKS/REC	SOS LEASING	MAR 2024	\$205.96
100-4500-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9954830148	\$82.94
100-4500-45040	POLYMETAL SIGNS	FJ WRAPZ & GRAPHIX	1124	\$220.00
100-4500-45080	SUPPLIES/CHRISTMAS PARTY	WALMART COMMUNITY BRC	JANUARY 2024	\$89.43
100-4500-46010	DECEMBER COPY CHARGES	SOUTHERN OFFICE SUPPLY INC	311433	\$40.00
100-4500-46010	ENGRAVED ITEM	SOUTHERN OFFICE SUPPLY INC	312765	\$35.00
100-4500-46010	OFFICE SUPPLIES	WALMART COMMUNITY BRC	JANUARY 2024	\$23.52
100-4500-46010	OFFICE SUPPLIES	WALMART COMMUNITY BRC	JANUARY 2024	\$27.46
100-4500-46011	CLEANER	SERVICE JANITORIAL SUPPLY INC	328294	\$87.60
100-4500-46011	CLEANER	SERVICE JANITORIAL SUPPLY INC	328427	\$41.00
100-4500-46011	MICROFIBER TOWELS	WALMART COMMUNITY BRC	JANUARY 2024	\$9.97
100-4500-46013	MONTHLY POSTAGE	RESERVE ACCOUNT	DEC 2023	\$153.51
100-4500-46013	MONTHLY POSTAGE	RESERVE ACCOUNT	JAN 2024	\$9.47
100-4500-46021	NATURAL GAS SERVICE	BLACK HILLS CORPORATION	FEBRUARY #1 202	\$642.73
100-4500-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	FEBRUARY #1 202	\$3,562.99
100-4500-46028	WEBSITE/TOURNAMENTS	SPORTSENGINE	INV01749980	\$1,299.00
209-4500-46090-004	TV MOUNTS/ACTIVATION CODE/TVS	WALMART COMMUNITY BRC	JANUARY 2024	\$631.16

Subtotal for Department 4500 : \$9,187.37

Department: 4520 - RECREATION

100-4520-30911	REFUND/YOUTH WINTER CHEER	SOMER PEREZ	CV 91981	\$50.00
100-4520-45235	T SHIRTS/RISE ABOVE ACADEMY	PANHANDLE GYPSY	1368	\$454.00
100-4520-45237	2024 FOOD SERVICE LICENSE	KANSAS DEPARTMENT OF AGRICULTU OF	16749/2024	\$231.00
100-4520-45241	2024 FOOD SERVICE LICENSE	KANSAS DEPARTMENT OF AGRICULTU OF	18372/2024	\$231.00

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-4520-46210	2024 FOOD SERVICE LICENSE	KANSAS DEPARTMENT OF AGRICULTURE	18371/2024	\$231.00
100-4520-46212	CONCESSIONS/REC CENTER	BEN E KEITH FOODS	43387088	\$1,022.94
100-4520-46212	CONCESSIONS/REC CENTER	FUN EXPRESS	72911541101	\$297.40
100-4520-46212	2024 FOOD SERVICE LICENSE	KANSAS DEPARTMENT OF AGRICULTURE	27968/2024	\$231.00
100-4520-46212	CONCESSIONS/REC CENTER	PIZZA HUT	0359420200001	\$80.00
100-4520-46212	CONCESSIONS/REC CENTER	WALMART COMMUNITY BRC	JANUARY 2024	\$194.45
100-4520-46212	CONCESSIONS/REC CENTER	WALMART COMMUNITY BRC	JANUARY 2024	\$77.56
100-4520-46212	CONCESSIONS/REC CENTER	WALMART COMMUNITY BRC	JANUARY 2024	\$22.60
100-4520-46212	CONCESSIONS/REC CENTER	WALMART COMMUNITY BRC	JANUARY 2024	\$62.76
100-4520-46219	SMART IRON ON	WALMART COMMUNITY BRC	JANUARY 2024	\$79.92
100-4520-46219	SUPPLIES	WALMART COMMUNITY BRC	JANUARY 2024	\$76.34
100-4520-46219	SUPPLIES	WALMART COMMUNITY BRC	JANUARY 2024	\$46.26
100-4520-46219	MENS T-SHIRTS	WALMART COMMUNITY BRC	JANUARY 2024	\$14.96
100-4520-46238	CONCESSIONS/TOURNAMENT	WALMART COMMUNITY BRC	JANUARY 2024	\$209.88
100-4520-46238	CONCESSIONS/TOURNAMENT	WALMART COMMUNITY BRC	JANUARY 2024	\$150.20
100-4520-46238	CONCESSIONS/TOURNAMENT	WALMART COMMUNITY BRC	JANUARY 2024	\$63.04
100-4520-46239	TROPHIES	HASTY AWARDS	01241095	\$437.63
100-4520-46239	AWARD MEDALS	HASTY AWARDS	01241380	\$166.52
100-4520-46239	ONLINE SCHEDULING/LK BASKETBALL WINTER 23-24	QUICKSCORES LLC	240063	\$35.00
100-4520-46239	POSTER PRINT/MOUNTING	SOUTHERN OFFICE SUPPLY INC	312677	\$50.00
100-4520-46239	ENGRAVED ITEMS	SOUTHERN OFFICE SUPPLY INC	312890	\$37.50
100-4520-46242	SUPPLIES/VALENTINES	FUN EXPRESS	72911541101	\$199.69
100-4520-46242	CONFERENCE CENTER RENTAL/DEPOSIT	VAS HOTELS LLC	02/05/24	\$1,850.00
100-4520-46242	SUPPLIES	WALMART COMMUNITY BRC	JANUARY 2024	\$32.16

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Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-4520-46246	2024 FOOD SERVICE LICENSE	KANSAS DEPARTMENT OF AGRICULTURE	27969/2024	\$231.00
Subtotal for Department 4520 :				\$6,865.81
Department: 4540 - SWIMMING POOL				
100-4540-42502	2024 FOOD SERVICE LICENSE	KANSAS DEPARTMENT OF AGRICULTURE	02/02/24	\$262.50
100-4540-45252	SWIM TEAM COACH	LAHITA, MAREN ELSPETH	CV 91742	\$600.00
100-4540-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	FEBRUARY #1 202	\$1,227.27
Subtotal for Department 4540 :				\$2,089.77
Department: 4550 - GOLF COURSE				
100-4550-42501	GOLF HATS	CLEVELAND GOLF INC	7752071 SO	\$160.00
100-4550-42502	CONCESSIONS/PRO-SHOP	WILLOW TREE GOLF PETTY CASH	#2067	\$140.00
100-4550-44024	WEED CONTROL	PRO-TECH SPRAYING SERVICE	317809	\$687.50
100-4550-44030	SERVICE CHARGE 12/29/23	NAPA OF LIBERAL	01/01/2024	\$0.15
100-4550-46010	CALENDAR/PLANNER	SOUTHERN OFFICE SUPPLY INC	312099	\$26.69
100-4550-46013	SHIPPING	UNITED PARCEL SERVICE	000066E179044	\$127.07
100-4550-46021	NATURAL GAS SERVICE	BLACK HILLS CORPORATION	FEBRUARY #1 202	\$364.39
100-4550-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	FEBRUARY #1 202	\$136.48
100-4550-46028	INTERNET SERVICE	IDEATEK TELCOM	477396	\$80.00
100-4550-46032	IRRIGATION SUPPLIES	PROFESSIONAL TURF PRODUCTS LP	1627397-00	\$3,514.88
Subtotal for Department 4550 :				\$5,237.16
Department: 4560 - PARKS				
100-4560-45015	LANDFILL CHARGES	SEWARD COUNTY LANDFILL	DECEMBER 2023	\$1,695.30
100-4560-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9954830148	\$41.47
100-4560-46010	PLANNER/CALENDARS	WALMART COMMUNITY BRC	JANUARY 2024	\$39.46
100-4560-46021	NATURAL GAS SERVICE	BLACK HILLS CORPORATION	FEBRUARY #1 202	\$945.27

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-4560-46021	NATURAL GAS SERVICE	CONSTELLATION NEWENERGY	3949965	\$145.36
100-4560-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	FEBRUARY #1 202	\$1,613.69
100-4560-46028	INTERNET SERVICE	IDEATEK TELCOM	477396	\$80.00
100-4560-46028	INTERNET SERVICE	IDEATEK TELCOM	477396	\$50.00
100-4560-46028	INTERNET SERVICE	IDEATEK TELCOM	477396	\$80.00
100-4560-48090	COFFEE	PRAIRIE FIRE COFFEE	1545834	\$69.90
100-4560-48090	IBUPROFEN	WALMART COMMUNITY BRC	JANUARY 2024	\$8.36

Subtotal for Department 4560 : \$4,768.81

Department: 4570 - PARKS

100-4570-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	FEBRUARY #1 202	\$428.91
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Subtotal for Department 4570 : \$428.91

Department: 4580 - ARKALON RECREATIONAL AREA

100-4580-45030	INTERNET SERVICE	IDEATEK TELCOM	477396	\$150.00
100-4580-46010	SELF-INK STAMP	SOUTHERN OFFICE SUPPLY INC	312532	\$27.33
100-4580-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	FEBRUARY #1 202	\$538.10
100-4580-46026	FUEL	MADDEN OIL CO	5100/2312088487	\$115.77

Subtotal for Department 4580 : \$831.20

Department: 4611 - DEPOT BUILDING FACILITY

100-4611-46021	NATURAL GAS SERVICE	BLACK HILLS CORPORATION	FEBRUARY #1 202	\$636.95
100-4611-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	FEBRUARY #1 202	\$279.66

Subtotal for Department 4611 : \$916.61

Department: 4612 - GRIER HOUSE

100-4612-44031	ANNUAL INSPECTION/GRIER HOUSE	CF SERVICE & SUPPLY LLC	165126	\$102.75
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Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-4612-44031	REPAIR AT GRIER HOUSE	LYNN'S TOTAL COMFORT	28059	\$260.00
100-4612-46021	NATURAL GAS SERVICE	BLACK HILLS CORPORATION	FEBRUARY #1 202	\$3,563.52
100-4612-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	FEBRUARY #1 202	\$936.28
Subtotal for Department 4612 :				\$4,862.55

Department: 4920 - CEMETERY

100-4920-44024	IRON/REBAR	NEW IRON & METAL OF LIBERAL INC	7604	\$583.92
100-4920-44024	LANDFILL CHARGES	SEWARD COUNTY LANDFILL	DECEMBER 2023	\$15.00
100-4920-44024	PAINT	WESTLAKE HARDWARE INC	7711276	\$17.99
100-4920-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9954830148	\$41.47
100-4920-45030	INTERNET BILLING	ZITO MEDIA	01/01/24	\$69.90
100-4920-46013	MONTHLY POSTAGE	RESERVE ACCOUNT	DEC 2023	\$0.63
100-4920-46013	MONTHLY POSTAGE	RESERVE ACCOUNT	JAN 2024	\$3.79
100-4920-46021	NATURAL GAS SERVICE	BLACK HILLS CORPORATION	FEBRUARY #1 202	\$316.16
100-4920-48090	CEMETERY DEED/WEST	PETTY CASH	6452	\$21.00
Subtotal for Department 4920 :				\$1,069.86

Department: 4930 - UTILITY BILLING

100-4930-46013	MONTHLY POSTAGE	RESERVE ACCOUNT	DEC 2023	\$963.27
100-4930-46013	MONTHLY POSTAGE	RESERVE ACCOUNT	JAN 2024	\$831.42
100-4930-46013	CYCLE 1 JAN BILLS	UTILITY PETTY CASH FUND	CV 90876	\$2,821.94
100-4930-46013	CYCLE 2 JAN BILLS	UTILITY PETTY CASH FUND	CV 90877	\$2,719.90
Subtotal for Department 4930 :				\$7,336.53

Department: 4940 - WATER UTILITY ADMIN

530-4940-44031	PEST CONTROL	LIBERAL PEST CONTROL LLC	1588	\$895.00
530-4940-44031	PEST CONTROL	LIBERAL PEST CONTROL LLC	1589	\$190.00

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
530-4940-44043	WATER DEPT	SOS LEASING	MAR 2024	\$146.69
530-4940-46010	PLANNER	WALMART COMMUNITY BRC	JANUARY 2024	\$10.67
530-4940-46013	MONTHLY POSTAGE	RESERVE ACCOUNT	DEC 2023	\$0.63
530-4940-46021	NATURAL GAS SERVICE	BLACK HILLS CORPORATION	FEBRUARY #1 202	\$2,462.21
530-4940-46087	SAFETY REIMBURSEMENT-JEANS	AGUILAR, JESUS	01/11/2024	\$92.75
530-4940-46087	REIMBURSE WORK GEAR	YANEZ-SALINAS, JORGE	01/05/24	\$117.91
530-4940-48090	EMBROIDERY	SIGN EXPRESS	4301	\$160.00
530-4940-48110	TRANSACTION FEES FOR DECEMBER 2023	PAYMENTUS	INV-15-144089	\$32.85

Subtotal for Department 4940 :

\$4,108.71

Department: 4941 - WATER UTILITY

530-4941-44026	FITTINGS	HAVOC SUPPLY	D178.1	\$16.48
530-4941-44026	FITTING/WELL #17	HAVOC SUPPLY	D261.1	\$5.15
530-4941-44026	DRAIN OPENER	TEAM LABORATORY CHEMICAL LLC	INV0039304	\$114.50
530-4941-44030	ICE MELT	FASTENAL COMPANY	KSLIB102852	\$48.88
530-4941-44032	REFLECTIVE STRIPES/UNIT #41	VISUAL SIGNS	7863	\$200.00
530-4941-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9954830148	\$201.51
530-4941-46013	SHIPPING	UNITED PARCEL SERVICE	000066E179014	\$69.00
530-4941-46013	SHIPPING	UNITED PARCEL SERVICE	000066E179034	\$129.03
530-4941-46013	SHIPPING	UNITED PARCEL SERVICE	000066E179044	\$159.38
530-4941-46021	NATURAL GAS SERVICE	BLACK HILLS CORPORATION	FEBRUARY #1 202	\$1,437.94
530-4941-46021	NATURAL GAS SERVICE	CONSTELLATION NEWENERGY	3949965	\$3,031.18
530-4941-46022	WELL #63	CMS ELECTRIC COOP INC	12786/JAN 2024	\$1,813.67
530-4941-46022	WELL #61	CMS ELECTRIC COOP INC	12786/JAN 2024	\$1,050.35
530-4941-46022	WELL #62	CMS ELECTRIC COOP INC	12786/JAN 2024	\$1,417.66

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Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
530-4941-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	FEBRUARY #1 202	\$34,312.77
530-4941-46028	INTERNET SERVICE	IDEATEK TELCOM	477396	\$50.00
Subtotal for Department 4941 :				\$44,057.50

Department: 4942 - WATER DISTRIBUTION

530-4942-44029	HYDRANT METER	SALINA SUPPLY COMPANY	S100256612.001	\$1,033.87
530-4942-44030	JACKET 9OZ LG RYB FR	AIRGAS MID SOUTH INC	9145420691	\$55.23
530-4942-44030	ICE MELT	FASTENAL COMPANY	KSLIB102852	\$48.88
530-4942-44030	O-RINGS	LIBERAL GASKET MFG CO INC	143661	\$113.20
530-4942-44030	FIBERGLASS INSULATION ROLL	MEAD LUMBER DO IT CENTER	10152736	\$108.15
530-4942-44030	BOTTLED WATER	WALMART COMMUNITY BRC	JANUARY 2024	\$93.84
530-4942-44030	BOTTLED WATER	WALMART COMMUNITY BRC	JANUARY 2024	\$47.68
530-4942-44032	CONNECTOR/PIGTAIL	AUTO ZONE COMMERCIAL PROGRAM	1640186327	\$22.99
530-4942-44032	FITTINGS/UNIT #77	WESTLAKE HARDWARE INC	7711019	\$1.44
530-4942-44036	GLOVES/EYEWEAR	FASTENAL COMPANY	KSLIB101345	\$263.57
530-4942-44036	FITTINGS	HAVOC SUPPLY	10/30/2023	\$64.64
530-4942-44036	FITTINGS	HAVOC SUPPLY	10/30/23	\$20.37
530-4942-44036	FITTINGS	HAVOC SUPPLY	37144794792238.1	\$136.82
530-4942-44036	FITTING	HAVOC SUPPLY	37145081905454.1	\$1.00
530-4942-44036	FITTINGS	HAVOC SUPPLY	37158050005294.1	\$58.88
530-4942-44036	FITTING	HAVOC SUPPLY	OCT 30, 2023	\$13.61
530-4942-44036	MARKING FLAGS	RED BUD SUPPLY INC	185387	\$202.26
530-4942-44036	HYDRANT METER	SALINA SUPPLY COMPANY	S100256614.001	\$1,025.00
530-4942-45015	LANDFILL CHARGES	SEWARD COUNTY LANDFILL	DECEMBER 2023	\$153.95
530-4942-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9954830148	\$265.82

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
530-4942-46021	NATURAL GAS SERVICE	BLACK HILLS CORPORATION	FEBRUARY #1 202	\$437.43
530-4942-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	FEBRUARY #1 202	\$49.47
530-4942-46028	INTERNET SERVICE	IDEATEK TELCOM	477396	\$411.67
Subtotal for Department 4942 :				\$4,629.77

Department: 4950 - AIRPORT UTILITY

501-4950-43037	AIR SERVICE DEVELOPMENT ANALYSIS	VOLAIRE AVIATION INC	6371	\$700.00
501-4950-43037	APPRAISAL/LOT 9 BLOCK 13 AIRPORT INDUSTRIAL PARK ADDITION	WINCHESTER ENTERPRISES	23084	\$1,200.00
501-4950-43037	APPRAISAL/PORTION OF LOT 5 & 6 BLOCK 14 AIRPORT INDUSTRIAL PARK ADDITION	WINCHESTER ENTERPRISES	23085	\$1,200.00
501-4950-44030	FITTINGS	FASTENAL COMPANY	KSLIB102898	\$12.00
501-4950-44030	SERVICE CHARGE 11/30/24	NAPA OF LIBERAL	01/01/24	\$0.39
501-4950-44030	MOTOR OIL/TRANSMISSION FLUID/LUBRICANT	NAPA OF LIBERAL	681298	\$149.44
501-4950-44030	OIL DRY	NAPA OF LIBERAL	682767	\$57.96
501-4950-44030	FILTER	NAPA OF LIBERAL	682969	\$35.00
501-4950-44030	BIT SOCKET SET	NAPA OF LIBERAL	684933	\$21.99
501-4950-44030	GASKET MAKER/EMERY CLOTH ROLL	NAPA OF LIBERAL	684979	\$47.98
501-4950-44030	STARTING FLUID	NAPA OF LIBERAL	685478	\$8.97
501-4950-44031	PEST CONTROL/TERMINAL	PLUNKETT'S PEST CONTROL	8322933	\$66.77
501-4950-44031	PEST CONTROL	PLUNKETT'S PEST CONTROL	8387659	\$66.77
501-4950-44031	GARAGE DOOR LUBE	WESTLAKE HARDWARE INC	7711002	\$19.98
501-4950-44032	SERVICE CHARGE 12/29/23	NAPA OF LIBERAL	01/01/2024	\$2.67
501-4950-44032	SERVICE CHARGE 12/29/23	NAPA OF LIBERAL	01/01/2024	\$1.43
501-4950-44032	SERVICE CHARGE 12/29/23	NAPA OF LIBERAL	01/01/2024	\$0.52
501-4950-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9954830148	\$86.48

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
501-4950-45060	AIR FRESHENER	SERVICE JANITORIAL SUPPLY INC	328209	\$90.60
501-4950-45060	HAND FOAM SOAP	SERVICE JANITORIAL SUPPLY INC	328417	\$240.60
501-4950-46013	MONTHLY POSTAGE	RESERVE ACCOUNT	DEC 2023	\$17.82
501-4950-46013	MONTHLY POSTAGE	RESERVE ACCOUNT	JAN 2024	\$20.32
501-4950-46021	NATURAL GAS SERVICE	BLACK HILLS CORPORATION	FEBRUARY #1 202	\$1,685.48
501-4950-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	FEBRUARY #1 202	\$2,397.02
501-4950-46026	FUEL	MADDEN OIL CO	4210/2312088473	\$312.21
501-4950-46028	INTERNET SERVICE	IDEATEK TELCOM	477396	\$80.00
501-4950-46028	INTERNET SERVICE	IDEATEK TELCOM	477396	\$80.00
501-4950-46090	HAND TRUCK	WESTLAKE HARDWARE INC	7711179	\$79.99
Subtotal for Department 4950 :				\$8,682.39

Department: 4953 - AIR MUSEUM

504-4953-44030	VEHICLE SIGN	AMAZON CAPITAL SERVICES	1JYH-JWYG-GQHR	\$15.98
504-4953-44030	TIRE GAUGE	WALMART COMMUNITY BRC	JANUARY 2024	\$11.37
504-4953-44035	PEST CONTROL	RINE EXTERMINATING INC	62361	\$100.00
504-4953-44035	WINDOW FILM	WALMART COMMUNITY BRC	JANUARY 2024	\$39.94
504-4953-44035	DROP CLOTHS	WALMART COMMUNITY BRC	JANUARY 2024	\$49.70
504-4953-44035	DROP CLOTHS/DISH PANS	WALMART COMMUNITY BRC	JANUARY 2024	\$104.80
504-4953-44035	WINDOW FILM	WALMART COMMUNITY BRC	JANUARY 2024	\$125.79
504-4953-44035	CAMERA/DE-ICER	WALMART COMMUNITY BRC	JANUARY 2024	\$165.21
504-4953-44043	AIR MUSEUM	SOS LEASING	MAR 2024	\$162.12
504-4953-46010	BOTTLED WATER	WALMART COMMUNITY BRC	JANUARY 2024	\$10.72
504-4953-46010	KEYS	WESTLAKE HARDWARE INC	7711205	\$20.93
504-4953-46011	JANITORIAL SUPPLIES	WALMART COMMUNITY BRC	JANUARY 2024	\$48.50

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
504-4953-46013	MONTHLY POSTAGE	RESERVE ACCOUNT	DEC 2023	\$3.79
504-4953-46013	MONTHLY POSTAGE	RESERVE ACCOUNT	JAN 2024	\$26.47
504-4953-46021	NATURAL GAS SERVICE	CONSTELLATION NEWENERGY	3949965	\$894.98
504-4953-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	FEBRUARY #1 202	\$1,087.83
504-4953-46028	INTERNET SERVICE	IDEATEK TELCOM	477396	\$80.00
504-4953-46610	GIFT SHOP RESALE ITEMS	BORN AVIATION PRODUCTS INC	0097824-IN	\$278.43
504-4953-46610	GIFT SHOP RESALE ITEMS	WOWTOYZ	84431	\$179.67
504-4953-48084	PARACORD	AMAZON CAPITAL SERVICES	1MQT-YHNV-GLQX	\$62.88
504-4953-48084	EXHIBIT EXPENSE	WALMART COMMUNITY BRC	JANUARY 2024	\$57.76
Subtotal for Department 4953 :				\$3,526.87

Department: 4956 - AIR MUSEUM/ROBOTICS

209-4956-48090-004	SUPPLIES/ROBOTICS	WALMART COMMUNITY BRC	JANUARY 2024	\$317.50
209-4956-48090-004	SUPPLIES/CHRISTMAS LEGO EVENT	WALMART COMMUNITY BRC	JANUARY 2024	\$51.56
Subtotal for Department 4956 :				\$369.06

Department: 4970 - CONVENTION/TOURISM

206-4970-43080	TOUR KANSAS 2024 MEMBERSHIP DUES	TOURKANSAS	01/15/24	\$50.00
206-4970-44043	TOURISM	SOS LEASING	MAR 2024	\$248.33
206-4970-44047	BILLBOARD RENT/GUYMON & BALKO	LINDMARK OUTDOOR MEDIA	INV82116	\$350.00
206-4970-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9954830148	\$41.47
206-4970-46010	LABELS/COPY PAPER	SOUTHERN OFFICE SUPPLY INC	312764	\$59.13
206-4970-46013	MONTHLY POSTAGE	RESERVE ACCOUNT	DEC 2023	\$81.78
206-4970-46013	MONTHLY POSTAGE	RESERVE ACCOUNT	JAN 2024	\$444.42
206-4970-46021	NATURAL GAS SERVICE	BLACK HILLS CORPORATION	FEBRUARY #1 202	\$135.50
206-4970-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	FEBRUARY #1 202	\$119.32

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
206-4970-46026	FUEL/TOURISM	WEX BANK	94959679	\$71.01
206-4970-46028	WEBCAM	AMAZON CAPITAL SERVICES	1XLF-H17T-9Q6D	\$59.99
206-4970-46028	INTERNET SERVICE	IDEATEK TELCOM	477396	\$83.00
206-4970-46090	CALENDAR/DISINFECTANT WIPES/TRASH BAGS	WALMART COMMUNITY BRC	JANUARY 2024	\$63.74
206-4970-49771	GIFT SHOP RESALE ITEMS	SCHLAEGEL'S HOMEGROWN POPCOR	6914	\$176.70
206-4970-49779	WEBSITE MGMT FEE	GATEHOUSE MEDIA KANSAS HOLDING	0006127752	\$18.60
Subtotal for Department 4970 :				\$2,002.99

Department: 5050 - CONSTRUCTION IMPROVEMENTS

301-5050-44030-500	ASSET MANAGEMENT SOFTWARE PACKAGE	AKTIVOV LLC	LIBERALKS/2023/0	\$6,900.00
301-5050-44050-700	PV #9/HOLLY	FRENCH CONSTRUCTION LLC	01/24/24	\$139,750.27
301-5050-46021-700	NATURAL GAS SERVICE	BLACK HILLS CORPORATION	FEBRUARY #1 202	\$4,065.62
Subtotal for Department 5050 :				\$150,715.89

Department: 6010 - GENERAL OPERATIONS

260-6010-44030	SAFETY VESTS	FASTENAL COMPANY	KSLIB102850	\$63.01
260-6010-44030	BULBS	FOLEY EQUIPMENT COMPANY	PS050065834	\$38.32
260-6010-44030	SWITCH ASSEMBLY	FOLEY EQUIPMENT COMPANY	PS050065858	\$75.76
260-6010-44030	REPLACEMENT HANDLE	TRACTOR SUPPLY CREDIT PLAN	JANUARY 2024	\$19.99
260-6010-44032	RADIATOR CAP/UNIT #150	AUTO ZONE COMMERCIAL PROGRAM	1640231508	\$5.59
260-6010-44032	BATTERY/UNIT #155	BUMPER TO BUMPER AUTO PARTS LIB	515141	\$166.09
260-6010-44032	CREDIT/RETURN BATTERY/UNIT #155	BUMPER TO BUMPER AUTO PARTS LIB	515143	(\$19.00)
260-6010-44032	FLAT REPAIR/UNIT #187	R & E'S TIRE SHOP LLC	11168	\$1,232.00
260-6010-46021	NATURAL GAS SERVICE	BLACK HILLS CORPORATION	FEBRUARY #1 202	\$453.86
Subtotal for Department 6010 :				\$2,035.62

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
Department: 6012 - OTHER IMPROVEMENTS				
260-6012-48836	CURB & GUTTER REPAIR/S HOLLY	CROELL INC	817041	\$1,282.50
260-6012-48836	CURB & GUTTER REPAIR/2ND & KS	CROELL INC	817834	\$1,119.00
260-6012-48836	CONCRETE FORM BOARDS	MEAD LUMBER DO IT CENTER	10113163	\$80.20
260-6012-48836	CAUTION TAPE	MEAD LUMBER DO IT CENTER	10116567	\$21.68
260-6012-48836	WEED CONTROL	PRO-TECH SPRAYING SERVICE	316631	\$4,336.76
Subtotal for Department 6012 :				\$6,840.14
Department: 6014 - DRAINAGE IMPROVEMENTS				
260-6014-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	FEBRUARY #1 202	\$47.90
Subtotal for Department 6014 :				\$47.90
Department: 6020 - ECONOMIC DEVELOPMENT				
261-6020-48040	2024 APPROPRIATION	LIBERAL BEEJAYS BASEBALL ASSOC	01/23/24	\$15,000.00
261-6020-48040	2024 APPROPRIATION	LIBERAL IS OZ-SOME CAMPAIGN	01/23/24	\$15,000.00
Subtotal for Department 6020 :				\$30,000.00
Department: 6021 - PUBLIC TRANSPORTATION				
261-6021-43030	BUS DRIVER PHYSICAL	SOUTHWEST FAMILY MEDICINE LLC	01/10/24	\$100.00
261-6021-44032	REPAIR UNIT #220	CHANCE'S SERVICE CENTER	0060203	\$129.98
261-6021-44032	REPAIR UNIT #215	CHANCE'S SERVICE CENTER	0060213	\$625.17
261-6021-44032	REPAIR UNIT #217	CHANCE'S SERVICE CENTER	0060248	\$1,135.92
261-6021-44032	TPMS SENSOR/UNIT #201	M & M TIRE SERVICE	155168	\$76.00
261-6021-44032	FLAT REPAIR/UNIT #220	M & M TIRE SERVICE	155188	\$26.00
261-6021-44032	FLAT REPAIR/UNIT #218	M & M TIRE SERVICE	155244	\$26.00
261-6021-44032	FLAT REPAIR/UNIT #219	M & M TIRE SERVICE	155263	\$26.00
261-6021-44032	CAR WASH/UNIT #200	SQUEAKY CLEAN CAR WASH LLC	4225	\$34.00

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
261-6021-46011	JANITORIAL SUPPLIES	WALMART COMMUNITY BRC	JANUARY 2024	\$64.44
Subtotal for Department 6021 :				\$2,243.51
Department: 6030 - CRIME/DRUG PREVENTION				
262-6030-48040	2024 APPROPRIATION	GREAT PLAINS ANGELS FOR ANIMALS	01/23/24	\$20,000.00
262-6030-48098	K-9 SUPPLEMENTS/ALLERGY RELIEF	TRACTOR SUPPLY CREDIT PLAN	JANUARY 2024	\$188.96
Subtotal for Department 6030 :				\$20,188.96
Department: 6040 - HOUSING				
263-6040-45030	CELLULAR/TABLET SERVICE	VERIZON WIRELESS	9954830148	\$41.47
263-6040-46013	MONTHLY POSTAGE	RESERVE ACCOUNT	JAN 2024	\$27.03
263-6040-47090	PARTIAL PAYMENT/COLUMBARIUM	JONES MONUMENT CO	01/11/24	\$9,250.00
263-6040-48040	2024 NON-PROFIT APPROPRIATION	CROSSROADS CENTER INC	01/22/24	\$5,500.00
263-6040-48040	2024 APPROPRIATION	GRACE PLACE PREGNANCY CARE CEN	01/23/24	\$15,000.00
263-6040-48040	2024 APPROPRIATION	SEWARD COUNTY COUNCIL ON AGING	01/23/24	\$10,000.00
263-6040-48040	2024 APPROPRIATION	SOUTHWEST MIRACLES	01/23/24	\$2,500.00
263-6040-48070	BUILDER INCENTIVE/921 N HOLLY	FOR CUSTOM CONSTRUCTION	01/24/24	\$7,500.00
263-6040-48851	WEATHERIZE/WINDOWS	CHAIDEZ REMODELING	769245	\$3,000.00
263-6040-48851	EMERGENCY/REPLACE WATER HEATER	SEPULVEDA'S HEATING & AIR	01/17/24	\$3,000.00
Subtotal for Department 6040 :				\$55,818.50
Department: 6050 - BEAUTIFICATION				
264-6050-44024	REBAR TIES/WIRE TYING TOOL	MEAD LUMBER DO IT CENTER	10170868	\$12.94
264-6050-44024	BAR TIES	MEAD LUMBER DO IT CENTER	10171217	\$5.75
264-6050-44024	WEED CONTROL	PRO-TECH SPRAYING SERVICE	303368	\$383.13
264-6050-44024	WEED CONTROL	PRO-TECH SPRAYING SERVICE	303407	\$728.84
264-6050-44024	FITTINGS	STANION WHOLESALE ELECTRIC CO	5649978-00	\$7.49

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
264-6050-44024	LIGHTING TIMER	STANION WHOLESALE ELECTRIC CO	5650697-00	\$38.80
264-6050-44024	WIRE TIES/STOCK	SUPERIOR FENCE OF WESTERN KANS	4242	\$212.00
264-6050-44024	FITTINGS	WESTLAKE HARDWARE INC	7711042	\$32.52
264-6050-44024	PAINT SUPPLIES	WESTLAKE HARDWARE INC	7711089	\$137.15
264-6050-44024	PAINT ROLLERS	WESTLAKE HARDWARE INC	7711090	\$17.18
264-6050-44030	OIL FILTER	BUMPER TO BUMPER AUTO PARTS LIB	515175	\$18.96
264-6050-44030	FITTINGS	HAVOC SUPPLY	OCT 20 2023	\$46.71
264-6050-44030	CHOP SAW BLADES	KEATING TRACTOR & EQUIPMENT INC	346995	\$23.34
264-6050-44030	SERVICE CHARGE 11/30/24	NAPA OF LIBERAL	01/01/24	\$0.23
264-6050-44030	SERVICE CHARGE 11/30/24	NAPA OF LIBERAL	01/01/24	\$0.49
264-6050-44030	A/T FILTER	O'REILLY AUTOMOTIVE STORES INC	1453-339113	\$12.26
264-6050-44030	OIL FILTER/STOCK	O'REILLY AUTOMOTIVE STORES INC	1453-341377	\$27.97
264-6050-44030	SUPER GLUE/LUBRICANT/CARB & CHOKE	WESTLAKE HARDWARE INC	7711078	\$37.75
264-6050-44031	FITTINGS	HAVOC SUPPLY	37141813494062.1	\$12.75
264-6050-44031	FITTINGS	HAVOC SUPPLY	D265.1	\$59.60
264-6050-44031	FITTING	HAVOC SUPPLY	D266.1	\$4.39
264-6050-44031	BATTERIES	MEAD LUMBER DO IT CENTER	10143502	\$19.99
264-6050-44031	JANITORIAL SUPPLIES	SERVICE JANITORIAL SUPPLY INC	328465	\$198.50
264-6050-44031	PAINT	SHERWIN WILLIAMS	5222-7	\$79.98
264-6050-44031	PAINT	SHERWIN WILLIAMS	5253-2	\$39.99
264-6050-44031	PAINT SUPPLIES	WESTLAKE HARDWARE INC	7711299	\$103.94
264-6050-44032	IGNITION COIL/SPARK PLUG/UNIT #10	O'REILLY AUTOMOTIVE STORES INC	1453-337399	\$88.29
264-6050-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	FEBRUARY #1 202	\$219.50
264-6050-46026	HYDRAULIC OIL	WALMART COMMUNITY BRC	JANUARY 2024	\$59.00
264-6050-48896	PAINT SUPPLIES FOR CHRISTMAS DÉCOR	WESTLAKE HARDWARE INC	7711213	\$107.87

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Report ID: APLT33D

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
			Subtotal for Department 6050 :	\$2,737.31

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
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Grand Total : \$582,007.34

Department Totals		
Department	Dept. Description	Department Total
0000	NONDEPARTMENTAL	\$32,005.65
4100	NON DEPARTMENTAL	\$5,854.19
4110	LEGISLATIVE	\$259.00
4120	MUNICIPAL COURT/DIVE	\$15,627.00
4130	CITY MANAGER	\$610.81
4150	FINANCE DEPARTMENT	\$1,698.81
4152	PERSONNEL DEPARTMEN	\$128.32
4160	BUILDING MAINTENANCE	\$2,037.92
4180	I.T. DEPARTMENT	\$117.00
4190	PLANNING & ZONING	\$124.38
4210	POLICE ADMINISTRATION	\$14,267.30
4211	ANIMAL CONTROL DIVISI	\$2,617.78
4220	FIRE	\$2,863.12
4240	BUILDING INSPECTION SV	\$50,597.83
4250	COMMUNICATIONS	\$1,292.69
4290	TRAFFIC CONTROL MAIN	\$1,933.67
4300	STREET/HIGHWAY	\$9,123.88
4320	REFUSE	\$44,456.08

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
	4330	FLEET MAINTENANCE		\$1,284.84
	4350	SEWER ADMINISTRATIVE		\$10,329.27
	4351	SEWER LINE CLEANING		\$693.91
	4352	SEWER PLANT OPERATIO		\$1,758.22
	4370	STREET LIGHTING		\$725.97
	4500	RECREATION ADMINISTR		\$9,187.37
	4520	RECREATION		\$6,865.81
	4540	SWIMMING POOL		\$2,089.77
	4550	GOLF COURSE		\$5,237.16
	4560	PARKS		\$4,768.81
	4570	PARKS		\$428.91
	4580	ARKALON RECREATIONA		\$831.20
	4611	DEPOT BUILDING FACILIT		\$916.61
	4612	GRIER HOUSE		\$4,862.55
	4920	CEMETERY		\$1,069.86
	4930	UTILITY BILLING		\$7,336.53
	4940	WATER UTILITY ADMIN		\$4,108.71
	4941	WATER UTILITY		\$44,057.50
	4942	WATER DISTRIBUTION		\$4,629.77
	4950	AIRPORT UTILITY		\$8,682.39
	4953	AIR MUSEUM		\$3,526.87
	4956	AIR MUSEUM/ROBOTICS		\$369.06

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
	4970	CONVENTION/TOURISM		\$2,002.99
	5050	CONSTRUCTION IMPROV		\$150,715.89
	6010	GENERAL OPERATIONS		\$2,035.62
	6012	OTHER IMPROVEMENTS		\$6,840.14
	6014	DRAINAGE IMPROVEMEN		\$47.90
	6020	ECONOMIC DEVELOPMEN		\$30,000.00
	6021	PUBLIC TRANSPORTATIO		\$2,243.51
	6030	CRIME/DRUG PREVENTIO		\$20,188.96
	6040	HOUSING		\$55,818.50
	6050	BEAUTIFICATION		\$2,737.31
		Grand Total:		\$582,007.34

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
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Department: 4520 - RECREATION

100-4520-46240	REF-SOCCER	ALEXANDER, MCKENNA LYNN	10424	\$22.00
100-4520-46240	SOCCER-REF	NEAVE LIRA, KARIME	11024	\$52.00
100-4520-46240	REF-SOCCER	YADIER CASAS MEDINA	11024	\$52.00

Subtotal for Department 4520 : \$126.00

Grand Total : \$126.00

Department Totals		
Department	Dept. Description	Department Total
4520	RECREATION	\$126.00
Grand Total:		\$126.00

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
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Department: 4211 - ANIMAL CONTROL DIVISION

100-4211-46620	TRANSPORT DRIVER-AURORA CO 01/20/2024	SKINNER, KAYCEE	90910	\$150.00
Subtotal for Department 4211 :				\$150.00

Department: 4520 - RECREATION

100-4520-30919	REFUND- MIGUEL GOMEZ U14 DIVISION FUTSAL	SPORTS TOURNAMENT PETTY CASH	91004	\$700.00
100-4520-46239	REIMBURSEMENT FOR OFFICIALS	SPORTS TOURNAMENT PETTY CASH	91003	\$3,525.00
100-4520-46239	REIMBURSEMENT-OFFICIALS	SPORTS TOURNAMENT PETTY CASH	91005	\$5,370.00
Subtotal for Department 4520 :				\$9,595.00

Grand Total : \$9,745.00

Department Totals		
Department	Dept. Description	Department Total
4211	ANIMAL CONTROL DIVISI	\$150.00
4520	RECREATION	\$9,595.00
Grand Total:		\$9,745.00

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
Department: 4210 - POLICE ADMINISTRATION				
100-4210-48092	Invoice 8B54456F	KU EDWARDS CAMPUS	ReInv-106500-2024-	\$45.00
100-4210-48092	Invoice 116D114	KU EDWARDS CAMPUS	ReInv-106500-2024-	\$45.00
Subtotal for Department 4210 :				\$90.00
Department: 4211 - ANIMAL CONTROL DIVISION				
100-4211-46620	TRANSPORT DRIVER-WOODWARD, OK 01/27/24	SKINNER, KAYCEE	CV 90911	\$50.00
Subtotal for Department 4211 :				\$50.00
Department: 4520 - RECREATION				
100-4520-46220	REF/BASKETBALL	CAMARILLO, EVETTE	01/24/24	\$700.00
100-4520-46220	REF/BASKETBALL	ESSIX, ERIC	01/24/24	\$700.00
Subtotal for Department 4520 :				\$1,400.00
Department: 4590 - LIBRARY				
205-4590-48040	JANUARY 2024 APPROPRIATION	LIBRARY BOARD (TREASURER)	01/24/24	\$319,006.81
Subtotal for Department 4590 :				\$319,006.81
Department: 4940 - WATER UTILITY ADMIN				
530-4940-43080	KRWA MEMBERSHIP DUES	KANSAS RURAL WATER ASSOCIATION	01/16/24	\$920.00
Subtotal for Department 4940 :				\$920.00
Department: 4970 - CONVENTION/TOURISM				
206-4970-44047	Invoice INV71701	LINDMARK OUTDOOR MEDIA	ReInv-107141-2024-	\$350.00
Subtotal for Department 4970 :				\$350.00

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
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Grand Total : \$321,816.81

Department Totals		
Department	Dept. Description	Department Total
4210	POLICE ADMINISTRATION	\$90.00
4211	ANIMAL CONTROL DIVISI	\$50.00
4520	RECREATION	\$1,400.00
4590	LIBRARY	\$319,006.81
4940	WATER UTILITY ADMIN	\$920.00
4970	CONVENTION/TOURISM	\$350.00
Grand Total:		\$321,816.81

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
Department: 4100 - NON DEPARTMENTAL				
100-4100-46028	INTERNET BILLING	EPIC TOUCH	CITY HALL/FEB 20	\$304.50
Subtotal for Department 4100 :				\$304.50
Department: 4211 - ANIMAL CONTROL DIVISION				
100-4211-46028	INTERNET BILLING	EPIC TOUCH	ANIMAL CONTROL	\$162.75
Subtotal for Department 4211 :				\$162.75
Department: 4220 - FIRE				
100-4220-46028	INTERNET BILLING	EPIC TOUCH	N FIRE STATION/F	\$162.75
Subtotal for Department 4220 :				\$162.75
Department: 4300 - STREET/HIGHWAY				
100-4300-46028	INTERNET BILLING	EPIC TOUCH	STREET DEPT/FEB	\$162.75
Subtotal for Department 4300 :				\$162.75
Department: 4320 - REFUSE				
510-4320-46028	INTERNET BILLING	EPIC TOUCH	SANITATION DEPT	\$162.75
Subtotal for Department 4320 :				\$162.75
Department: 4350 - SEWER ADMINISTRATIVE				
520-4350-46028	INTERNET BILLING	EPIC TOUCH	WASTEWATER/FE	\$162.75
Subtotal for Department 4350 :				\$162.75
Department: 4520 - RECREATION				
100-4520-45235	INSTRUCTOR-RISE ABOVE ACADEMY	RINDELS, TANNER	02/01/2024	\$210.00
100-4520-46219	REF/BASKETBALL	ALEXANDER, MCKENNA LYNN	01/30/24	\$372.00
100-4520-46219	REF/BASKETBALL	CAMPFIELD, ELIJAH RAY	01/30/24	\$468.00
100-4520-46219	REF/BASKETBALL	DELGADO KAMILAH	01/30/24	\$312.00

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-4520-46220	REF/BASKETBALL	ESSIX, ERIC	01/31/24	\$350.00
100-4520-46220	REF/BASKETBALL	ROTOLO NICK	01/31/24	\$350.00
100-4520-46239	REIMBURSEMENT/OFFICIALS	SPORTS TOURNAMENT PETTY CASH	CV 91006	\$1,910.00
Subtotal for Department 4520 :				\$3,972.00
Department: 4540 - SWIMMING POOL				
100-4540-45030	INTERNET BILLING	EPIC TOUCH	WATER PARK/FEB	\$131.25
Subtotal for Department 4540 :				\$131.25
Department: 4570 - PARKS				
100-4570-46028	INTERNET BILLING	EPIC TOUCH	BB/SB COMPLEX/F	\$162.75
100-4570-46028	INTERNET BILLING	EPIC TOUCH	MAHURON/FEB 20	\$162.75
100-4570-46028	INTERNET BILLING	EPIC TOUCH	SCOUT HUT/FEB 2	\$130.50
Subtotal for Department 4570 :				\$456.00
Department: 4612 - GRIER HOUSE				
100-4612-45030	INTERNET BILLING	EPIC TOUCH	GRIER HOUSE/FE	\$162.75
Subtotal for Department 4612 :				\$162.75
Department: 4940 - WATER UTILITY ADMIN				
530-4940-46028	INTERNET BILLING	EPIC TOUCH	WATER TOWERS/	\$63.00
Subtotal for Department 4940 :				\$63.00

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
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Grand Total : \$5,903.25

Department Totals		
Department	Dept. Description	Department Total
4100	NON DEPARTMENTAL	\$304.50
4211	ANIMAL CONTROL DIVISI	\$162.75
4220	FIRE	\$162.75
4300	STREET/HIGHWAY	\$162.75
4320	REFUSE	\$162.75
4350	SEWER ADMINISTRATIVE	\$162.75
4520	RECREATION	\$3,972.00
4540	SWIMMING POOL	\$131.25
4570	PARKS	\$456.00
4612	GRIER HOUSE	\$162.75
4940	WATER UTILITY ADMIN	\$63.00
Grand Total:		\$5,903.25

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
Department: 0000 - NONDEPARTMENTAL				
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$814.36
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$300.76
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$321.73
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$399.88
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$418.99
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$461.28
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$509.73
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$632.17
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$6,975.09
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$720.86
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$227.30
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$971.90
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$972.73
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$1,011.07
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$1,286.03
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$1,375.68
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$1,631.33
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$3,082.20
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$711.97
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$120.69
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$0.72
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$3.09
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$26.62
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$35.06

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$37.46
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$44.46
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$97.99
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$236.45
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$119.21
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$227.49
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$147.84
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$149.89
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$160.15
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$166.50
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$167.89
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$190.07
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$190.46
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$93.53
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$107.88
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$39.27
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$126.01
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$989.89
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$298.61
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$273.41
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$271.56
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$257.65
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$366.42
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$221.70
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$593.31

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$137.35
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$164.31
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$185.41
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$426.70
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$332.40
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$195.37
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$249.89
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$20,005.54
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$1,049.69
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$1,089.66
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$1,168.70
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$1,180.59
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$1,220.95
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$1,542.69
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$314.04
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$12,080.24
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$452.59
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$958.76
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$952.49
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$889.00
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$706.08
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$680.61
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$290.15
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$1,920.64
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$350.40

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$348.53
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$346.06
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$206.17
100-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$301.61
202-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$358.71
202-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$1,533.78
202-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$1,136.33
202-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$509.90
202-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$1,040.54
206-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$73.11
206-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$312.66
206-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$284.49
206-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$256.23
207-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$43.00
207-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$183.85
207-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$314.04
209-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$9.13
209-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$3.76
261-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$791.38
261-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$185.07
261-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$987.16
261-0000-20400	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$59.66
261-0000-20400	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$255.08
261-0000-20400	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$434.08
501-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$426.64

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
501-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$99.79
501-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$724.83
504-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$139.85
504-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$597.92
504-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$64.10
504-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$271.57
504-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$534.12
510-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$20.06
510-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$85.79
510-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$378.64
510-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$1,618.97
510-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$675.52
510-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$101.56
510-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$156.58
510-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$162.39
510-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$562.87
510-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$894.06
510-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$382.30
520-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$225.46
520-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$183.98
520-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$786.74
520-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$964.05
520-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$217.24
520-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$60.94
520-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$213.78

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Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
520-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$252.64
520-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$459.25
520-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$741.54
520-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$988.63
520-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$162.38
530-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$73.08
530-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$204.42
530-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$312.49
530-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$332.40
530-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$874.07
530-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$1,421.26
530-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$321.05
530-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$40.63
530-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$144.33
530-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$167.30
530-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$311.88
530-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$536.35
530-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$810.23
530-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$839.78
530-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$1,171.01
530-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$173.65
601-0000-28111	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$30,699.77
601-0000-28111	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$7,179.89
601-0000-28112	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$32,471.66
601-0000-28113	Automatic Invoice From Payroll	STATE EMPLOYEE TAXES	PR-11820248526	\$21,108.21

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Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
601-0000-28121	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$10,228.08
601-0000-28131	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$21,833.46
601-0000-28131	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$495.53
601-0000-28141	Automatic Invoice From Payroll	EMPOWER RETIREMENT	PR-11820248524	\$151.00
601-0000-28141	Automatic Invoice From Payroll	EMPOWER RETIREMENT	PR-11820248524	\$490.00
601-0000-28150	23-10131	CARL B DAVIS	PR-118202485210	\$247.50
601-0000-28152	SW10DM000115 KULOW	KANSAS PAYMENT CENTER	PR-11820248527	\$203.08
601-0000-28152	SW17DM000180	KANSAS PAYMENT CENTER	PR-11820248527	\$323.08
601-0000-28152	SW08DM000058 PEREZ JUAREZ	KANSAS PAYMENT CENTER	PR-11820248527	\$174.92
601-0000-28152	000680496001 TORRES MASIAS	OKLAHOMA CENTRALIZED SUPPORT	PR-11820248528	\$138.46
601-0000-28152	0012037437FA090532	TX CHILD SUPPORT SDU	PR-11820248529	\$138.46
601-0000-28160	Automatic Invoice From Payroll	BLUE CROSS - BLUE SHIELD	PR-11820248521	\$2,898.50
601-0000-28160	Automatic Invoice From Payroll	BLUE CROSS - BLUE SHIELD	PR-11820248521	\$682.50
601-0000-28160	Automatic Invoice From Payroll	BLUE CROSS - BLUE SHIELD	PR-11820248521	\$1,071.00
601-0000-28160	Automatic Invoice From Payroll	BLUE CROSS - BLUE SHIELD	PR-11820248521	\$1,278.00
601-0000-28160	Automatic Invoice From Payroll	BLUE CROSS - BLUE SHIELD	PR-11820248521	\$1,407.00
601-0000-28160	Automatic Invoice From Payroll	BLUE CROSS - BLUE SHIELD	PR-11820248521	\$1,416.00
601-0000-28160	Automatic Invoice From Payroll	BLUE CROSS - BLUE SHIELD	PR-11820248521	\$1,782.00
601-0000-28160	Automatic Invoice From Payroll	BLUE CROSS - BLUE SHIELD	PR-11820248521	\$2,304.00
601-0000-28160	Automatic Invoice From Payroll	BLUE CROSS - BLUE SHIELD	PR-11820248521	\$3,955.00
601-0000-28160	Automatic Invoice From Payroll	BLUE CROSS - BLUE SHIELD	PR-11820248521	\$475.00
601-0000-28160	Automatic Invoice From Payroll	BLUE CROSS - BLUE SHIELD	PR-11820248521	\$1,895.00
601-0000-28165	Automatic Invoice From Payroll	AFLAC INSURANCE COMPANY	PR-11820248523	\$1,272.53
601-0000-28165	Automatic Invoice From Payroll	AFLAC INSURANCE COMPANY	PR-11820248523	\$2,506.12
722-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$25.98

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Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
722-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-11820248525	\$111.10
722-0000-20100	Automatic Invoice From Payroll	KANSAS PUBLIC EMPLOYEES	PR-11820248522	\$193.24
Subtotal for Department 0000 :				\$257,149.11
Grand Total :				\$257,149.11

Department Totals		
Department	Dept. Description	Department Total
0000	NONDEPARTMENTAL	\$257,149.11
Grand Total:		\$257,149.11

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
Department: 0000 - NONDEPARTMENTAL				
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-12220248571	\$40.30
100-0000-20100	Automatic Invoice From Payroll	FEDERAL TAXES	PR-12220248571	\$9.43
601-0000-28111	Automatic Invoice From Payroll	FEDERAL TAXES	PR-12220248571	\$40.30
601-0000-28111	Automatic Invoice From Payroll	FEDERAL TAXES	PR-12220248571	\$9.43
601-0000-28113	Automatic Invoice From Payroll	STATE EMPLOYEE TAXES	PR-12220248572	\$13.29
Subtotal for Department 0000 :				\$112.75
Grand Total :				\$112.75

Department Totals		
Department	Dept. Description	Department Total
0000	NONDEPARTMENTAL	\$112.75
Grand Total:		\$112.75



**CITY OF LIBERAL
CITY COMMISSION MEETING
February 13, 2024
AGENDA ITEM #**

To: Mayor Jose Lara
Vice Mayor Jeff Parsons
Commissioner Ron Warren
Commissioner Janeth Vazquez
Commissioner Matt Landry

Date: February 13, 2024

From:

RE: ADJOURNMENT

Recommendation: