



City Commission Agenda  
Tuesday, November 11, 2025, 5:30 PM  
City Commission Chambers, 950 S. Grant Ave.

- Call to Order
  - Roll Call
  - Pledge of Allegiance
  - Invocation
1. AWARDS, PROCLAMATIONS, PRESENTATIONS:
    - a. Employee of the Quarter Award
  2. APPROVAL OF AGENDA
  3. MINUTES -
    - a. October 28, 2025 Regular Meeting Minutes
    - b. October 28, 2025 Special 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. October 2025 Code Enforcement Report
    - b. Lease #90.01 - Service Janitorial
    - c. 2026 Cereal Malt Beverage (CMB) Applications
  7. Ordinance No. 4641 - Zoning Amendments 2025

8. Resolution No. 2443 - Authorization of Kansas Department of Transportation Grant
9. Resolution No. 2444 - Waiver of Generally Accepted Accounting Principals
10. Airport Terminal Parking Lot Expansion
11. Contract for Sale and Purchase of North Fire Station
12. CITY STAFF
13. CITY MANAGER REPORT
14. ITEMS FROM COMMISSIONERS
15. VOUCHERS
  - a. 11/11/2025 VOUCHERS
    - ADJOURNMENT



**CITY OF LIBERAL  
CITY COMMISSION MEETING  
November 11, 2025  
AGENDA ITEM # 1.a.**

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

Date: November 11, 2025

From: Angelica Arroyo , Director of Human Resources

RE: Employee of the Quarter Award

Aaron Luman is the recipient of the third quarter award Service Excellence. The Service Excellence Award recognizes an employee who demonstrates exceptional customer service to both coworkers and the public, or who shows outstanding community engagement. This may include going above and beyond to provide timely and appropriate follow-up, delivering exceptional responsiveness, or improving customer service processes that enhance efficiency and satisfaction. It may also recognize efforts to develop programs or initiatives that strengthen community involvement.

**Recommendation:**



**CITY OF LIBERAL  
CITY COMMISSION MEETING  
November 11, 2025  
AGENDA ITEM # 3.a.**

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

Date: November 11, 2025

From: Kristyn Reust, Finance Director

RE: October 28, 2025 Regular Meeting Minutes

Attached are the October 28, 2025, Regular Meeting Minutes.

**Recommendation:**

Staff requests approval of the October 28, 2025 Regular Meeting Minutes.



THE REGULAR MEETING OF THE LIBERAL CITY COMMISSION  
October 28, 2025

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, October 28th, 2025.

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

City Staff Present: City Manager Scarlette Diseker, Assistant City Manager Brad Beer, Chief Financial Officer Brian Mannel, Finance Director Kristyn Reust, Chief Communications Director Keeley Moree, and City Attorney Lynn Koehn.

Mayor Lara called the meeting to order. Deputy City Clerk Reust read the roll call and declared a quorum present. The Pledge of Allegiance was recited, and Jason Toombs from the Ministerial Alliance gave the invocation.

1. AWARDS, PROCLAMATIONS, PRESENTATIONS. No items.

2. APPROVAL OF AGENDA.

*Commissioner Parsons moved to approve the agenda, as presented, with Commissioner Vazquez seconding the motion. The motion carried unanimously.*

3. MINUTES: - October 14, 2025 Regular Meeting Minutes

*Commissioner Warren moved to approve the October 14, 2025, Regular Meeting Minutes, with the correction of Vice Mayor Landry calling the meeting to order, with Commissioner Vazquez 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.

- Rozelle Webb with the Chamber of Commerce- I wanted to come tonight to invite you to come to a very special meeting we are having on November 18th. The Southwest Chamber of Commerce is holding a legislative dinner for our Southwestern legislators, state legislators, and a lot of people from the surrounding towns come to this meeting also, so I wanted to invite you to come. We will have the legislators speak and answer questions. If you have any questions, you can bring those questions. We will have a really nice dinner. It is especially nice since it is in Liberal, getting everyone to come down here. This event is the first of our two Southwest Kansas Chamber events that we have each year. Our next event is the night out in Topeka which is January 26th.

5. Items from Groups.

No items were presented.

6. CONSENT AGENDA

- a. Lease #5.04 Flores Ready Mix LLC
- b. Lease #12.03 Rawhide Well Service, LLC
- c. Lease #C-18.03 City Parks Department
- d. Lease #C18.08 City Street Department

- e. Lease #47.02 USC Underground Systems Construction
- f. Lease #58.01 JC Services
- g. Lease #175.02 Brungardt Pumping
- h. Lease #183.01 Merit Energy Company
- i. Lease #27.02 Don Small
- j. 2026 Cereal Malt Beverage (CMB) Applications

*Commissioner Vazquez moved to approve the consent agenda, as presented, with Commissioner Parsons seconding the motion. The motion carried unanimously.*

#### 7. Water Department Backhoe Purchase

- Assistant City Manager Brad Beer- The Water Department is seeking approval to purchase a 2026 Cat Backhoe. The one we currently use is a 2006 model. There is nothing wrong with the backhoe we are getting rid of. The old one will be handed down to the Wastewater Department, as they are in need of one. Attached are two quotes from Bobcat and Foley Equipment. This is the first Bobcat backhoe they've released, so it's essentially their prototype. Staff recommends going with Foley Equipment for an amount not to exceed \$115,000.00 to be funded from the Water Department Equipment Reserve.
  - Commissioner Warren- That was the first thing I thought when I saw the backhoe or backhoe loader. I haven't seen one, so I understand what you're thinking. It is what I would have done.
  - Assistant City Manager Beer- We really like it, but it is a new piece of machinery for them.
- Commissioner Warren moved to approve as presented, with Commissioner Parsons seconding the motion. The motion carried unanimously.*

#### 8. Salt Spreader Purchase

- Assistant City Manager Beer- The Street Department is requesting the purchase of a salt spreader from the Alamo Group for an amount not to exceed \$32,000.00. We currently have two truck-mounted salt spreaders. One existing unit is beyond repair and needs to be replaced in order for us to take care of the streets during inclement weather. Attached are the quotes that we received from the vendors. Staff recommends the approval of the purchase of the salt spreader from the Alamo Group in an amount not to exceed \$32,000.00. This will be funded from the Snow Removal Reserve Fund.
- Commissioner Warren moved to approve as presented, with Commissioner Vazquez seconding the motion. The motion carried unanimously.*

#### 9. Arkalon Road Repairs

- City Manager Diseker- On September 16, 2025, the Liberal City Commission adopted the 2026 FY Budget. Included in this budget was an estimated \$325k amount for Arkalon Road repairs. At the end of October as I have told everybody, we will close the park down and go back to seasonal hours. During this time we intend to complete the road repairs in order to have the project finished by the time we reopen in the Spring. Because we know our preferred construction group has limited availability we would like to get on their schedule as soon as possible. Obviously, we know that no matter when they complete the project, we will receive the bill in early 2026, and we will pay from that fiscal year budget. Brad, do you want to expand on that?
- Assistant City Manager Beer- Two weeks ago, we met with J&R Sand. What they want to do is mill the road and then put three inch asphalt on it. They feel like they can do it in December of this year. I think we talked about this last time, if we go out for bid, there is no telling when it is going to get done. I did tell him that there are other companies that would bid on this. He assured me that the group that is doing Sublette, they have a mutual understanding that they don't go into each others territory, and there is no way the other company would bid. So we are asking you to waive the purchasing policy to approve J&R Sand to do the project.

- Commissioner Parsons- What is the cost of the project?
  - City Manager Diseker- Not to exceed \$330k. We know it will come in at about \$323k and we budgeted \$325k.
  - Mayor Lara- What is the mileage on this?
  - Assistant City Manager Beer- Roughly about a mile and a half, going from the cattle guard when you first enter, down to the cattle guard that enters the campground.
  - Mayor Lara- And in reviewing it, this is the road in the past, I don't know who would know this, but it does have a base?
  - Assistant City Manager Beer- About five years ago, we put millings down and chip sealed it. The plan was to chip seal it for a few years to build the road. We did it the first year and never went back, so it is piece-mealed, and there are potholes. That is, why instead of repairing what is there, they want to mill the top off and get a flat surface. They are going to stack the millings at the campground for us to use and then apply the three inches of asphalt. I don't know if you have been out there, but it is pretty rough. I think it has gotten worse in the last 60 days because 60 days ago, I felt like we could patch it and they did too, until we went out there last week and they really looked and thought it would be a lot better road if we mill it.
  - Commissioner Parsons- What is the lifespan on that? I would assume at some point in time you would overlay it again, right?
  - Assistant City Manager Beer- Honestly, I would think 10-15 Years. The heaviest thing on the road will be a camper with a 5th wheel. It's not going to get semis on it or anything like that.
  - Commissioner Warren- After so many years, do you go ahead and chip seal it anyway?
  - Assistant City Manager Beer- You should after seven years. When I brought up Western Ave, it was done in 2010, and we just chip sealed it last year for the first time. We went 14 years without a chip seal.
  - Commissioner Warren- How much did you say we put in?
  - City Manager Diseker- We budgeted \$325k out of one cent sales tax fund 260.
  - Commissioner Warren- So we are \$5k short?
  - Mayor Lara- There is probably budgetary authority.
  - City Manager Diseker- There is, and it is probably going to come in at \$323k, I just raised it a little to give us some room.
  - Commissioner Warren- So we are doing not to exceed?
  - City Manager Diseker- Yes.
  - City Attorney Koehn- Make a motion waiving the purchasing policy first.
- Commissioner Warren made a motion to waive the purchasing policy for this item, with Commissioner Vazquez seconding the motion. The motion carried unanimously.*

*Commissioner Warren moved to approve the item in an amount not to exceed \$330k with funding coming from Streets Drainage and Capital Improvements Portion of the One Cent Sales Tax, with Commissioner Parsons seconding the motion. The motion carried unanimously.*

#### 10. CITY STAFF.

- Chief Communication Officer Young- While we are looking at dates on calendars, I did want to let everyone know that we did secure The Capital in order to do pancakes in Topeka on Kansas Day. That will be a very exciting day and a busy day at The Capital, so it was nice to get that spot. So just a few days after that event in Topeka for the chamber, we will be up there again to do pancakes.
- Commissioner Vazquez- What day?
- Chief Communication Officer Young- January 29th.
- Director Reust- An update on solar credits. With the help of Marty with Hay Rice, we have been able to submit our pre-registration application to the IRS. They have accepted our application, and it is under

review. Accepting the application does not mean it has been approved, but it does mean we have met all of their requirements for them to accept that application. Very excited to see progress there.

#### 11. CITY MANAGER REPORT

• City Manager Diseker- Mayor and Commissioners, I have four items today:

1) I want to start by providing some promising numbers from the Airport:

- YTD enplanements are 19% higher than September of last year. We will most likely fall just short of the 10,000 annual enplanements required to qualify for the additional \$1MM in federal funding but will strive to hit this mark next year. There is a small possibility, however, that the holiday media campaign could push us over the threshold, so we will see as we get into November and December.
- Aircrafts departing Liberal were 27% full in September, which is 1% higher than this point last year.
- Close to 60% of all Liberal roundtrip fares were lower than fares offered by American Airlines in Garden City and United in two Wichita airports.
- SkyWest in Liberal reported zero flight cancellations in September, which was a major issue last year. 75% of all arrivals were on time or within 14 minutes of the schedule.
- All of this data is reported by our consultants, ArkStar.

2) Congratulations to Kristyn who heard last week that the City was approved for seven spots with the 2026 Kansas Leadership Center. They told us that the selection process was very competitive this year, and we were excited to be chosen. Also thank you to Kristyn for her work on the solar credit project.

3) We are very excited to be finished with the Light Park Fitness Court Project as of last Wednesday. This was funded from the 1% Sales Tax and provides quality, outdoor weight lifting equipment to the public free of charge. Every time I drive by, as long as it hasn't been raining, I have seen people using the equipment, and although you will always have people who may not like certain projects, the feedback overall has been positive, including other municipal governments reaching out and asking us vendors, pricing, etc.

4) Finally, I am happy to report that we are nearing the finalization of the North Fire Station agreement with the County. That should be on the next agenda.

#### 12. ITEMS FROM COMMISSIONERS

Commissioner Parsons- I have been out of touch the last week or so. Thanks to the staff for all that you do and continue to do. Things are going to get hectic now that the weather is changing for real. So, there will be a lot going on in parks and streets so thanks in advance for all the things you are going to do. I think the fitness court is awesome. I did get to drive by and see it yesterday. Thanks to all the guys that helped put that up. Thanks to Angelica for all the good work you have done for us. You are leaving us in great shape. Shout out to Eli Svaty, and all the good work he has been doing lately. Some of that is just now becoming reality, but there is a lot more behind the scenes. Very exciting times in economic development, so thank you to him and all his hard work.

Commissioner Warren- Thank you staff for everything they do. The weather is changing. I like it when it's not real hot but not real cold either. We appreciate everything in the parks and everything being kept up. Everything looks really nice. Parks probably need a break. They have probably had to work longer this year. I just finally turned my sprinkler off. Thank you to all departments for everything they do. I feel the boat is moving in the right direction and I appreciate that.

Commissioner Vazquez- Thank you to all organizations and churches who put together the trunk or treat events. I attended the recreation trunk or treat last night, and we saw a lot of children and a lot of excited adults as well. I think they had some senior homes that came by, so I thought that was pretty exciting. A lot of hard work goes into it, so I just want to thank everyone. The Police Department had their haunted trail this past weekend, I heard a lot of good compliments as well. A lot of children will be out Friday for Halloween, just make sure to slow down because some areas are darker. Parents can be in a hurry but just keep children's safety in mind. I am excited about the Kansas Leadership Center. I actually went through the KLC myself. They don't just teach you leadership, but they teach you problem solving skills and put you in tough situations. Maybe now that you have done these grants, we can have them come out here. They used to come out here and give training in English and Spanish, but I know the grant money is available. I know a lot of people can benefit, but not everyone has the luxury to be able to travel back and forth to Wichita. I am excited for the monthly work sessions and the progress we are going to make with monthly sessions. The fitness court, I have heard nothing but compliments as well, so thank you to the staff for their hard work on it. The only other thing I have had concerned citizens calling and asking about food banks now that SNAP benefits have been put to a hold this coming month. I have families that are worried about the holidays and having money. I know the coalition puts something together, but maybe we can get a guide that we could push out. I just know it is a major concern in our community, especially with elderly and single moms in our community. Other than that, just thank you to all staff for all their hard work.

Mayor Lara- This was a short meeting. Thank you to the staff for everything that gets done. I have been out and enjoyed some vacation, but there is never a time or concern that things aren't being done. The City is always moving forward. Huge shout out to Eli. We finally get to bring to the public some of the different projects he has been working on and there are many more that hopefully within the next few months we will be able to shed a little bit of light on. Coming out of the work session today, it is exciting to see all the work that is going on in the community, the amount of work being done by the staff and the direction that everything is going. We still continue to go in a positive direction. Definitely looking forward to the work sessions so we can hash out more details on the direction we want to go. I'm sure we will be having more town halls to get more input from the public. Maybe it is the weather, but we didn't draw a crowd today. That either means we are doing a great job, or maybe they are focusing on someone else, too. It is great to see that we have plenty of people starting to engage regardless of the reason. Just to mention, all the items bought today have already been budgeted, and most of it is coming from a reserve that hasn't been touched for years. We will continue to do our best to be fiscally responsible with the tax payers' dollar. The City does a great job, especially with all the staff we have now in our finance department. All our department heads have plenty of experience, and with your leadership and guidance, I think we have a great team moving forward.

13. VOUCHERS:  
\$1,844,941.86.

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

Mayor Lara adjourned the meeting.

---

Jose Lara, Mayor

ATTEST:

---

Kristyn Reust, Deputy City Clerk

DRAFT



**CITY OF LIBERAL  
CITY COMMISSION MEETING  
November 11, 2025  
AGENDA ITEM # 3.b.**

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

Date: November 11, 2025

From: Kristyn Reust, Finance Director

RE: October 28, 2025 Special Meeting Minutes

Attached are the October 28, 2025 Special Meeting Minutes.

**Recommendation:**

Staff requests approval of the October 28, 2025 Special Meeting Minutes.

LIBERAL CITY COMMISSION SPECIAL MEETING  
October 28, 2025

A work session of the Liberal City Commission was held at 4:00 p.m. at Commission Chambers, located at 950 S. Grant, on Tuesday, October 28th, 2025.

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

Mayor Lara called the meeting to order at 4:00 p.m.

2. Ruddell Group.

- City Manager Diseker- The Ruddell Group is a privately held real estate investment group headquartered in Birmingham, Alabama. They acquire and develop industrial properties that are strategically positioned for increased value and ripe for transformation. They create site plans to maximize use and construct initial buildings. Land is conveyed to Ruddell Group on a zero-cost basis. The ultimate goal would be to create jobs, diversify the community's economic landscape, and increase the tax base.  
We will have representatives from the company visiting us in person in order to take questions from the Commission, provide further clarity on the mission of the company, and how this could potentially benefit the City of Liberal. We are very happy to have you here in person. Thank you again for the last-minute request.
- Ruddell Group Dean Taitz- I appreciate you taking the time to listen to us. Scarlett did a great job describing it, but I've prepared something with a little more detail we can go through, or we can take this as a question and answer, up to you guys. I have two projects right now, one in North Carolina, and one in South Carolina. We have developed 1.5 million square feet across the country, and we have been really focused on public/private partnerships for just under two years. Any questions?
- Assistant City Manager Beer- So, you have one in North Carolina, and one in South Carolina, why Liberal?
- Taitz- I use a company out of Birmingham, called Retail Specialists and Retail Strategies. I am very close with Steven, who is your rep here, and he has told me how great Liberal is. We have done a lot of pitches with them. One thing I look for, is communities that have large employers that could really benefit from having suppliers closer. Steven and I identified National Beef as a big incubator. We usually identify a large employer as having two thousand jobs, and from my understanding, they have about three thousand five hundred. That is a key thing we look for. We also like to be out of urban areas. The reasoning for that, is when you get closer to urban areas, you get developers that build bombers, which is building with two hundred and fifty square feet or more. The problem with those, is they are built on a spec basis, and they get economies of scale. With this proposal, we are able to compete even in urban areas because of how we structure. We don't have any bases in the land, the infrastructure is already there, and we are able to compete. That is how I found out about Liberal, and through more research, it has been good. I have Richard here with me too, he heads all construction. So, if you have any construction related questions on what we do, he is here, and has a wealth of knowledge.
- Mayor Lara- When did your partnership begin? You said you have been doing this for about two years.
- Taitz- I have been doing this focused work for just under two years. Richard has been doing it for 55 years.
- Commissioner Parsons- Have you visited with National?
- Taitz- Tomorrow, at ten o'clock. It was supposed to be this morning, but they needed to move.



- City Manager Diseker- Can you remind us of the timeframe we would have if we were to work with you guys on getting those spaces leased?
- Taitz- From the time we have the permits, we have eighteen months to construct the building. Once we get the TCO, Temporary Certificate of Occupancy, you guys will have two years to fill it. If it doesn't fill in two years, there are two options: You can buy the building back at a pre-negotiated price, or lease it for ten years for the advertised rate, and sublease it to whomever.
- Mayor Lara- Now, that was just for the first building?
- Taitz- Yes, just the first building. The second building, we will build spec, and take it from there. We still need your help in filling it, but we use the first building to build momentum.
- City Manager Diseker- Do you have a success rate of lessees in your current contracts?
- Taitz- We have a 45 thousand square foot building going up right now, and we have a lot of inquiries already without it being done. Steele is on the ground, and we are working on concrete now.
- Mayor Lara- On all your projects, do you have a signed lessee for both projects?
- Taitz- Not yet. On the 45 thousand square foot building, there are a ton of people vying for it, but it takes a bit of time. Some say if they don't receive the 45 thousand square foot, then they want to build a 30 thousand square foot on the site near it. We just have to work through it with them. Liberal is a little different in that we aren't competing with a major city, but I still feel with the strong supplier base National Beef demands, there will be some opportunity.
- Mayor Lara- Would it be difficult if we were able to find, let's say, a few other companies that were coming this direction, to build more than one at a time?
- Taitz- We can do however many will fit on the site, but we will only do one spec building at a time.
- Mayor Lara- Did we get any estimates on infrastructure for this site?
- Assistant City Manager Beer- Yes, water and sewer were between, and I'm going to ballpark this, \$40k-\$60k to bring it up. Obviously dependent on how back you go, but bringing it from Tucker to the site, for both. It wasn't as bad as I thought it was going to be.
- Mayor Lara- Yes, it is a little different than when we were looking at the other site
- Commissioner Parsons- Is the water and sewer the same? Both of them \$40k-\$60k?
- Assistant City Manager Beer- Yes, both of them.
- City Manager Diseker- It was about a year ago when we did those estimates. I think it was about November of last year.
- Mayor Lara- This will just be a line we are running, correct? No lift station or anything?
- Taitz- How long is the line? Six, eight, or twelve inches? We have to be cognizant if we are doing an ESFR sprinkler system, which a lot of people need. You need an eight-inch main as a minimum.
- Assistant City Manager Beer- We have a sixteen inch that loops
- Taitz- Great. So, if you can take eight inches off the sixteen, we can get the sprinkler system we need. Is there natural gas near the site?
- Assistant City Manager Beer- There should be, because of other companies around there.
- Taitz- Do you know what power is available on the site?
- Assistant City Manager Beer- That would be Southern Pioneer, but there is power right there.
- Discussion was held.
- Taitz- I did a mock up here where it is coming through the subdivision just north of it, but we can be open to it. In the mock up I did, it didn't show me on any of the land usage that there is that big tower there, so just know that I know about that. I only saw that when I came here, so I'm glad that I came. A big cell tower.
- Mayor Lara- That tower isn't on City of Liberal land, but it is right next to it.
- Taitz- Good, then my rendering works.
- Mayor Lara- How many acres does your rendering need?
- Taitz- A minimum of twenty, and I believe this one is twenty-nine.
- Discussion was held.

- Taitz- This is a little about us, privately held based in Birmingham. We want to acquire and develop industrial properties that are in areas ripe for transformation, rising tide communities. Current portfolio is 1.6 million, with \$750k in pre-con. Our mission is to find assets with unrealized upside, develop them to their full potential, while providing excellent service to the tenants, shareholders, and community members. A little about the team, I founded Ruddell seven years ago, and we started as just an investment shop. I started with a small building in downtown Birmingham, and quickly transformed into focusing on industrial.
- Taitz- The good thing about Ruddell, is that we are also vertically integrated. We are part one of nine companies under the GDW Group. GDW's groups largest holding is Auto Car. All the terminal tractors at National Beef are Auto Car. We are a class A vocation specific truck manufacturer, and we handle the real estate aspect of it. When we approach public/private partnerships, these four bolded phrases are really what we focus on: Job Creation, Diversification, Increased Tax Base, and Speed to Market. With job creation, you need a spot for these jobs to land. Diversification, because of how we build with one spec building at a time, we do not get to a fad. The major industries we cater to are advanced manufacturing and assembly, and distribution and service-oriented businesses. Cold storage does fit into that distribution, and that is what we are talking about with National. Increased tax base...it is great when communities own land, but you can't charge taxes to yourself, so immediately when the land is conveyed, we start paying property tax and setting it up for sales tax. With speed to market, speed wins. Having available product, you are able to get people in there quicker. I'm doing this all around the country, and the more and more I talk to people, I have had communities say that no one is looking for sites anymore. They are looking for buildings to move into, and they are getting less and less picky. Let's say we decided to do 20k square feet for the first building. Someone looking for 30k square feet might be willing to compromise, because it is ready and available. We ran a study on economic impact, and we have economic measures. For every 10k square feet of warehouse space, on average, is about ten jobs. Those ten employees create an average of \$650k in additional labor income, so that is \$65k a job. The household spend of those ten employees, that includes if they have a spouse working, is approximately \$470k. Every 10k square feet total output is 1.5 million, supporting an additional ten jobs included in that 1.5 million. That came from Jennifer Green, the lead economist in the state of Alabama. She works at Jacksonville State University. I'll bring up the rendering, but this is what the economic impact could look like in Liberal, based on the size. We think we can fit anywhere from 220k-270k square feet. This is just a little on how to get to the MOU. We have talked a lot about this, and have most of it done. Scarlett also knows about this, but our typical deals, the minimum is twenty acres. We want to build 200k square feet, with the smallest building being 20k square feet. The reason why we want 20k square feet to be the smallest building, is because at 20k square feet, that is a small to medium size company that has the financial ability to sign a ten-year lease, which allows us to build spec. You'll see a site plan to maximize the square footage we can fit on there, but we are flexible. If there is something a tenant needs that is not there, we will make it work. At the end of the day, we want the buildings to be full. Sometimes, we may need additional help from you guys. Kansas DOT, for example, if we need help with a turn lane, or things like that. How we see the partnership working, is that you guys do all that work, and know how to do that way quicker, and better than us. Then, when it comes time to pay, we pay for it. We need that work to be able to move fast. Last, but not least, land is to be conveyed to Ruddell on a zero-cost basis. The reason for that, is we want the most competitive brand possible. Trying to incentivize people to come here. You guys handle the marketing, and then we have claw back after two years if not leased within two years. This is the layout we came out with. I know there are varying sizes, we like the diversification. We don't fully know the layout until we start getting surveys. I don't know if we need all that space for water retention, I am just using what we have historically done in the past. Like I said, this is entirely flexible. If we get a tenant that needs a space that is not here, we are willing to cater for that. I know we are talking to National about a potential 100k square feet, and that could be done here very easily. This is what a building looks

like from a specs point of view. They are all pre-engineered, metal buildings. We pour a six-inch slab, and I do a dock door every 10k square feet. So, a 40k square foot building, would have two drive-in doors, and four docks. LED lighting, I'll install the riser to the building. I won't necessarily do the sprinkler, but it is pretty easy to do with the riser there. This is what phase one would look like if we were to do it on a tiered spec basis, we build a 20k first. Phase two, we build a 45k, and another 45k. Then phase three, the rest of the park, which would be two 20k's, and an 80k.

- Assistant City Manager Beer- I need to correct something, the prices I gave earlier were for the east industrial park. I have never seen this one before. This is right across from the waste water plant, so we have a sixteen-inch loop there and then the waste water plant across the street for utilities.
- Discussion was held.
- Taitz- The old site, I was told, would be a no go because of how expensive it is to get the utilities to it.
- Assistant City Manager Beer- There is no road there.
- Commissioner Parsons- There is not a road, we would have to bring the road in quite a ways to make the industrial park work. This is easier.
- Commissioner Warren- So, the sixteen inch is on the west side of the bypass? So, it is right on the property almost. The sewer line is across the road.
- Assistant City Manager Beer- It's actually on this side, but you can tie in and go across
- Mayor Lara- This is still better to start with, then we can look at the others.
- Taitz- Here is a timeline if we were to execute the MOU today, so you can see what the timeline would look like. That's it, I really appreciate everyone, if there are any questions, please contact me. During development we are an open book, so Eli or Scarlett can call and say, "Hey Dean, are we on budget, how much have we spent thus far," and we share everything.
- Mayor Lara- I do have one question, let's say we land National Beef cold storage, does that count as our first building?
- Taitz- It Does.
- Mayor Lara- Any other questions? Any from staff? Thank you.
- Taitz- Thank you so much.
- Mayor Lara- Before we go to the next item, since this is a special meeting, what is your comfortability with the MOU?
- City Manager Diseker- I don't know that Lynn gave me a final determination, so I would like to get back with him.
- Mayor Lara- So, put it on the next meeting?
- City Manager Diseker- Yes, we can. I do love it when they come in person, we can place them, we can have conversations. I feel a lot better about it now than when we first started talking about it.
- Discussion was held.
- Commissioner Parsons- Have we checked references on things they have done?
- City Manager Diseker- I have not yet, but we can do that, and we will see them again tomorrow.
- Commissioner Parsons- I would like to do that.
- Mayor Lara- That is why we use Watkins public strategies. We can also talk to other cities.
- City Manager Diseker- I have no problem with that. That would actually make me feel more comfortable.
- Mayor Lara- Moving on to Item #2

## 2. Swimming Pool.

- City Manager Diseker- We have several items to discuss on the swimming pool. Matt, you have handouts, and these are updated slightly from what was in the packet, correct?

- Director Quint- Yes.
- City Manager Diseker- So, he is going to give the current status, and then a couple of different options. Also, in the packet, I put current year financials so you can see pretty clearly how it performs. Expenses versus revenues.
- Director Quint- I have been working with Waters Edge. We had them do the evaluation of Adventure Bay water park. They have been out twice, once when the water park was open, and then about a month ago he did a walk through with staff to look at the paint, and do a complete investigation on current conditions. I believe I gave you guys a first draft when we did our budget meeting. So, you have seen some of the budget and costs he was estimating just for repairs. I believe it was \$1.7 million that was thrown out. In his investigation, he had to add on a bit more for some of the repairs to the office and restroom building. Cracks have gotten really bad, and a lot of the numbers that he has given back are high end, so do know that. He is still working on the full report. You guys will be getting that soon. He kind of had to rush this back in to make this meeting, but he will have a full evaluation of the water park, we did pay for that. The current numbers in front of you, I'll go over. Repairs, this is going over every one, fixing the pumps, upgrading the sub pump system, adding a two-inch line to the pump house because it has flooded a couple times, adding and repairing some piping, electrical upgrades. There are some issues in the back. We have had the electrician out multiple times. A lot of the breakers are currently outdated, and they don't make them anymore. So, that will be an issue coming down in the future. There are voids in the areas in the pools where the concrete has gotten soft. Repairs would include replacing the broken line at the baby pool, fixing some of the spray features so they spray better, and evaluating the concrete and replacing those. All in all, he came back with two million dollars, then you have admin mobilization, comes to \$2.7 million just for repairs. That is option 2. Move to the second page, this is renovation and repairs, and there is a map to go with this one. This will be fixing all the repairs needed, along with option two. This is our current water park, something he threw together so we could discuss it in the future. If we don't want to move the water park, then this would turn the baby pool into a lazy river. It would also take away two of the slides, red and yellow, and turn that into a concession area and an area for more shade structure for the parents. You can also see more of the features, more shade structures added on to the facility. Just North there of the ship pool, that is a little splash pad for little kids. Then off to the West by the existing bath house, we would have a low rider surfing machine. With all of that, it came up to \$4.5 million. That is renovating the old waterpark, updating it, and getting it up to current status. That is option three. Option four would be to tear down, and build a brand-new facility. This would be state of the art. We also have a site map that could be a possibility. Working with Brian, these are just options, everything is still open. We can add, subtract, and we can move. Nothing is in stone. All in all, state of the art with everything added, new facility, we are looking at \$9.3 million. That is his estimated price. I know it was talked about on the site map, not using the current conditions, but building three pools in the same location. This one would just be moved toward the basketball court up North by Walgreens. This pool would also still have a lazy river, lap pool, fly time slides, also your flo rider, zero entry for little kids, and a larger splash pad facility. So that would be building a new water park.
- Assistant City Manager Beer- Also, look at what it does not include, at the bottom in that box.
- Director Quint- Yes, it does not include utilities, parking, parking lot, or contractors. So, all of that FFE would be additional.
- Commissioner Parsons- What is FFE?
- City Manager Diseker- Furniture, Fixtures, and equipment.
- Assistant City Manager Beer- Which, I don't know if you could put a number on that. I guess it just depends on what you want as far as fixtures.
- Director Quint- Multiple options there. If you go back to option one, it is utilizing the current budgetary.

- City Manager Diseker- Yes, we have \$480k budgeted in 2026 out of Rec Improvements One Cent Sales Tax that has already been approved.
- Director Quint- So, in doing that, it would just get us through the season, give us more time that way we can sit down with Brian and Waters Edge, and we aren't locked into something. We can still shop around, and work with other companies. Waters Edge did build Laguna Beach in Dodge, and Parrot Cove in Garden. Also, multiple in the Kansas City/Wichita area. We feel very comfortable with them, but that doesn't lock us into something where we can't be out there shopping to get multiple designs or multiple companies to come in. With option one, that would get us to fix some of the repairs, concrete, tripping hazards we have, water line going to the baby pool, some of the spray features, repair those and the ship. Again, that is temporary to buy us more time to get a feel for what we want, and what the community wants. They want a lazy river; I can tell you that right now. I hear it all the time. So that is number one, the lazy river has to be in it, whatever it is, whether that's repurposing the old water park, or building it new.
- Mayor Lara- Have we done anything yet to search for the voids underneath?
- Assistant City Manager Beer- No, that is why we needed this to know if we are going to move forward with opening the first season, or scrapping it. I don't want to go in there and break it up if we don't know what we are going to do.
- Discussion was held.
- Mayor Lara- Now, will they find anything? Who knows, either way, the other option to find those voids is to break where we think one is. So, we dig up the concrete to see what's there.
- Commissioner Parsons- Sounds to me that the eight thousand might not be bad money.
- Assistant City Manager Beer- We might find a piece of pipe too, because we think water is going somewhere, we just don't know where it is going.
- Mayor Lara- That water could have created a ten inch hole, or a ten foot hole, but my concern still is just looking at the edge on the North East side. The two-inch separation, that is a lot of movement for concrete, and really makes me uncomfortable. My thoughts are, if we don't find major voids there, I'm kind of thinking the idea of repurposing that park isn't a terrible idea.
- Commissioner Parsons- That is exactly what I was thinking. If we want to do expansion, change it up somewhat, leaving it on the same footprint to me, makes way more sense. If it says it's nine million to move to a new location, it's not nine million, it's twelve million. With this, you have your parking already there. If we are going to do anything, I would like to see us explore something that is on the same footprint that we have now. It just makes sense, even if you have to close it for a year to do your construction.
- City Manager Diseker- I think for a lazy river and a surf machine, people would be okay with closing for a year.
- Director Quint- If they get their lazy river. Now the surf machine, that is something I want. Nobody has that. Goddard does, but they open it for thirty minutes and then they close it. If we are doing tourism, and wanting to bring people to town, you're going to have a big draw from a lot of the surrounding areas. What kid doesn't want to surf in Kansas.
- Mayor Lara- During the summer, is our pool competition size?
- Director Quint- Yes, we host a meet for the Piranhas, and shut down a half day.
- Assistant City Manager Beer- I just find some of these numbers hard to believe. The roof on the mechanical building for \$350k, I think you could tear it down and build a new building for that.
- Director Quint- Those are high numbers.
- Assistant City Manager Beer- Those are astronomically high though.
- Director Quint- If you have seen that location, the pump house has to be addressed. Bringing it up to ground level and redoing the whole building, for what did he say, \$650k.
- Assistant City Manager Beer- For \$575k you could do a lot more.
- Mayor Lara- We did the entire police department, which of course it is a different type of roof, but still.



- Assistant City Manager Beer- This won't be housing records or anything, it is a metal roof and the bathrooms are cinderblock.
- Director Quint- I do want to add a splash pad towards the Liberal sign. We have a little bit of space behind the Liberal sign, and in between the workout equipment. I think that would be good. That way, we can open that when the water park does close about August, and more people are able to use it. Having a splash pad at Light Park would be huge.
- City Manager Diseker- What did you say the roof was for PD?
- Mayor Lara- Anywhere from \$200k-\$250k.
- City Manager Diseker- Okay \$271,452. I wanted to make sure I had the right one.
- Assistant City Manager Beer- But, this is three times the size of that.
- City Manager Diseker- Right, so this does seem high.
- Mayor Lara- It's good that it shows us the worst case scenario.
- Commissioner Parsons- So, if we were to do something like this, have we looked at the finances of it?
- City Manager Diseker- I think we could cash flow a little bit of it, and possibly bond. I feel that our debts are a little high right now, and they make me slightly uncomfortable.
- Mayor Lara- So would we close it next year to get ready for this? Or can we do the 480k this coming year and then maybe allocate a larger amount from 1 cent sales tax in 2027?
- City Manager Diseker- The sales tax hasn't changed too much in the frequency of what we are seeing come in. I haven't seen anything that concerns or scares me. If we continue to have retail expansion, those numbers will increase over time, but we have pretty solid numbers month over month and year over year.
- Commissioner Vazquez- I feel like whatever we do, we don't need to rush it, we need to do it right. If that means shut it down, shut it down.
- Assistant City Manager Beer- So would you not take the \$400k to open it, and just shut it down, and put that toward the next year?
- City Manager Diseker- That is what I would like.
- Mayor Lara- So, put a half a million towards that. Depending on when we get an actual estimate, we could probably cash flow the entire project in 2027.
- City Manager Diseker- I feel that would be possible. Again, our numbers that we are receipting are very strong and we have been frugal with that fund 260. We have spent some, but we are sitting on almost nine million right now with only about three million, I feel, that we are going to need to transfer. I feel like that is what it is for. I would feel good about that, and I think the public would probably respond favorably.
- Commissioner Parsons- I think as long as we have a plan, and we don't just say, okay, we're not going to open next year. We can say we are looking forward to doing this in the interim.
- Director Quint- Having guidance from you guys, if option three is where everyone is leaning more, we can get with Brian with Waters Edge and say this is where we feel more comfortable. I think they could really get the ball rolling with getting all our reports in, and then they can start honing in on timelines.
- Discussion was held.
- City Manager Diseker- When I visit with people in the community, the overwhelming response is they would rather not spend \$450k on a temporary band aid. They would rather us make strategic decisions for the future, and have the lazy river. That is what we all hear constantly. Also, that option three, just two slides. When I am there, I don't see everyone going down four at the same time, so that should be good.
- Discussion was held.
- Commissioner Warren- Are the two slides here the existing slides?
- Director Quint- Yes, those stay.
- City Manager Diseker- So, you would repurpose those.

- Director Quint- Yes, the blue and green South ones. The yellow one is our biggest attraction, but safety wise, it is a big concern.
- Commissioner Warren- So the ship, competition pool, family pool, they all stay the same and just get refurbished? Then your wave machine, another splash pad, and more seating area will be where the other two slides are on the North Side?
- Director Quint- Yes, that is correct.
- Commissioner Parsons- I really like your idea of doing a splash pad outside the fence in Light Park somewhere. Close by, of course, because you would want that water.
- City Manager Diseker- We still have some other unutilized space on the north side of the enclosed water park, yes?
- Commissioner Parsons- We could put access from that water park to that splash pad while you're open, and close it when you're closed.
- Assistant City Manager Beer- How would you control it during the day? I'm thinking you would almost have to fence it. Then when the water park is closed, it's a separate fence that opens it up to the park.
- Director Quint- That is what Garden City does. They fenced around it. It's a double gate, and during work hours it's open.
- Commissioner Parsons- When the water park is open, you close the outside gate, then close and open afterwards.
- Director Quint- In that system, you could recirculate if you want or use fresh water. It's tied in, already testing the water every two hours anyways.
- Assistant Manager Beer- Now, the only bad side of that, is when the pool closes and you keep the water park, you still have to test the water. So, it would almost be better to have it on a separate system. You would open the splash pad before the pool, and keep it open longer than the pool, because you don't have to have lifeguards. You wouldn't have to test it if you are circulating the water.
- Mayor Lara- Does the redesign impact capacity very much?
- Director Quint- It looks like there are more shade structures. The flo rider will take out all the chairs on the west side, so it would take some of it out I would assume.
- City Manager Diseker- What is the timeframe it would take? Has anyone said?
- Director Quint- They have not. It kind of depends on what you go with, and if they come to a consensus. Then I could get that to him and get the ball rolling.
- Commissioner Warren- Does the water dump stay there? In the family pool.
- Director Quint- It looks to me like it is moved, but the new one would be moved to a zero gravity bucket. So, a big bucket that will drop. Right now, they are using air pressure.
- Commissioner Warren- I was just looking at that, and just North of that if you moved that fence out a little bit, you could regain some of that seating area back that you had on the West side.
- Director Quint- Yes. There is currently a flower bed out there that is just a waste of space and it's got to be removed, but looking forward there is a lot of room right there.
- Commissioner Parsons- Another thing we haven't talked about, and I don't know where this fits in with this at all, but the discussions with the college. The school system, I talked with Brad Carr today, and they are pushing forward with their project for a competition pool somewhere. I told him we are having to talk, but I think we are still leaning toward doing something with a star bond.
- Commissioner Vazquez- So, they are wanting to use our pool?
- Commissioner Parsons- No, the school is going to build their own. They have money that has been generated with the half cent sales tax.
- City Manager Diseker- This has been going on for two years plus, that they have brought us into the conversation wanting us to be involved, but I do not want to take the lead on that. We already have a pool that we are trying to address.

- Commissioner Parsons- They have money put away. One, because we are giving them the half a cent, \$2.5 million a year to supposedly pay the bond. Well, the bond rate has gone down, plus, the state is kicking in an extra thirty percent they weren't planning on.
- Commissioner Warren- The original agreement, was that half cent was supposed to be going into debt, and when it was paid off it was supposed to end. In reality, don't we still have the authority on if they receive that half cent? Our agreement is until the deal is paid, but does it say anything that they can use it however they want to use it?
- City Manager Diseker- No, it specifically says for debt repayment. I have the document, and they refinanced those bonds years ago.
- Commissioner Warren- So really, they should be asking to have a conversation with us about whether we are okay with that, right. They don't have the half cent sales tax authority.
- City Manager Diseker- Right, it comes to us, and we have to distribute it to them.
- Mayor Lara- Brad and I spent a year talking about, well, do we just force the payment for them? Make their payments out of the full \$2.5 million?
- Commissioner Warren- That was the original intention. I know, because I was there when we did it.
- Commissioner Parsons- Circumstances have changed though, because the state has said instead of fifty percent, we are going to pay eighty percent. Plus, they have refinanced that bond at some point, and gotten a lower rate.
- Mayor Lara- There have been a few administrators since that deal was made.
- Commissioner Warren- So, maybe more of the discussion should be is that a USD 480 facility only, or is it open to the public?
- Mayor Lara- The original plan was they build it and own it, the college staffs it year round and manages it like the pool they currently manage, then we would kick in some sales tax money.
- Commissioner Warren- We are already kicking in, and the public is already paying for it. I guess that's what we need to remind them, that it needs to have some public access, or we need to probably have a visit about how they are spending their half cent sales tax, because that wasn't the original plan. I can see how that happens, because you don't have anyone there now that was there when it happened.
- Mayor Lara- The sales tax made their payment, but the sales tax has grown in the last ten years quite a bit, and their payment has dropped. So, they have left that the same with extra money.
- Commissioner Parsons- Their fund, from what I understand, is pretty large.
- Commissioner Warren- Well, and I don't know that I wouldn't be alright with it. With the understanding that they remember it is the public that is paying for it. It doesn't have to be a City pool, but it belongs to the public, and it should be open to the public.
- Mayor Lara- Which is why we would want to do an MOU. Has the college said anything as far as you know about staffing it?
- Chief Communication Officer Young- As far as I know, it is going to depend on the location of it and probably the usage that would be allowed. We understand, the college, from that perspective, that there is no way the City can staff it, because they have all student employees.
- Commissioner Parsons- I think the way they have put that into their, for lack of a better word, building fund, those building funds are very restrictive in how they can use those, and they have sort of tied their hands. It has to be district owned, it has to be done for certain purposes for certain ways, and that is something we should probably find out.
- City Manager Diseker- They have a special term, it has to have educational value. Sometimes they get caught up in the swimming pool not having that, so there are some people that think they can't spend it on that, but it is a sport that their board approved. I try to not get overly involved with that, because I am trying to fix our problems, but there is a twenty-five-year expiration date on that ordinance for the half cent sales tax.
- Commissioner Warren- How long has it been?
- City Manager Diseker- January 2014 is when it was signed.



- Commissioner Parsons- You know, when they first started out and built those schools, Mark held onto the money for a while, to pay for the streets and things in there. So, there is a little bit of a precedent there.
- City Manager Diseker- We did that once early on in my time, to get payback for Eisenhower and some areas like that, because those were school construction related.
- Assistant City Manager Beer- Question on water park, would we entertain building a splash pad now, and that way that would be open while they do the pool? We just would have to put it where it wouldn't interfere with construction, but then you would have a facility North, East, and West. I know Waters Edge does splash pads, maybe they could get something built before.
- City Manager Diseker- We do have \$480k in next year's budget, and we know how much splash pads cost. This one will probably be bigger than anything we have done
- Assistant City Manager Beer- So, if we take that, and apply it towards the splash pad, and put it North of the pool, then you do have a water feature that is open. Have a phase one and phase two.
- Commissioner Vazquez- I feel like if we get the information out there as soon as possible, they are already going to anticipate. So by the time Summer comes around, they will have a lot of education.
- City Manager Diseker- Back on the money conversation, I think we will roll five million in that fund at least or more to the new year and then we will receipt specifically in that fund another three million. So, there is going to be a good chunk in there, and we have appropriated some of that for the next year, but I still feel comfortable that we would have a fair amount if we wanted to cash flow a lot of the project.
- Commissioner Parsons- Well, it's an awfully good advertisement for the need for renewing the One Cent Sales Tax.
- Mayor Lara- The lazy river has been a major point, and it has been on the half cent sales tax plan for two generations. So, from what we discussed, we begin work on a splashpad plan now, North of the water park. Are you all alright with trying to find something with sonar? Or do you want to start digging?
- Commissioner Parsons- If it works, its money well spent. If it doesn't work, it's not like it hurts anything.
- Assistant City Manager Beer- I would like the peace of mind that we don't have a potential sink hole.
- Discussion was held.
- Assistant City Manager Beer- I think we go to Waters Edge and ask for a design for the biggest, least expensive splash pad they can get. They are already getting the project.
- Chief Communication Officer Young- I think our big communication piece is going to be good images early on as we start talking about this.
- Commissioner Vazquez- I think if we were to do a town hall celebrating part of it is closing, but this is what we are doing.
- Mayor Lara- Earl brought that up, doing a town hall before the end of the year, and asking the public what features they want.
- City Manager Diseker- We might want to do that in November then, because December gets pretty wild.
- Commissioner Warren walked out- 5:09 pm
- Chief Communication Officer Young- I think it would help if we could get someone from Waters Edge to help facilitate some of those discussions. Sometimes, bringing in that third party is helpful.
- City Manager Diseker- Does that give you direction?
- Director Quint- That helps me. I'll get with Brian, and get started on the other end.
- Mayor Lara - That gets us to item # 3, work sessions.

### 3. Work sessions

- Mayor Lara- I would like to start scheduling a work session at least once a month, so that when we have these things come up we already have time scheduled.
- Commissioner Warren walked back in 5:10pm.
- Commissioner Vazquez- Before meetings? I think that works better for everyone.
- Mayor Lara- Ron, you missed that. We want to add a work session once a month.
- Commissioner Warren- Are they where, in case of emergency, I can call in by phone? I know I will have a lot of traveling coming up. I just need to know if they are at three or four o'clock.
- Mayor Lara- The only issue I have with having them on the same day, is not having any extra time to add it to a meeting. If the Ruddell group comes in with an MOU, I'd like to be able to add it to an agenda at the next meeting if we had the work sessions in between.
- Commissioner Parsons- If we are going to do this on a regular basis, the only problem I have is whenever I travel somewhere, I go on the off weeks so I don't miss a commission meeting.
- Commissioner Vazquez- Before the meeting works best for me, and four seems like plenty of time.
- Mayor Lara- So, do we want these before the first, or second meeting of the month?
- Commissioner Parsons- Holidays are normally the end of the month, so maybe the first meeting would be best.
- Mayor Lara- Okay, four o'clock on the first meeting of the month.
- Commissioner Warren- Starting the next meeting then?
- Mayor Lara- I would be okay with that. November 11th will be the first one.
- Commissioner Parsons- Works for me. So, the first one will be November 11th at four o'clock.
- Mayor Lara- Okay, we have a consensus on that.

The meeting adjourned at 5:15 p.m.

---

Jose Lara, Mayor

ATTEST:

---

Kristyn Reust, Deputy City Clerk



**CITY OF LIBERAL  
CITY COMMISSION MEETING  
November 11, 2025  
AGENDA ITEM # 6.a.**

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

Date: November 11, 2025

From: Keith Bridenstine, Building Services Director

RE: October 2025 Code Enforcement Report

Attached is the list of code enforcement cases for October 2025.

**Recommendation:**



---

## Violation Type Stat Report (by month)

| Violation Type                              | Violation Subtype                                         |
|---------------------------------------------|-----------------------------------------------------------|
| Code Enforcement Violations<br>October 2025 | Subtotal For Appliances or furniture in yard (4 Records)  |
|                                             | Subtotal For Garage Sale Violation (1 Records)            |
|                                             | Subtotal For High Grass, Weeds & Vegetation (75 Records)  |
|                                             | Subtotal For Home Occupations Violation (1 Records)       |
|                                             | Subtotal For Junked Motor Vehicle Violation (7 Records)   |
|                                             | Subtotal For Parking on an Unimproved Surface (3 Records) |
|                                             | Subtotal For Stagnant or Standing Water (1 Records)       |
|                                             | Subtotal For Stop Work Order (6 Records)                  |
|                                             | Subtotal For Trailer Park Annual Inspection (11 Records)  |
|                                             | Subtotal For Trash, Junk & Debris (2 Records)             |
|                                             | Subtotal For Unsanitary Premises (1 Records)              |
|                                             | <b>T O T A L - 112 Records</b>                            |

Code Enforcemnt also did the annual mobile home park inspection during October and documented several additional violations.



**CITY OF LIBERAL  
CITY COMMISSION MEETING  
November 11, 2025  
AGENDA ITEM # 6.b.**

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

Date: November 11, 2025

From: Judy Hernandez, Accountant I

RE: Lease #90.01 - Service Janitorial

**Recommendation:**

Staff request Commission consideration for approval of Lease #90.01 with Service Janitorial.

## AIRPORT LEASE

THIS AGREEMENT, entered into this **1st day of January, 2026**, by and between the City of Liberal ("Lessor") and **Service Janitorial, Attn: Ron Prentice, P.O. Box 1443, Liberal, KS. 67905-1443 Phone: (620) 624-6401** ("Lessee").

WHEREAS, Lessor is the owner of the following described premises situated on the Liberal Municipal Airport, Seward County, Kansas:

**East 2 of Lot 3, Block 3**  
**Total = 1.70 Acres, more or less**

Two Tracts of land in the Northeast Quarter (NE/4) of Section 6, Township 35 South (T35S), Range 33 West (R33W), of the 6th Principal Meridian, more particularly described as follows:

Tract 1: Beginning at the Northeast (NE) corner of Lot 3, Block 3 of the Airport Industrial Park Addition to the City of Liberal, Kansas: thence South 71°, 52' West a distance of 166.69'; thence due South a distance of 335.12'; thence due East a distance of 158.41' to the point of beginning. Contains 1.31 acres, more or less.

Tract 2: Beginning at the Northeast (NE) corner of said Section 6; thence South a distance of 1,791.5 feet more or less; thence West along the South line of Lot 3 extended a distance of 120 feet more or less to the point of beginning; thence North along the East line of Lot 3 a distance of 387.20 feet more or less; thence North easterly along the North line of Lot 3 extended a distance of 14.0 feet more or less to a point 5 feet Westerly of the West rail of the existing spur railroad track; thence Southerly parallel to and 5 feet Westerly of said West rail a distance of 400.0 feet more or less to the South line of said Lot 3 extended; thence Westerly along the South line of said Lot 3 extended a distance of 57.0 feet more or less to the point of beginning. Contains 0.39 acres, more or less.

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 Municipal Airport for the purpose of providing the Lessor with revenue to support the Liberal Municipal Airport, and such use by Lessee of the above described premises shall at all times be compatible with airport operations.



**CITY OF LIBERAL  
CITY COMMISSION MEETING  
November 11, 2025  
AGENDA ITEM # 6.c.**

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

Date: November 11, 2025

From: Alicia Hidalgo, City Clerk

RE: 2026 Cereal Malt Beverage (CMB) Applications

Attached are three Cereal Malt Beverage (CMB) Applications for 2026. The three licenses were approved by the State of Kansas.

1. Circle K #2709250, 1580 N. Kansas Ave.
2. Circle K #2709255, 850 S. Kansas Ave.
3. Pizza Hut #035942, 110 E. Pancake Blvd.

**Recommendation:**

Staff requests approval of the three State-approved licenses as presented.

SEP 24 2025

RECEIVED  
DEPARTMENT OF REVENUE

9/26/2025

**SECTION 1 - LICENSE TYPE**Check One: ☐ New License ☒ Renew License ☐ Special Event Permit

Check One:

☐ License to sell cereal malt beverages for consumption on the premises.☒ License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.**SECTION 2 - APPLICANT INFORMATION**

Kansas Sales Tax Registration Number (required): 004-741149540F-03

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

|                                                               |  |                                                                                                                                |                                  |
|---------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| Name of Corporation<br>Circle K Stores, Inc                   |  | FEIN<br>74-1149540                                                                                                             |                                  |
| Corporation Street Address<br>17319 San Pedro Ave., Suite 400 |  | Corporation City<br>San Antonio                                                                                                | State<br>TX<br>Zip Code<br>78232 |
| Date of Incorporation<br>06/08/1951                           |  | Articles of Incorporation are on file with the Secretary of State.<br><input type="checkbox"/> Yes <input type="checkbox"/> No |                                  |
| Resident Agent Name<br>Patricia Hooke                         |  | Phone No.<br>620-391-1800                                                                                                      |                                  |
| Residence Street Address<br>632 Washington Ave                |  | City<br>Liberal                                                                                                                | State<br>KS<br>Zip Code<br>67901 |

**SECTION 3 - LICENSED PREMISE**

| Licensed Premise<br>(Business Location or Location of Special Event)             |                             | Mailing Address<br>(If different from business address)                                                                                                               |                             |
|----------------------------------------------------------------------------------|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| DBA Name<br>Circle K #2709250                                                    |                             | Name<br>Circle K Stores - Licensing Dept                                                                                                                              |                             |
| Business Location Address<br>1580 N. Kansas Ave                                  |                             | Address<br>17319 San Pedro Ave., Suite 400                                                                                                                            |                             |
| City<br>Liberal, KS 67901                                                        | State<br>KS<br>Zip<br>67901 | City<br>San Antonio, TX 78232                                                                                                                                         | State<br>TX<br>Zip<br>78232 |
| Email Address(s) Please separate values with a comma.<br>SATXLicense@circlek.com |                             |                                                                                                                                                                       |                             |
| Business Phone No.<br>620-624-3973                                               |                             | <input checked="" type="checkbox"/> Applicant owns the proposed business location.<br><input type="checkbox"/> Applicant does not own the proposed business location. |                             |
| Business Location Owner Name(s)                                                  |                             |                                                                                                                                                                       |                             |

**SECTION 4 - OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK** List each person and their spouse\*, if applicable. Attach additional pages if necessary.

| Name                     | Position | Date of Birth     |
|--------------------------|----------|-------------------|
| See Attached             |          |                   |
| Residence Street Address | City     | State<br>Zip Code |
| Spouse Name              | Position | Date of Birth     |
| Residence Street Address | City     | State<br>Zip Code |
| Name                     | Position | Date of Birth     |
| Residence Street Address | City     | State<br>Zip Code |
| Spouse Name              | Position | Age               |
| Residence Street Address | City     | State<br>Zip Code |
| Name                     | Position | Date of Birth     |
| Residence Street Address | City     | State<br>Zip Code |
| Spouse Name              | Position | Age               |
| Residence Street Address | City     | State<br>Zip Code |

OCT 06 2025

BY: *SM*



SEP 24 2025

ALCOHOLIC BEVERAGE  
DIVISION

C

9/24/2025

**SECTION 1 - LICENSE TYPE**Check One: ☐ New License ☒ Renew License ☐ Special Event Permit

Check One:

☐ License to sell cereal malt beverages for consumption on the premises.☒ License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.**SECTION 2 - APPLICANT INFORMATION**

Kansas Sales Tax Registration Number (required):

004-741149540F-03

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

Name of Corporation

Circle K Stores, Inc

FEIN

74-1149540

Corporation Street Address

17319 San Pedro Ave., Suite 400

Corporation City

San Antonio

State

TX

Zip Code

78232

Date of Incorporation

06/08/1951

Articles of Incorporation are on file with the Secretary of State.

☐ Yes☐ No

Resident Agent Name

Patricia Hooke

Phone No.

620-391-1800

Residence Street Address

632 Washington Ave

City

Liberal

State

KS

Zip Code

67901

**SECTION 3 - LICENSED PREMISE**Licensed Premise  
(Business Location or Location of Special Event)Mailing Address  
(If different from business address)

DBA Name

Circle K #2709255

Name

Circle K Stores - Licensing Dept

Business Location Address

850 S. Kansas Ave

Address

17319 San Pedro Ave., Suite 400

City

Liberal, KS 67901

Zip

City

San Antonio, TX 78232

State

Zip

Email Address(s) Please separate values with a comma.

SATXLicense@circlek.com

Business Phone No.

620-624-8730

☒ Applicant owns the proposed business location.☐ Applicant does not own the proposed business location.

Business Location Owner Name(s)

**SECTION 4 - OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK** List each person and their spouse\*, if applicable. Attach additional pages if necessary.

|                          |              |          |               |
|--------------------------|--------------|----------|---------------|
| Name                     | See Attached | Position | Date of Birth |
| Residence Street Address |              | City     | State         |
|                          |              |          | Zip Code      |
| Spouse Name              |              | Position | Date of Birth |
| Residence Street Address |              | City     | State         |
|                          |              |          | Zip Code      |
| Name                     |              | Position | Date of Birth |
| Residence Street Address |              | City     | State         |
|                          |              |          | Zip Code      |
| Spouse Name              |              | Position | Age           |
| Residence Street Address |              | City     | State         |
|                          |              |          | Zip Code      |
| Name                     |              | Position | Date of Birth |
| Residence Street Address |              | City     | State         |
|                          |              |          | Zip Code      |
| Spouse Name              |              | Position | Age           |
| Residence Street Address |              | City     | State         |
|                          |              |          | Zip Code      |

OCT 06 2025

BT:

SEP 30

ALCOHOLIC BEVERAGES

**SECTION 1 - LICENSE TYPE**

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

Check One:

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

**SECTION 2 - APPLICANT INFORMATION**

Kansas Sales Tax Registration Number (required): 004-822381178F-01

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

|                                                        |                                                                    |                                   |                                                          |
|--------------------------------------------------------|--------------------------------------------------------------------|-----------------------------------|----------------------------------------------------------|
| Name of Corporation<br>GMRG ACQ 1, LLC                 |                                                                    | FEIN<br>82-2381178                |                                                          |
| Corporation Street Address<br>10880 Benson, Suite 2320 |                                                                    | Corporation City<br>Overland Park | State<br>KS<br>Zip Code<br>66210                         |
| Date of Incorporation<br>8/3/17                        | Articles of Incorporation are on file with the Secretary of State. |                                   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Resident Agent Name<br>Jennifer Seward                 |                                                                    | Phone No.<br>620-243-2955         |                                                          |
| Residence Street Address<br>1695 N. Mayfield Rd        |                                                                    | City<br>Hutchinson                | State<br>KS<br>Zip Code<br>67501                         |

**SECTION 3 - LICENSED PREMISE**

| Licensed Premise<br>(Business Location or Location of Special Event)           |             |              | Mailing Address<br>(If different from business address)                                                                                                               |             |              |
|--------------------------------------------------------------------------------|-------------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------|
| DBA Name<br>Pizza Hut #035942                                                  |             |              | Name<br>Pizza Hut #035942                                                                                                                                             |             |              |
| Business Location Address<br>110 E Pancake Blvd                                |             |              | Address<br>10880 Benson, Suite 2320                                                                                                                                   |             |              |
| City<br>Liberal                                                                | State<br>KS | Zip<br>67901 | City<br>Overland Park                                                                                                                                                 | State<br>KS | Zip<br>66210 |
| Email Address(s) Please separate values with a comma.<br>rs035942@pizzahut.com |             |              |                                                                                                                                                                       |             |              |
| Business Phone No.<br>620.624.5616                                             |             |              | <input checked="" type="checkbox"/> Applicant owns the proposed business location.<br><input type="checkbox"/> Applicant does not own the proposed business location. |             |              |
| Business Location Owner Name(s)<br>Michael Cherney                             |             |              |                                                                                                                                                                       |             |              |

**SECTION 4 - OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK** List each person and their spouse\*, if applicable. Attach additional pages if necessary.

|                                                 |                              |                                  |
|-------------------------------------------------|------------------------------|----------------------------------|
| Name<br>Michael Cherney                         | Position<br>CEO              | Date of Birth<br>1/23/1983       |
| Residence Street Address<br>2223 W Lyndale St   | City<br>Chicago              | State<br>IL<br>Zip Code<br>60647 |
| Spouse Name<br>Sara Cherney                     | Position<br>N/A              | Date of Birth<br>6/23/1981       |
| Residence Street Address<br>2223 W Lyndale St   | City<br>Chicago              | State<br>IL<br>Zip Code<br>60647 |
| Name<br>Tim Quinlan                             | Position<br>Passive Investor | Date of Birth<br>10/4/1976       |
| Residence Street Address<br>14 East 93rd Street | City<br>New York             | State<br>NY<br>Zip Code<br>10028 |
| Spouse Name<br>Courtney Quinlan                 | Position                     | Age<br>5/14/76                   |
| Residence Street Address<br>14 East 93rd Street | City<br>New York             | State<br>NY<br>Zip Code<br>10028 |
| Name                                            | Position                     | Date of Birth                    |
| Residence Street Address                        | City                         | State<br>Zip Code                |
| Spouse Name                                     | Position                     | Age                              |
| Residence Street Address                        | City                         | State<br>Zip Code                |



**CITY OF LIBERAL  
CITY COMMISSION MEETING  
November 11, 2025  
AGENDA ITEM # 7.**

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

Date: November 11, 2025

From: Keith Bridenstine, Building Services Director

RE: Ordinance No. 4641 - Zoning Amendments 2025

On October 9th, 2025, the Liberal Area Metropolitan Board of Zoning unanimously approved forwarding the current round of zoning amendments to the City Commission for their consideration. Attached are the following:

- Ordinance No. 4641 — Amending the Zoning Code
- The complete revised exhibit
- A PowerPoint highlighting the major revision points

**Recommendation:**

Staff recommend approval of Ordinance No. 4641, approving the current round of zoning amendments for the City of Liberal.

**ORDINANCE NO. 4641**

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

**WHEREAS**, the Board of Zoning Appeals for the City of Liberal, Kansas held a public hearing on October 9, 2025 regarding amendments to the zoning code as described herein; and

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

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

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

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

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

Attachment #1 titled 2025 REVISION.

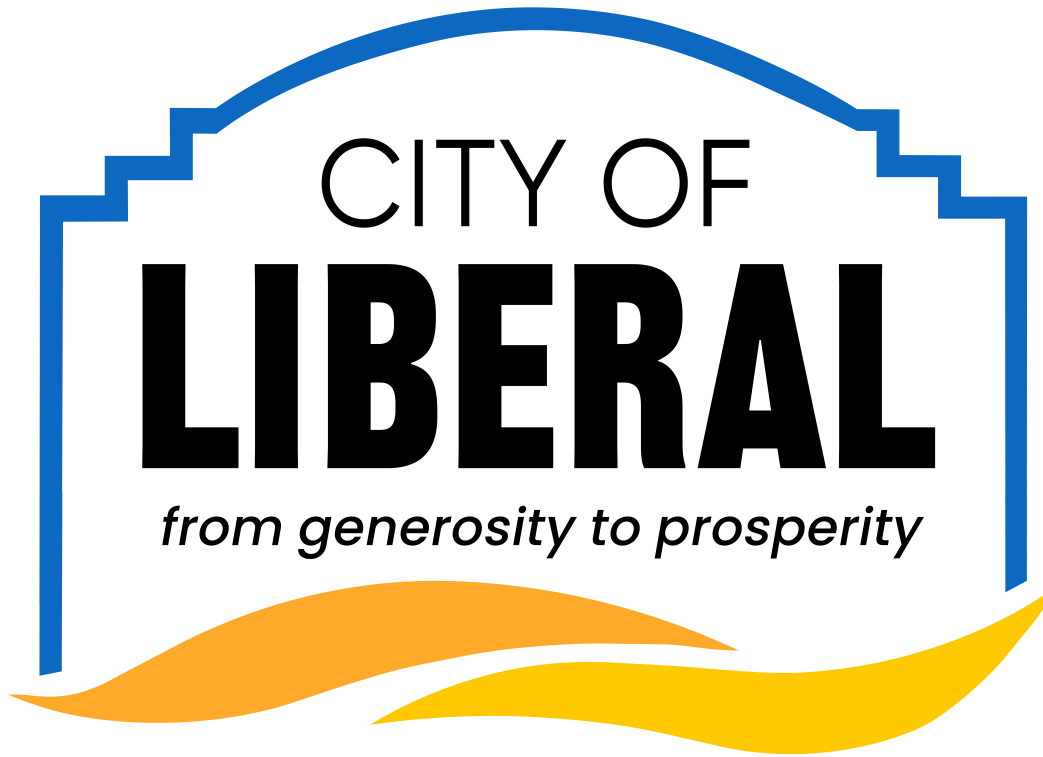
**Section 2.** That this Ordinance shall be effective upon its passage and adoption by the Governing Body of the City of Liberal, Kansas, and after its publication in the official City newspaper.

**PASSED AND APPROVED** by the Governing Body of the City of Liberal, Kansas, and signed by the Mayor this 11<sup>th</sup> day of November, 2025.

ATTEST:

\_\_\_\_\_  
Jose Lara, Mayor

\_\_\_\_\_  
Alicia Hidalgo MMC, City Clerk



# **ZONING ORDINANCE**

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

**READOPTED ORDINANCE 4641**

**PLANNING COMMISSION  
OCTOBER 9, 2025**

**CITY COMMISSION  
NOVEMBER 11, 2025**

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

***Chairman:***

***Steve Merz***

***Vice Chairman:***

***Edgar Ortuno***

***Commissioners:***

***Nick Schwindt***

***Jeff Hall***

***Jeremy Benton***

***Jairo Vasquez***

***Jason Inland***

***Arlene Rosales, Secretary (non-voting member)***

***City Zoning Administrator:***

***Keith Bridenstine, CBO***

**CITY COMMISSION**

***Mayor:***

***Jose Lara***

***Vice Mayor:***

***Matt Landry***

***City Council:***

***Janeth Vasquez***

***Jeff Parsons***

***Ron Warren***

***City Manager:***

***Scarlette Diseker***

***City Clerk:***

***Alicia Hidalgo, MMC***

***July 2025***

**City of Liberal**

**P. O. Box 2199**

**324 North Kansas Ave.**

**Liberal, KS 67905-2199**

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

**TABLE OF CONTENTS**  
**ZONING ORDINANCE**

| <b><u>ARTICLE</u></b> |                                                |    |
|-----------------------|------------------------------------------------|----|
| <b><u>PAGE</u></b>    |                                                |    |
| I.                    | TITLE.....                                     | 5  |
| II.                   | INTERPRETATION AND SCOPE.....                  | 7  |
| III.                  | RULES AND DEFINITIONS.....                     | 9  |
| IV.                   | DISTRICTS AND BOUNDARIES.....                  | 25 |
| V.                    | “A-L” AGRICULTURAL DISTRICT.....               | 27 |
| VI.                   | “R-1” SINGLE-FAMILY DWELLING DISTRICT.....     | 31 |
| VII.                  | “R-2” TWO-FAMILY DWELLING DISTRICT.....        | 35 |
| VIII.                 | “R-3” MULTIPLE-FAMILY DWELLING DISTRICT.....   | 39 |
| IX.                   | “PUD” PLANNED UNIT DEVELOPMENT DISTRICT.....   | 43 |
| X.                    | “M-H” MANUFACTURED HOME DISTRICT.....          | 47 |
| XI.                   | “M-P” MANUFACTURED HOME PARK DISTRICT.....     | 49 |
| XII.                  | “TT-P” TRAVEL TRAILER PARK.....                | 57 |
| XIII.                 | “C-O” COMMERCIAL OFFICE BUILDING DISTRICT..... | 63 |
| XIV.                  | “C-1” NEIGHBORHOOD SHOPPING DISTRICT.....      | 65 |
| XV.                   | “C-2” GENERAL COMMERCIAL DISTRICT.....         | 67 |
| XVI.                  | “C-3” CORE COMMERCIAL DISTRICT.....            | 71 |
| XVII.                 | “I-P” INDUSTRIAL PARK DISTRICT.....            | 73 |
| XVIII.                | “I-1” LIGHT INDUSTRIAL DISTRICT.....           | 77 |
| XIX.                  | “I-2” HEAVY INDUSTRIAL DISTRICT.....           | 79 |
| XX.                   | “I-2A” HEAVY INDUSTRIAL DISTRICT.....          | 81 |

|                |                                                           |            |
|----------------|-----------------------------------------------------------|------------|
| <b>XXI.</b>    | <b>“SIGNS” .....</b>                                      | <b>83</b>  |
| <b>XXII.</b>   | <b>“PARKING” .....</b>                                    | <b>107</b> |
| <b>XXIII.</b>  | <b>BUILDINGS AND USES AFFECTED.....</b>                   | <b>117</b> |
| <b>XXIV.</b>   | <b>AIRPORT REGULATIONS.....</b>                           | <b>119</b> |
| <b>XXV.</b>    | <b>ADDITIONAL HEIGHT, AREA &amp; USE REGULATIONS.....</b> | <b>125</b> |
| <b>XXVI.</b>   | <b>LANDSCAPING .....</b>                                  | <b>135</b> |
| <b>XXVII.</b>  | <b>NONCONFORMING USES.....</b>                            | <b>147</b> |
| <b>XXVIII.</b> | <b>ENFORCEMENT, VIOLATION AND PENALTY.....</b>            | <b>151</b> |
| <b>XXIX.</b>   | <b>BOARD OF ZONING APPEALS.....</b>                       | <b>153</b> |
| <b>XXX.</b>    | <b>AMENDMENTS.....</b>                                    | <b>161</b> |
| <b>XXXI.</b>   | <b>VALIDITY.....</b>                                      | <b>165</b> |
| <b>XXXII.</b>  | <b>ATTACHMENTS.....</b>                                   | <b>167</b> |
|                | <b>1. SIGHT TRIANGLE</b>                                  |            |



## ***ZONING ORDINANCE***

### ***ORDINANCE NO. 4641***

A COMPREHENSIVE ZONING ORDINANCE REGULATING AND RESTRICTING THE USE OF LAND AND THE USE AND LOCATION OF BUILDINGS AND STRUCTURES; REGULATING AND RESTRICTING THE HEIGHT AND BULK OF BUILDINGS AND STRUCTURES AND DETERMINING THE AREA OF YARDS, COURTS AND OTHER PLACES SURROUNDING THEM; REGULATING AND RESTRICTING THE DENSITY OF POPULATION; DIVIDING THE CITY OF LIBERAL, KANSAS, AND THE ADJACENT EXTRATERRITORIAL AREA IN SEWARD COUNTY INTO DISTRICTS FOR SUCH PURPOSES; ADOPTING A MAP OF THE LIBERAL METROPOLITAN PLANNING AREA SHOWING BOUNDARIES AND THE CLASSIFICATION OF SUCH DISTRICTS; DEFINING CERTAIN OF THE TERMS USED IN SAID ORDINANCE; PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS' PROVISIONS; AMENDING THE CODE OF ORDINANCES OF THE CITY OF LIBERAL, KANSAS, AND ALL AMENDMENTS THERETO COMMONLY KNOWN AS THE "ZONING ORDINANCE" AND REPEALING ORDINANCE No. 4593 OF THE CITY OF LIBERAL, KANSAS, AND ALL AMENDMENTS THERETO.

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

**ARTICLE 1.**  
**TITLE, PURPOSE, AUTHORITY AND JURISDICTION**

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

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

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

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

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

## ARTICLE II INTERPRETATION, CONSTRUCTION AND DEFINITIONS

### **Section 1. Rules of Interpretation.**

- A. Minimum Requirements. In their interpretations and application, the provisions of these regulations shall be held to be the minimum requirements for the promotion of the public health, safety, morals, comfort and general welfare.
- B. Overlapping or Contradictory Regulations. Where the conditions imposed by the provisions of these regulations upon the use of land or structures are either more restrictive or less restrictive than comparable conditions imposed by any other provision of any other applicable law, ordinance, resolution, rule or regulations of any kind, the regulations which are more restrictive and impose higher standards or requirements shall govern.
- C. Private Agreements. The provisions of these regulations are not intended to abrogate any valid easement, deed restriction, covenant or other private agreement of legal relationship, provided, that where the requirements of these regulations are more restrictive or impose higher standards or regulations than such private agreements, the requirements of these regulations shall govern. The City does not have a responsibility to enforce such private agreements.
- D. Unlawful Uses. No use of land or structure which was not lawfully existing at the time of the adoption of these regulations shall become or be made lawful solely by reason of the adoption of these regulations; and to the extent that, and in any respect that, said unlawful use or structure is in conflict with the requirements of these regulations, said use or structure remains unlawful hereunder.
- E. Not a Licensing Regulation. Nothing contained in these regulations shall be deemed to be a consent, license or permit to use any property or to locate, construct or maintain any structure or facility or to carry on any trade, industry, occupation or activity.
- F. In the construction of these regulations, the provisions and rules of this Section shall be preserved and applied, except when the context clearly requires otherwise.

## **Section 2. Rules of Construction.**

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

### ARTICLE III RULES AND DEFINITIONS

**Section 1.** For the purpose of this Ordinance, certain terms or words used herein shall be interpreted or defined as follows, unless the context clearly indicated otherwise:

**ACCESSORY USE OF BUILDING:** A subordinate building located on the same lot or group of lots with the main building or a subordinate use of land, either of which is customarily incident to the main building or to the principal use of the land (including public utilities such as communication, electricity, gas, water, sewers plus their supports and incidental equipment). An accessory building shall not exceed a square footage calculated as fifteen percent (15%) of the square footage of the parcel less the square footage of any other structures, and shall not exceed the height of the principal dwelling unit.

**AGRICULTURE:** The use of land for growing crops in the open, horticulture, nurseries, truck farms and *accessory* uses, including structures **not** in a designated flood plain, for carrying out agricultural operations; provided, however, such agricultural use **shall not include** the following uses: (See Article V, Section 3, O. for Exemptions.)

- (a) The maintenance and operation of commercial greenhouses or hydroponic farms, except in zoning districts where permitted
- (b) Retail sales as an *accessory* use, unless the same are otherwise permitted by these regulations.
- (c) The feeding of garbage to animals.
- (d) The feeding, grazing or sheltering of domestic animals or fowl, e.g., horses, cows, swine, goats, chickens, pigeons, rabbits or fur bearing animals, but not including cats and dogs and other pets; unless such animals or fowl are otherwise permitted by City laws or regulations.
- (e) The operation or maintenance of a stockyard or commercial feed lot or a hog finishing facility.
- (f) Farm houses are considered to be single-family dwellings.

**ALLEY:** A public thoroughfare which provides only secondary means of access to abutting property, the right-of-way of which is twenty feet (20') or less in width.

**ALTERATION:** Alteration, as applied to a building or structure, is a change or rearrangement in the structural parts of an existing building or structural. Enlargement, whether by extending a side, increasing in height, or the moving from one location or position to another shall be considered an alteration.

**ANIMAL HOSPITAL OR CLINIC:** An establishment where animals are admitted principally for examination, treatment, board or care, by a Doctor of Veterinary Medicine. This does not include open kennels or runs.

**APARTMENT:** (See DWELLING, MULTIPLE).

**APPLICANT** The owner or duly designated representative of land proposed to be subdivided, or for which a special permit, amendment, variance, construction permit, or certificate of occupancy has been requested. Consent shall be required from the legal owner of the premises.

**APPROVED PUBLIC SANITARY SEWER SYSTEM:** A sewage disposal plant, main sanitary sewer lines and other lines approved by the City Commission of Liberal, Kansas, and by the Kansas State Department of Health.

**APPROVED PUBLIC WATER SYSTEM:** Water treatment plant and service lines approved by the City Commission of Liberal, Kansas, and by the Kansas State Department of Health.

**ASSISTED LIVING:** Multifamily dwelling units used or designed to be used by older persons, persons with disabilities or other persons needing or desiring assistance with day-to-day living matters, but not including group homes, group housing, hospitals or convalescent care facilities. Typical uses include retirement communities in which housekeeping services, common dining facilities and recreational and social activities are offered to residents.

**AUTOMOTIVE SERVICES:** Any building, structure, improvements, or land used for the repair and maintenance of automobiles, motorcycles, trucks, trailers, or similar vehicles including but not limited to body, fender, muffler or upholstery work, oil change and lubrication, painting, tire service and sales, or installation of CB radios, radios, car alarms, stereo equipment or cellular telephones.

**AVERAGE LOT WIDTH:** An average of the front and rear setback widths of any given lot.

**BASEMENT:** A story having part, but not less than one-half ( $\frac{1}{2}$ ) of its' height below grade.

**BED AND BREAKFAST:** A family home, occupied as a permanent dwelling by the proprietor, in which lodging and meals are provided for time-limited durations to not more than four groups of patrons in a 24-hour period.

**BOARD OF ZONING APPEALS:** The board established by the city (also referred to as the BZA) to hear and determine appeals and variances.

**BOARDING HOUSE:** A building other than a hotel where, for compensation and by prearrangement for definite periods, meals, or lodging and meals, are provided for three (3) or more persons, but not exceeding twenty (20) persons.

**BUILDING:** Any structure designed, or intended for the enclosure, shelter or protection of persons, animals or property. When a structure is divided into separate parts by unpierced walls from the ground up, each part is deemed a separate building.

**BUILDING HEIGHT:** The vertical dimension measured from the average elevation of the finished lot grade at the front of the building to the highest point of a flat roof; to the deck line of a mansard roof; and to the average height between the plate and ridge of a gable, hip or gambrel roof.

**BUILDING OFFICIAL:** The person or persons designated by the Liberal City Commission to administer these regulations whether such person or persons be titled Building Official, Building Inspector, Administrative Officer or Enforcement Officer.

**CARPORT:** A structure intended for the storing of automobiles, consisting of a roof supported by structural members and open on all sides.

**CELLAR:** A story having more than one-half (1/2) of its height below grade.

**CHILD CARE CENTERS:** A child care facility providing care for thirteen (13) or more children which is licensed and regulated by the Seward County Health Department or the Kansas Social and Rehabilitation Services.

**CLINIC:** (See MEDICAL, DENTAL OR HEALTH CLINIC).

**COMMUNICATION TOWER:** Commercial AM/FM radio, television, microwave and cellular telephone transmission towers, electronic emission of any wave length and accessory equipment and buildings.

**COMPREHENSIVE PLAN:** A comprehensive plan made and adopted by the Planning Commission and co-adopted by the City Commission which, through a combination of text, charts and maps, sets forth data and establishes policies for general locations of various land uses, including streets, parks, schools, public buildings, utilities, and related uses.

**DAY CARE HOMES:** A facility providing care for six or less children in a residential structure as a home occupation and which is licensed and regulated by either the Seward County Health Department or the Kansas Social and Rehabilitation Services.



**DISTRICT:** A section or sections of the City for which the regulations governing the use of buildings and premises, the height of buildings, the size of yards and the intensity of use are uniform.

**DWELLING:** A building or portion thereof, but not a mobile home, designed or used for residential occupancy.

**DWELLING, SINGLE-FAMILY:** A building having accommodations for and occupied exclusively by one family.

**DWELLING, TWO-FAMILY:** A building having accommodations for and occupied exclusively by not more than two (2) families.

**DWELLING, MULTIPLE:** A building having accommodations for and occupied exclusively by more than two (2) families.

**EASEMENT:** A grant by a property owner to the public, a corporation, or a person(s) of the use of a recorded strip of land for certain specified purposes.

**EXTRATERRITORIAL AREA:** That area that lies outside the city limits of the City of Liberal that is defined in the Extraterritorial Map.

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

**FAMILY:** One or more persons occupying the premises and living as a single housekeeping unit, as distinguished from a group occupying a boarding house, fraternity or sorority house, lodging house, hotel or motel.

**FARM HOME AND BUILDINGS:** A dwelling and/or appurtenant structures located on land or lands on which crops or livestock are raised and predominantly support the home.

**FENCE:** A barrier, railing, or other upright structure, typically of wood or wire or other approved material, enclosing an area of ground to mark a boundary, control access, or prevent escape.

**FENCE HEIGHT:** The vertical distance measured from the side of the fence that is exterior to the property or from the lowest adjacent ground level to the top of the fence material. In the case of wire fencing, height shall be measured by the width of the material used, providing that when installed, the material is directly adjacent to the ground level.

**FLOOR AREA:** Floor area shall mean the gross floor area of the building.

**FRONTAGE:**

- (a) All the property on one side of a street between two (2) intersecting streets (crossing or terminating) measured along the line of the street. Where a street is dead-ended, the frontage shall be considered as all that property abutting on one side between an intersecting street and the dead end of the street.
- (b) The width of a **lot**, measured at the front part of the **lot**.

**GARAGE, PRIVATE:** An *accessory* building designed or used for the storage of not more than four (4) motor driven vehicles owned and used by the occupants of the building to which it is *accessory*.

**GARAGE, PUBLIC:** A building, or portion thereof, other than a private or storage garage, designed or used for equipping, repairing, hiring, servicing, selling or storing motor-driven vehicles.

**GARAGE, STORAGE:** A building, or portion thereof, designed or used exclusively for housing four (4) or more motor-driven vehicles.

**GOVERNING BODY:** City Commission: Board of City Commissioners of the City of Liberal, Kansas

**GROUP DAY CARE HOMES:** A Day Care School or Nursery School providing care for a maximum of twelve (12) children in a residential structure as a home occupation and which is licensed and regulated by the Seward County Health Department or the Kansas Social and Rehabilitation Services.

**HOME OCCUPATION:** A Home Occupation is defined as a business, profession, occupation or trade conducted entirely within a dwelling or its' *accessory* building, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes, providing either a service or a product, yet does not change the character thereof, and in connection with which there is no commodity sold upon the premises except that which is produced thereon.

**HOTEL:** A building used as an abiding place for more than twenty (20) persons who are being lodged for compensation with or without meals.

**IMPERVIOUS SURFACE:** Mainly artificial structures----- such as pavements (roads, sidewalks, driveways and parking lots) that are covered by impenetrable materials such as asphalt, concrete, brick, stone----- and rooftops.

**INSTITUTION:** A building occupied by a non-profit organization or a non-profit establishment for public use.

**LIBERAL METROPOLITAN AREA PLANNING COMMISSION:** The appointed members of the commission recognized under Liberal City Code Chapter 17, Article 8.

**LODGING HOUSE:** A building or place where lodging is provided (or which is equipped regularly to provide lodging) by prearrangement for definite periods, for compensation, for three (3) or more persons in contradistinction to hotels open to transients.

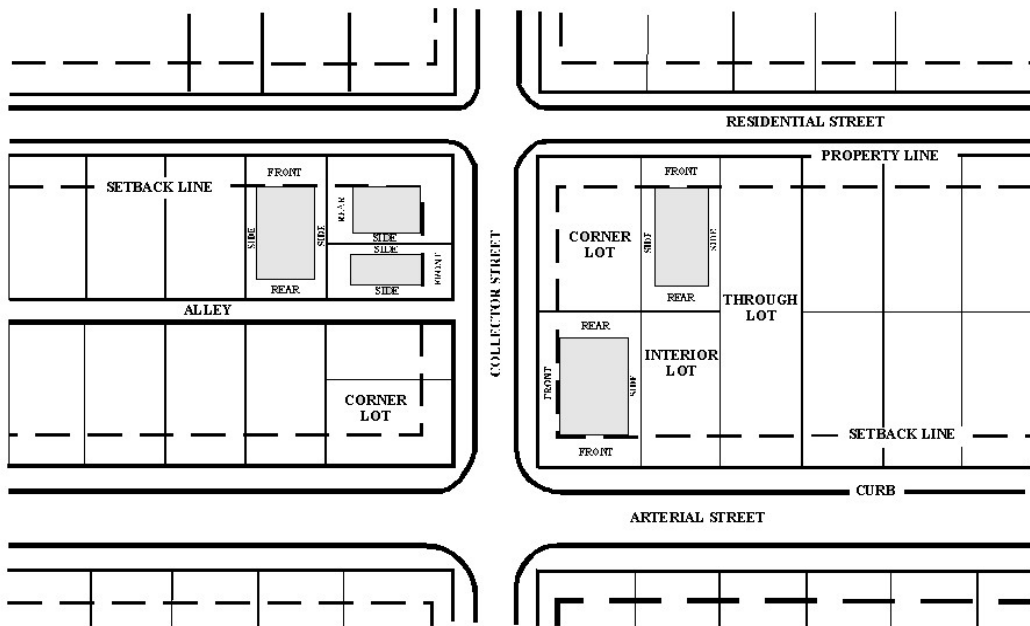
**LOT OR PLOT:** A parcel of land occupied or intended for occupancy by one main building, together with its *accessory* buildings, including the open spaces required by this ordinance. A lot or plot may include more than one platted lot and may include parcels on separate sides of an *alley* or easement.

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

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

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

Figure 1 - Lot Types & Setbacks



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

**LOT, INTERIOR:** A lot other than a corner lot.

**LOT OF RECORD:** A lot, which is a part of a subdivision, the plat of which has been recorded in the office of the Register of Deeds or a parcel of land, the deed of which was recorded in the office of the Register of Deeds.

**LOT WIDTH:** The width of a lot at the front yard line.

**LOT, ZONING:** A parcel or tract of land used, developed or built upon as a unit under single ownership or control. Said parcel or tract may consist of one or more lots of record, one or more portions of a lot or lots of record or any combination thereof.

**LOT OF RECORD:** A lot which is a part of a subdivision, the map of which has been recorded in the office of the Register of Deeds, or a lot described by metes and bounds, the description of which has been recorded in the office of the Register of Deeds. (Pertains to the Exterritorial Area)

**MANUFACTURED DESIGN HOME - MOBILE HOMES:** A factory built structure or structure more than eight (8) feet in width and more than thirty-six (36) feet in length, equipped with the necessary service connections for required utilities, having the plumbing, heating, air conditioning and electrical systems contained therein and made so as to be readily movable as a unit or

units on its or their own running gear and designed to be used as a dwelling unit or units without a permanent foundation. The phrase "without a permanent foundation" indicates that the support system is constructed with the intent that the mobile home placed thereon may be moved from time to time at the convenience of the owner. Any unit built no more than 20 years before the date of application to install will not be allowed. All Mobile homes must display a HUD Seal or data plate to verify their proper construction.

**MANUFACTURED HOME:** A structure which bears a seal indicating compliance with the federal manufactured home construction and safety standards established pursuant to 42 U.S.C. §5401, and constructed no more than 20 years before the date of application to install.

**MANUFACTURED HOME PARK:** Any area, piece, parcel, tract, or plot of ground equipped as required for support of manufactured homes and offered for use by the owner or representative for manufactured home park purposes and/or ground upon which three or more manufactured homes are parked, whether for compensation or not, including all *accessory* uses thereof. The term "manufactured home park" does not include sales lots of which unoccupied manufactured homes are parked for the purpose of inspection and sale.

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

*Figure 2 - Manufactured Home Residential Design*



*Residential Character:*

Covered Entry

*Architectural Details:*

Window Elements

*Manufactured Home Features:*

Horizontal Lap Siding

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

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

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

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

*Figure 3 - Modular Home*



**Residential Character:**

Pitched Roof  
Covered Entry  
Enclosed Garage

**Architectural Details:**

Eave Projection  
Varying Depths  
Ornamental Windows

**Modular Features:**

Modules for on-site construction

**Permanent Features:**

Walkway and Stairs  
Formal Landscaping

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

**NURSING HOMES:** An establishment or agency licensed by the State of Kansas, for the reception, board, care or treatment of three (3) or more unrelated elderly individuals.

**PARCEL:** A lot or contiguous group of lots in single ownership or under single control, usually considered a unit for purposes of development.

**PARKING SPACE:** An area surfaced for the purpose of storing one (1) parked automobile. For the purpose of this ordinance, one (1) parking space shall have a minimum width of nine feet (9') and a minimum length of twenty feet (20') in computing off-street parking, additional space shall be required off-street for access drives to each parking space.

**PERMANENT FOUNDATION:** A foundation, which is designed to properly transfer imposed load to soil. All foundations shall be of reinforced concrete meeting the standards of the adopted building codes of the City of Liberal.

**PLANNING COMMISSION:** Liberal Metropolitan Area Planning Commission.

**PLACE OR COURT:** An open, unoccupied space, other than a street or *alley*, permanently reserved as the principal means of access to abutting property.

**PRE-SCHOOL:** This shall include educational pre- schools, Montessori schools, church sponsored pre- schools, cooperatives, and nursery schools providing learning experiences for children in a church building, school or in a hall of a fraternal organization which is licensed and regulated by the Seward County Health Department or the Kansas Social and Rehabilitation Services.

**PROFESSIONAL OFFICE:** Any building or part thereof used by one (1) or more persons engaged in the practice of law, accounting, architecture, engineering or other occupation customarily considered as a profession.

**PUBLIC UTILITY:** Any business which furnished the general public telephone service, telegraph service, electricity, natural gas, or water, and any other business so affecting the public interest as to be subject to the supervision or regulation by an agency of the State of Kansas.

**RESIDENTIAL DESIGN MANUFACTURED HOME:** is a dwelling unit substantially assembled in an off-site manufacturing facility for installation or assembly at a dwelling site, bearing a label certifying that it was built in compliance with National Manufactured Home Construction and Safety

Standards promulgated by the U.S. Department of Housing and Urban Development.

**RESTAURANT:** A public eating establishment at which the primary function is the preparation and serving of food.

**ROOMING HOUSE:** Any dwelling in which more than three (3) persons, either individually or as families, are housed or lodged for hire, with or without meals.

**SCREENING:** Screening and enclosure required for permitted outdoor storage shall be by means of a fence, wall or berm, in combination with landscaping, designed to create a minimum of seventy-five (75) percent opacity. Crates, boxes, trailers or other temporary storage facilities shall not be considered appropriate screening materials.

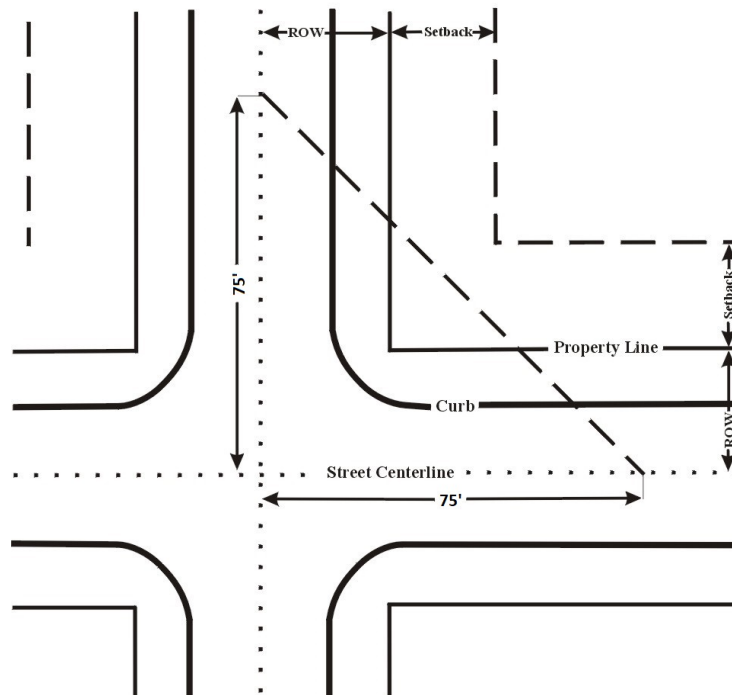
**SERVICE STATION:** A service station shall consist of a building or group of buildings and surfaced area where automotive vehicles may be fueled and serviced; such service shall not include tire recapping, body repairs or major overhaul.

**SETBACK:** The distance that is required by this zoning ordinance to be maintained in an unobstructed state between a structure and the property line of the lot on which the structure is located. (Note: The term “setback” refers to a required minimum area, while the term “yard” refers to the actual open area.)

**SIGHT-TRIANGLE:** Corner lots shall have a sight triangle within which no planting, fences or landscaping shall occur that will cause sight restrictions for vehicular traffic. A sight triangle obstruction is any shrub, bush, fence, etc., that is in the triangle measured from the center of the intersection to a point seventy-five feet (75') along the center line of the side street and the front street. (See Attachment #1)



Figure 4 - Sight Triangle Minimum Standards



**SIGN:** A sign shall include any sign, billboard or other device which shall display or include any letter, word, model, banner, flag pennant, insignia, device or representation used as, or which is in the nature of, an advertisement or announcement which directs attention to an object, project, place, activity, person, institution, organization or business, but shall not include any display of official flag.

- (c) **Billboard:** A billboard is a board, panel or tablet used for the display of posters or printed or painted advertising matter, either illuminated or non-illuminated.
- (d) **Sign, Advertising:** A Sign which directs the attention of the public to any goods, merchandise, property, business service, entertainment, or amusement conducted or produced which is bought or sold, furnished, offered or dealt in elsewhere than on the premises where such sign is located, or to which it is affixed.
- (e) **Sign, Sandwich:** An advertising or business ground sign which is constructed in such a manner to form an "A" or a tent like shape, hinged or not hinged at the top and each angular face held at an appropriate distance by a supporting member.

- (f) **Sign, Business:** A sign which directs attention to a business or profession conducted or to products, services, or entertainment sold or offered upon the premises where such sign is located, or to which it is affixed. A "For Sale" sign or a "For Rent" sign relating to the property on which it is displayed shall be deemed a business sign.
- (g) **Sign, Flashing:** Any illuminated sign on which the artificial light is not constant in intensity and color at all times. For the purpose of this Ordinance, any revolving illuminated sign shall be considered a flashing sign.
- (h) **Sign, Illuminated:** A sign designed to give forth artificial light, or designed to reflect light derived from any source.
- (i) **Sign, Portable:** An advertising device which may be illuminated and shall not exceed 40 square feet (40 sq. ft.), which may be transported, on wheels, skids or some similar conveyance by a single individual.

**SPOT ZONING:** Spot Zoning is zoning action by which a smaller area is singled out of a larger area and specially zoned for a use classification totally different from and inconsistent with the classification of surrounding land and is not in accordance with the comprehensive plan.

**STREET:** A right-of-way dedicated to the public use, which provides vehicular and pedestrian access to adjacent properties.

**STREET LINE:** A dividing line between a lot, tract or parcel of land and the contiguous street.

#### **STREET NETWORK:**

- (a) **Expressway:** A street with divided roadways which provides fast and efficient movement of large volumes of traffic between areas and across the Liberal Metropolitan Area Planning Area, and which does not provide a land service function.
- (b) **Arterial Street:** A street which provides for through traffic movement between and around areas and across the Liberal Metropolitan Planning Area, with direct access to abutting property; subject to necessary control of entrances, exits and curb uses.
- (c) **Collector Street:** A street, which provides for traffic movement between arterial and local streets, with direct access to abutting land and for local traffic movement, whether in business, industrial or residential uses.

**STRUCTURE:** Anything constructed or erected, the use of which requires permanent location on the ground or attachment to something having a permanent location on the ground, but not including fences.

**STRUCTURAL ALTERATIONS:** Any change in the supporting members of a building, such as bearing walls or partitions, columns, beams or girders, or any complete rebuilding of the roof or the exterior walls. For the purpose of this Ordinance, the following shall not be considered alterations:

- (a) Attachment of a new front where structural supports are not changed.
- (b) Addition of fire escapes where structural supports are not changed.
- (c) New windows where lintels and support walls are not materially changed.
- (d) Minor repair or replacement of non-structural members.

**TAVERN:** An establishment in which the primary function is the public sale and serving of malt beverages.

**THIS ORDINANCE:** The zoning requirements approved by ordinance for the City of Liberal by the Board of City Commissioners.

**TRAILER-ANY OF THE FOLLOWING:**

- (a) **Travel Trailer:** A vehicular, portable structure identified from the manufacturer as a travel trailer, built on a chassis, designed to be used as a temporary dwelling for travel, recreational, and vacation uses, and when equipped for the road, having a width not exceeding eight feet (8') and a body length not exceeding thirty-six feet (36').
- (b) **Pick-up Coach:** A structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel.
- (c) **Motor Home:** A portable, temporary dwelling to be used for travel and constructed as an integral part of a self-propelled vehicle.
- (d) **Camping Trailer:** A canvas, folding structure, mounted on wheels and designed for travel.

**TRAVEL TRAILER PARK:** A parcel of land containing not less than three (3) acres, in which five (5) or more spaces are occupied or intended for occupancy by trailer for transient dwelling purposes.

**TRAVEL TRAILER SPACES:** A parcel of land in a Travel Trailer Park for the placement of a single trailer and the exclusive use of its occupants.

**VARIANCE:** A variation from a specific requirement in this Ordinance, as applied to a specific piece of property, as distinct from rezoning.

**YARD:** A space on the same lot with a main building, open, unoccupied and unobstructed by buildings or structures from the ground upward.

**YARD, FRONT:** A yard extending across the full width of the lot, the depth of which is the least distance between the lot line and the front building line. On corner lots (lots abutting two or more streets at the intersection of those streets), the front yard shall face the shortest street dimension of the lot.

**YARD, REAR:** A yard extending across the full width of the lot between the rear of the main building and the rear lot line, the depth of which is the least distance between the rear lot line and the rear of such main building. Where an *alley* is platted at the rear of the lots, one-half the width of the *alley* may be included in the rear yard requirements.

**YARD, SIDE:** A yard between the main building and the side lot line, extending from the front yard, or front lot line where no front yard is required, to the rear yard. The width of the required side yard shall be measured horizontally, at ninety (90) degrees with the side lot line, from the nearest point of the side lot line toward the nearest part of the main building.

**ZONE OR DISTRICT:** A section of the Liberal Metropolitan Area Planning Commission area for which uniform regulations governing the use, height, area, size and intensity of use of buildings, land and open spaces about buildings are herein established.

**ZONING ADMINISTRATOR:** The person designated by the city to enforce and administer the provisions of this ordinance or their duly appointed representative(s).

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

(This page intentionally left blank)

## **ARTICLE IV DISTRICT AND BOUNDARIES**

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

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

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

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

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

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

**ARTICLE V**  
**"A-L" AGRICULTURAL DISTRICT**

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

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

**Section 3. Use Regulations:**

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



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

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

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

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

## **Section 6. Yard Regulations:**

### **A. Front Yard:**

- 1. There shall be a front yard having a depth of not less than forty feet (40') except as required for arterial and collector streets (See additional height, area, use regulations).
- 2. Where a lot or tract has double frontage, the required front yard shall be as provided on both streets.
- 3. Where a lot or tract is located at the intersection of two (2) or more streets, there shall be a front yard on each street side of said lot or tract. No *accessory* building shall project beyond the front yard line on either street.

### **B. Side Yard:** There shall be a side yard on each side of every building or structure and said side yard shall not be less than fifteen feet (15').

### **C. Rear Yard:** Except as hereinafter provided in the Additional Height, Area and Use Regulations of this Ordinance, there shall be a rear yard having a depth of not less than thirty feet (30').

## **Section 7. Residential Design Manufactured Homes:**

- A. A Residential Design Manufactured Home is a dwelling unit substantially assembled in an off-site manufacturing facility for installation or assembly at a dwelling site, bearing a label certifying that it was built in compliance with National Manufactured Home Construction and Safety Standards promulgated by the U.S. Department of Housing and Urban Development.
- B. In addition to the HUD Construction and Safety Standards any manufactured home installed in an "A- L" Agricultural District will meet the following requirements:
  - 1. The manufactured home will have a minimum of 1040 sq. ft. of enclosed and heated living area.
  - 2. The manufactured home will have a minimum width of 22 feet.

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

## ARTICLE VI RESIDENTIAL ZONING DISTRICTS

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

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

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

#### **C. Use Regulations:**

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

13. Accessory and temporary uses and home occupations as permitted by Article XXV
14. Signs as permitted by Article XXI
15. **The following uses may be allowed by Special Use Permit when submitted, reviewed and approved by the Board of Zoning Appeals**
  - (a) Any public building erected on land used by any department of the City, County, State or Federal Government
  - (b) Communication towers. (meeting the requirements of Article XXV, Section 1, K, of this code)
  - (c) Telephone exchanges, electric substations and regulator stations, or other public utilities
  - (d) Home occupations
  - (e) Short Term Rentals, complying with Article XXV Section 11 (i.e. AirBnB, Vrbo, etc.)
  - (f) Any use following the Land Use & Growth Framework of the comprehensive plan

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

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

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

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

**G. Yard Regulations:**

**1. Front yard**

- (a) There shall be a front yard having a depth of not less than Twenty-five (25') measured at right angles from the front lot line to the nearest

point of the front of the building, except as provided in other sections of this ordinance or required for arterial and collector streets.

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

## **2. Side yard**

- (a) There shall be a side yard having a width of not less than six feet (6') on each side of the principal structure measured at right angles from the nearest point on the side lot line of the lot to the nearest point of the wall or projection of the structure (whichever is closest), establishing a setback line parallel to the side lot line which extends between the front and rear setbacks.
- (b) Wherever a lot of record as of the effective date of this Ordinance has a lot width of fifty feet (50') or less, the side yard on each side of the principal structure may be not less than five feet (5').
- (c) Whenever a side yard abuts an *alley* or easement the side yard shall be not less than eight (8) feet. *Alleys* or easements shall not be included in the setback.
- (d) Any development which follows the legal covenants of the addition and the Row housing specifications of Article XXV, may have a zero (0) foot side yard.

## **3. Rear yard**

- (a) There shall be a rear yard of not less than thirty feet (30') measured at right angles from the nearest point on the rear lot line to the nearest point of the structure or if an *alley* or easement abuts the rear lot line the thirty feet (30') may be from the center of the *alley* or easement providing the *alley* or easement is no wider than twenty feet (20').

The above setbacks are for most residential lots within the City of Liberal. Some setbacks may vary from the standard, and each will be reviewed accordingly by

the Building Inspector or his or her designee. The decision of the Building Inspector or his or her designee as to the approval of setbacks that vary from the standard is final.

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

## ARTICLE VII

### Section 1. "R-2" Two-Family Dwelling District

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

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

**C. Use Regulations:**

1. Any use permitted in Districts "R-1"
2. Two-Family Dwellings
3. The following uses may be allowed/permitted by special use permit:
  - (b) Special uses allowed in R-1
  - (c) Day Care Homes
  - (d) Group Day Care Homes
  - (e) Pre-Schools

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

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

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



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

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

**F. Lot Coverage:** The maximum lot coverage of impervious surfaces shall not exceed sixty percent (60%) of the lot.

## **G. Yard Requirements**

### **1. Front Yard:**

- (a) There shall be a front yard of not less than twenty (20) feet measured at right angles from the front lot line to the nearest point of the front wall of the building, except as provided in other sections of this ordinance or required for arterial and collector streets.
- (b) Cornices, canopies, cantilever roofs, eaves, bay windows, balconies or similar features may overhang into a required setback up to (3) feet.
- (c) Porches, stoop overhangs, cornices and bay windows may project into a Front Yard setback a maximum of eight (8) feet IF the main living unit is setback at least Twenty (20) feet from the lot line.
- (d) Carports may be placed over a concrete driveway in a front yard, provided they are open on all sides and anchored correctly, and in no case closer than eight (8) feet back from the curb, but remain fully inside property lines.
- (e) Where lots have a double frontage, the required front yard shall be provided on both streets.
- (f) Where a lot is located at an intersection of two (2) or more streets, there shall be a front yard of no less than twenty (20) feet and a side yard of twenty feet (20 ft.) or more.
- (g) Corner lots shall have a sight triangle within which no planting, landscaping or building that will cause sight interference for motor vehicle drivers. The sight triangle is defined in Article III, Section 2. (Also see Article XXXII, Attachment # 1.)

### **2. Side Yard:**

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

- (b) Whenever a side yard abuts an *alley* or easement the side yard shall be not less than eight (8) feet. *Alleys* or easements shall not be included in the setback.
- (c) Any development which follows the Row housing specifications of Article XXV, may have a zero (0) foot side yard.

### **3. Rear Yard:**

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

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

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

(This page intentionally left blank)

## ARTICLE VIII

### Section 1. "R-3" Multiple Family Dwelling District

**A. Intent and Purpose:** The "R-3" Multiple Family Dwelling District is intended for the purpose of allowing high residential density land use with compatible single and two family dwellings, apartments, certain home occupations, certain community facilities and certain special uses, yet retain the basic residential qualities.

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

**C. Use Regulations:**

1. Any use allowed in R-1 or R-2
2. Multiple Family Dwellings
3. Separate single-family dwellings, provided each dwelling has equal street frontage and off street parking as required elsewhere in this code
4. Boarding and lodging homes
5. Hospitals, but not animal or mental hospitals
6. Non-profit institutions of education, philanthropic or eleemosynary nature, except penal or mental institutions
7. Nursing homes and homes for the aged
8. Customary *accessory* uses and structures located on the same lot or group of lots with the principal use, including tennis courts, open air swimming pools, private garages, garden houses, barbecue ovens and fireplaces but does not include uses unrelated to the principal use or any activity commonly conducted for gain except as provided in other sections of this Ordinance
9. Temporary structures incidental to construction work but only for the period of such construction. Basements and cellars will not be occupied until the building is complete
10. The following may be allowed by Special Use Permit when submitted, reviewed and approved by the Board of Zoning Appeals:
  - (a) Any special use allowed in R-1 or R-2
  - (b) Cemetery or crematory
  - (c) Public and private parking on lots adjacent, contiguous or across the *alley* from a "C-1", "C-2", or "C-3" district
  - (d) Child or adult day care centers

**D. Intensity of Use Regulations:** Except as hereinafter provided, all dwellings hereafter erected, enlarged, relocated or reconstructed shall be located upon lots containing the following areas:

1. A lot on which there is erected a single-family dwelling shall contain an area of not less than five thousand square feet (5,000 sq. ft.).
2. A lot on which there is erected a two-family dwelling shall contain an area of not less than three thousand square feet (3,000 sq. ft.) per family unit.
3. A lot on which there are erected multiple-family dwellings shall contain an area of two thousand square feet (2,000 sq. ft.) per family unit.
4. Dormitories, lodging housing, nursing homes, and boarding houses shall provide one thousand square feet (1,000 sq. ft.) of lot area for each occupant.
5. Where a single lot of record as of the effective date of this Ordinance has less than five thousand square feet (5,000 sq. ft.) and its boundary lines along their entire length touched land under other ownership on the effective date of this Ordinance and have not since been changed, such lot may be used only for single-family dwelling purposes, or for other non-dwelling uses permitted in this district providing such structure does not occupy more than 40% of the lot area and providing the structure conforms with other yard and height requirements of this district.
6. Multiple single-family homes or duplexes can be constructed on lots containing 6000 sq. ft. or bigger. Provided all of the following are met:
  - (a) Each home must have equal street frontage
  - (b) Each home must have not less than 3000 sq. ft. of lot area.
  - (c) Each home or duplex must have 10 ft of separation between them.
  - (d) All R-3 setbacks can be met.

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

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

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

**F. Lot Coverage:** The maximum lot coverage of impervious surfaces shall not exceed sixty percent (60%) of the lot.

**G. Yard Requirements:**

**1. Front Yard:**

- (a) There shall be a front yard having a depth of not less than fifteen feet (15') measured at right angles from the front lot line to the nearest point of the front wall of the building, except as provided in other sections of this Ordinance. If a 15' front yard setback is used. Then required off street parking will be behind the building setback line.
- (b) Cornices, canopies, cantilever roofs, eaves, bay windows, balconies or similar features may overhang into a required seatback up to (3) feet.
- (c) Porches, stoop overhangs, cornices and bay windows may project into a Front Yard setback a maximum of eight (8) feet IF the main living unit is setback at least Twenty (20) feet from the lot line.
- (d) Carports may be placed over a concrete driveway in a front yard, provided they are open on all sides and anchored correctly, and in no case closer than eight (8) feet back from the curb, but remain fully inside property lines.
- (e) Where a lot is located at the intersection of two (2) or more streets, there shall be a front yard of twenty (20) feet and a side yard of twenty feet (20') on corner lots (lots abutting two (2) or more streets), the front yard shall be determined by the Zoning Administrator.
- (f) Corner lots shall have a vision triangle within which no planting, landscaping or building shall occur that will cause sight restrictions for vehicle drivers. The sight triangle is defined in Article III, Section 2. (Also see Article XXXII, Attachment # 1).

## 2. Side Yard:

- (a) Except as provided in other sections of this Ordinance, there shall be a side yard having a width of not less than five feet (5') on each side yard of a building, measured at right angles from the nearest point on the side lot line of the lot to the nearest point of the wall or projection of the structure (whichever is closest), establishing a setback line parallel to the side lot line which extends between the front and rear setbacks thirty-five feet (35') or less in height, and there shall be a side yard having a width of not less than eight feet (8') on each side of a building in excess of thirty-five feet (35').
- (b) Whenever a lot of record as of the effective date of this Ordinance has a width of fifty feet (50') or less, the side yard on each side of a building may be reduced to a width of not less than three feet (3') providing the height of the building does not exceed thirty-five feet (35').
- (c) Whenever a side yard abuts an alley or easement the side yard shall be not less than eight (8) feet. Alleys or easements shall not be included in the setback.
- (d) Any development which follows the Row housing specifications of Article XXV, may have a zero (0) foot side yard.

## 3. Rear Yard:

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

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

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

## ARTICLE IX

### Section 1. "PUD" Planned Unit Development District

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

### **D. Use Regulations:**



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

**E. General Requirements:**

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

**F. Public Hearings and Preliminary Development Plan Submitted:**

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

**G. Final Development Plan**

1. The final development plan shall be submitted to the secretary of the Planning Commission a minimum of thirty (30) days prior to the regularly scheduled Planning Commission meeting.

2. The final development plan shall include drawings, specifications, covenants, easements, and conditions as set forth in the approval of the preliminary development plan.
3. The final plan may be for all or any part of the approved preliminary plan.

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

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

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

(This page intentionally left blank)

## ARTICLE X

### Section 1. "MH" Manufactured Home District

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

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

**C. Use Regulations:**

1. Manufactured homes on permanent foundations bearing a label certifying that it was built in compliance with National Manufactured Home Construction and Safety Standards promulgated by the U. S. Department of Housing and Urban Development. Mobile homes or Manufactured Homes built 20 years prior to the date of application to install do not qualify.
2. Community recreation areas and buildings.
3. Schools: Public or parochial elementary, middle schools, high schools, and private with a recognized equivalent curriculum.
4. Churches and similar places of worship and parish homes.
5. *Accessory* uses customarily incidental to the principal use.
6. The following uses may be allowed by special use permit when submitted, reviewed and approved by the Board of Zoning Appeals.
  - (a) Home Occupations
  - (b) Day Care Homes

**D. Intensity of Use Regulations:**

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

**E. Yard Regulations:**

**1. Front Yard**

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

## **2. Side Yard**

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

## **3. Rear Yard:**

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

## ARTICLE XI "M-P" MANUFACTURED HOME PARK DISTRICT

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

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

### **Section 3. Definitions:**

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

### **Section 4. Use Regulations:**

- A. Manufactured Homes.
- B. The following uses may be allowed by special use permit when submitted, reviewed, and approved by the Board of Zoning Appeals.

- (a) Home Occupations
- (b) Day Care Homes

## **Section 5. General Requirements:**

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

A preliminary plat is not required for manufactured home rezoning.

3. The Planning Commission shall review the preliminary site plan at the rezoning hearing and submit comments to the developer.
  4. If the rezoning is approved by the Planning Commission and the Liberal City Commission, the applicant will be instructed to submit a final site plan and a final plat. The final plat will be prepared in accordance with the Liberal City Subdivision Regulations and will be filed with the Register of Deeds. The final plat shall show public easements, right-of-ways and other public property dedications. The final site plan will be approved by the Planning Commission and the City Commission and placed on file with the Building Official.
  5. Construction permits shall be issued by the Building Official in accordance with the approved final plat and site plan.
  6. Any amendments to the final site plan shall be submitted to the Planning Commission and City Commission before the Building Official issues a construction permit.
  7. All preliminary plans for a Manufactured Home Park shall be accompanied by a payment of a fee of \$100.00 plus \$2.00 per manufactured home lot space.
  8. All applications for construction permits shall be accompanied by the Payment of a fee of two dollars (\$2.00) per manufactured home space. Applications shall be on forms provided by the City.
- E. The Manufactured Home Park shall conform to the following requirements:
1. The park shall be located on a well-drained site, properly graded to insure rapid drainage and freedom from stagnant pools of water.
  2. Manufactured Home Parks shall have a maximum density of eight (8) manufactured homes per gross acre and minimum space of thirty-two hundred square feet (3,200 sq. ft.) for each manufactured home.
  3. Each manufactured home space shall be at least thirty- five feet (35') wide and clearly defined.
  4. Manufactured homes shall be so located on each space that there shall be at least twenty feet (20') of clearance between manufactured homes; provided that with respect to manufactured homes parked end-to-end, the end-to-end clearance may be less than twenty feet (20'), but shall not be less than fifteen feet (15'). No manufactured home shall be located closer than twenty-five feet (25') from any building within the park or from any property line bounding the park.



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

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

**Section 7. Service Buildings:**

- A. Service buildings, housing sanitation and laundry facilities or any of such facilities, shall be permanent structures complying with all applicable codes, ordinances and statutes regulating buildings, electrical installations, and plumbing and sanitation systems.
- B. All service buildings and the grounds of the park shall be maintained in a clean, sightly condition and kept free of any debris that will be a menace to the health of any occupant or the public or constitute a nuisance.

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

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

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

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

**Section 12. Register of Occupants:**

- A. It shall be the duty of each licensee and permittee to keep a register containing a record of all manufactured home owners and occupants listed within the park. The register shall contain the following information:
  - 1. The name and address of each manufactured homeowner or tenant occupying a manufactured home.
  - 2. The name and address of the owner of each manufactured home.
  - 3. The make, model, year and license number of each manufactured home.
  - 4. The state, territory or country issuing such licenses.
  - 5. The date of arrival and departure of each manufactured home.
- B. The manufactured home park owners, manager or caretaker shall keep the register available for inspection at all times by law enforcement officers, health officials and other officials whose duties necessitate acquisition of the information contained in the register.
- C. The register record for each occupant registered shall not be destroyed for a period of three (3) years following the date of departure of registrant from the park.

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

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

- A. The Building Official is hereby authorized and directed to inspect the manufactured home units and parks not less than annually to determine satisfactory compliance with this Article.
- B. The Building Official shall have the power to enter at reasonable times upon any private or public property for the purpose of inspecting and investigating conditions relating to the enforcement of this Article.
- C. The Building Official shall have the power to inspect the register containing a record of all residents of the manufactured home park.
- D. It shall be the duty of the park management to give the Building Official free access to all lots at reasonable times for the purpose of inspection.
- E. It shall be the duty of every occupant of a manufactured home park to give the owner thereof or his agent or employee access to any part of such repairs or alterations as are necessary to effect compliance with this Article.
- F. Whenever, upon inspection of any manufactured home park, the Building Official finds that conditions or practices exist which are in violation of any provision of this Article, the Building Official shall give notice in writing in accordance with Section 16 to the person to whom the license was issued that unless such conditions or practices are corrected within a reasonable period of time specified in the notice by the Building Official, the license shall be suspended. At the end of such period, the Building Official shall reinspect such manufactured home park and if such conditions or practices have not been corrected, he shall suspend the license and give notice in writing of such suspension to the person to whom the license is issued. Upon receipt of notice of such suspension, such person shall cease operation of such manufactured home park except as provided in Section 16 of this Article.

**Section 15. License and License Fee:**

- A. It shall be unlawful for any person to maintain or operate a manufactured home park unless he holds a valid license issued annually by the City in the name of the person for the specific manufactured home park. All applications for licenses shall be made to the City Clerk, who shall issue a license upon compliance by the applicant with provisions of this Article. No license issued hereunder shall be transferable.
- B. Applications and Fees:
  - 1. Applications for original license shall be in writing, signed by the applicant, accompanied by an affidavit of applicant as to the truth of the application and by payment of a fee of five dollars (\$5.00) per space, not to exceed \$50.00, and shall contain:

- (a) The name and address of the applicant.
  - (b) The location and legal description of the manufactured home park.
  - (c) An affidavit showing the number of manufactured homes within the park.
- 2. Applications for renewals of licenses shall be made in writing by the holders of the license, shall be accompanied by payment of a fee of two and one-half dollars (\$2.50) per lot and shall contain any change in the information submitted since the original license was issued or the latest renewal granted.
- 3. All license fees shall be for the calendar year, shall not be prorated and shall expire on December 31st of each year.
- C. Any person whose application for a license under this Article that has been denied may request and shall be granted a hearing on the matter before the City Commission under the procedure provided by Section 16 of this Article.
- D. Every person holding a license shall give notice in writing to the City Clerk within twenty-four (24) hours after having sold, transferred, given away, or otherwise disposed of interest in or control of any manufactured home park.

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

- A. Whenever the Building Official determines that there are reasonable grounds to believe that there has been a violation of any provision of this Article, the Building Official shall give notice of such alleged violation to the person to whom the permit or license was issued as hereinafter provided:
  - 1. Be in writing.
  - 2. Include a statement of the reasons for its issuance.
  - 3. Allow a reasonable time for the performance of any act it requires.
  - 4. Be served upon the owner, or his agent, as the case may require.  
 Provided, that such notice or order shall be deemed to have been properly served by any method authorized or required by the laws of this state.
  - 5. Contain an outline of remedial action, which, if taken, will effect compliance with the provisions of this Article.
- B. The owner, or tenant, affected by any notice which has been issued in connection with the enforcement of any provision of this Article may request and shall be granted a hearing on the matter before the City Commission; provided, that such person shall file in the office of the City Clerk a written petition requesting such hearing and setting forth a brief statement of the

grounds therefore within ten (10) days after the notice was served. The filing of the request for a hearing shall operate as a stay of the notice and of the suspension, except in the case of an order issued under Subsection D. Upon receipt of such petition, the City Commission shall set a time and place for such hearing and shall give the petitioner written notice thereof. At such hearing the petitioner shall be given an opportunity to be heard and to show why such notice should be modified or withdrawn.

- C. After such hearing, the City Commission shall make findings as to compliance with the provisions of this Article and shall issue an order in writing sustaining, modifying or withdrawing the notice, which shall be served. Upon failure to comply with any notice of the Building Official or any order of the City Commission, sustaining or modifying a notice, the license or permit of the manufactured home park affected by the notice or order shall be revoked and the construction or operation of the manufactured home park shall be terminated on the terms and conditions then specified by the Building Official or City Commission, as the case may be.
- D. Whenever the Building Official finds that an emergency exists which requires immediate action to protect the public health, he may, without notice or hearing, issue an order reciting the existence of such an emergency and requiring that such action be taken as he may deem necessary to meet the emergency, including the suspension of the permit or license. Notwithstanding any other provision of this Article, such order shall be effective immediately. Any person to whom such an order is directed shall comply therewith immediately, but may petition in the manner provided for in Subsection B and C of this section.

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

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

## ARTICLE XII TRAVEL TRAILER PARK (TT-P)

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

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

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

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

### **Section 3. General Requirements:**

- A. The applicant for a Travel Trailer Park must satisfy the Planning Commission that he is financially able to carry out the proposed play. He shall prepare and submit a schedule for construction, which shall provide for commencement of construction within a period of one (1) year following the approval of the Planning Commission and which shall be completed within a period of two (2) years.
- B. The applicant for a Travel Trailer Park shall prepare or cause to be prepared, a development plan and shall present three (3) copies of said plan for review by the Planning Commission. This plot plan shall conform with the following requirements:
1. The Travel Trailer Park shall be located on a well-drained site that is not subject to objectionable noise, smoke, odors, or other objectionable influences. Exposed ground surfaces shall be paved, covered with stone or other solid materials capable of preventing and eliminating dust.
  2. Travel Trailer Parks shall have a maximum density of twenty-five (25) trailer spaces per acre. A minimum of five hundred square feet (500 sq. ft.) shall be provided for each trailer space.
  3. The horizontal distance between adjacent trailers shall be not less than ten feet (10').
  4. Interior vehicular roads shall have minimum driving widths as follows:
    - (a) One way, parking prohibited.....11 feet
    - (b) One way, parking on one (1) side only.....18 feet
    - (c) Two way, parking prohibited.....24 feet
    - (d) Two way, parking on one (1) side only.....27 feet
    - (e) Two way, parking on both sides..... 34 feet
  5. All roadways and walkways within the travel trailer park shall be paved, covered with stone or other hard surface material. Roadways shall be adequately lit.

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

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

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

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



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

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

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

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

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

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

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

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

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

- A. The name and address of each trailer owner or tenant.
- B. The name and address of each owner of a motor vehicle.
- C. The date of arrival and departure of each trailer.
- D. The license tag number of each vehicle.

**Section 9. Permit Application and Fees:**

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

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

provisions of this Article, the Governing Body shall have the power to revoke said permit.

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

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

**ARTICLE XIII**  
**“C-O” COMMERCIAL OFFICE BUILDING DISTRICT**

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

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

**Section 3. Use Regulations:**

- A. Abstractors.
- B. Accountants.
- C. Advertising.
- D. Architects.
- E. Bars and Clubs.
- F. Brokers.
- G. Communication towers. (meeting the requirements of Article XXV, Section 1, K, of this code)
- H. Dentists.
- I. Employment Agencies.
- J. Engineers.
- K. Government Offices.
- L. Labor Organizations.
- M. Lawyers.
- N. Microbreweries, micro distilleries and wineries.
- O. Physicians, Osteopaths, Chiropractors, Optometrists, Psychologists.
- P. Real Estate and Insurance.
- Q. Restaurants (including the sale of alcohol for consumption).
- R. Telephone Answering Service.
- S. Travel Agency.
- T. Radio and Television Studios.
- U. Similar Office Related Uses.

**Section 4. Exceptions:** None.

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

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

**Section 7. Yard Regulations:**

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

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

**ARTICLE XIV**  
**"C-1", NEIGHBORHOOD SHOPPING DISTRICT**

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

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

**Section 3. Use Regulations:**

A. Standard allowed uses:

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

29. Shoe repair and shoeshine shops.

- B. The following uses may be allowed by special use permit when submitted, reviewed and approved by the Board of Zoning Appeals:
1. Children's amusement parks.
  2. Drive-in theaters.
  3. Miniature golf courses.
  4. Pre-Schools.
  5. Child Care Centers.
  6. Any use following the Land Use & Growth Framework of the comprehensive plan

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

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

**Section 6. Yard Regulations:**

A. **Front Yard:**

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

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

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

## ARTICLE XV "C-2" GENERAL COMMERCIAL DISTRICT

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

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

### **Section 3. Use Regulations:**

#### **A. Standard allowed uses:**

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



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

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

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

- A. Pre-Schools
- B. Child Care Centers.
- C. Taverns
- D. Massage parlors
- E. Any special use allowed in C-1 Neighborhood Shopping District.

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

**Section 6. Yard Regulations:**

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

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

## ARTICLE XVI “C-3” CORE COMMERCIAL DISTRICT

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

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

### **Section 3. Use Regulations:**

#### **A. Standard Allowed Uses:**

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

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

- #### **A. Apartments and apartment buildings; Lodging House; Rooming House**

- B. Auditoriums and similar places of public assembly;
- C. Business and technical schools;
- D. Churches and similar places of worship;
- E. Hotels and motels;
- F. Meeting halls;
- G. Taverns and clubs where malt beverages are sold; and
- H. Massage Parlors.
- I. Any special use allowed in C-1 Neighborhood Shopping District.

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

**Section 6. Yard Regulations:**

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

## ARTICLE XVII “I-P” INDUSTRIAL PARK DISTRICT

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

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

### **Section 3. General Requirements:**

- A. The tract for use as an Industrial Park District shall be not less than ten (10) acres in area.
- B. An applicant for a change in zoning to "I-P" must satisfy the Planning Commission that he has the ability to carry out the proposed plan and shall prepare and submit a schedule for construction. The proposed construction shall begin within a period of two (2) years following approval by the Governing Body and forty percent (40%) of the total planned construction shall be completed within a period of three (3) years following such approval.
- C. Such applicant also shall prepare and submit a rezoning application and a preliminary development plan for review and approval by the Planning Commission, which shall include:
  1. A topographic map showing contours at intervals of one foot (1').
  2. A plot plan showing:
    - (a) Building locations on the tract to conform with the yard requirements in Section 7 below.
    - (b) Access from streets.
    - (c) Parking arrangements and number of spaces (all parking shall be off-street) to conform with Section 8 below.
    - (d) Interior drives and service areas.
    - (e) Landscaped buffer strips to conform with Section 7 below.
  3. Location map showing the development and zoning of the adjacent property within two hundred feet (200'), including the location and the type of buildings and structures thereon.

4. The full legal description of the boundaries of the properties to be included in the area to be zoned "I-P" Industrial Park District.
  5. A map showing the general arrangement of streets within an area of one thousand feet (1,000') from the boundaries of the area to be zoned "I- P" Industrial Park District.
  6. A map showing location of proposed sewer, water and other utility lines.
  7. A description of general character of the proposed buildings.
- D. Upon approval of the preliminary development plan by the Planning Commission, the applicant shall prepare and submit a final development plan, which shall incorporate any changes or alterations requested. The final development plan and the Planning Commission recommendation shall be forwarded to the Governing Body for review and final action.

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

A. Standard Allowed Uses:

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

- 18. Truck and rail terminals.
- 19. Upholstering shops.
- 20. Warehouses or storage houses.
- 21. Wholesale houses.
- 22. Above ground flammable liquid storage tanks are permitted if all other requirements are met.

B. The following uses may be allowed by special use permit when submitted, reviewed and approved by the Board of Zoning Appeals:

- 1. Any use following the Land Use & Growth Framework of the comprehensive plan

### **Section 5. Intensity of Use Regulations:**

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

### **Section 6. Height Regulations:**

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

### **Section 7. Yard Regulations:**

- A. **Front Yard:** A front yard of thirty feet (30') shall be required for uses permitted in this district, except as provided in the Additional Height, Area and Use Regulations of this Ordinance.
- B. **Side Yard and Rear Yard:** No side yard or rear yard shall be required for uses in this district except where such use abuts a residential district zone, in which case there shall be required fifteen feet (15') of side and/or rear yard on the side of the lot and/or on the rear of the lot which abuts the



residential district. Said fifteen feet (15') shall contain a fence or wall and a shrub border to screen residential zoned property from the proposed use. The wall and shrub border shall be adequately maintained by the property owner.

**Section 8. Enclosures Other Than Buildings:**

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

## ARTICLE XVIII "I-1" LIGHT INDUSTRIAL DISTRICT

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

- A. Require intensive land coverage.
- B. Generate large volumes of vehicular traffic.
- C. Create obnoxious sounds, glare, dust or odor.

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

**Section 3. Use Regulations:**

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

**Section 4. Intensity of Use Regulations:**

- A. A building, structure or use allowed in this district may occupy all that portion of the lot except for that area required for off-street parking and off-street loading and unloading and their access roads and as otherwise required in Section 6.

- B. In the case where the required off-street parking and/or loading and unloading will be provided within the building or structure, then the structure may cover the entire lot except as otherwise required in Section 6 below.

#### **Section 5. Height Regulations:**

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

#### **Section 6. Yard Regulations:**

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

## **ARTICLE XIX**

### **“I-2” HEAVY INDUSTRIAL DISTRICT**

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

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

**Section 3. Use Regulations:**

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

**Section 4. Intensity of Use Regulations:**

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

**Section 5. Height Regulations:**

- A. When a building or structure is within one hundred fifty feet (150') of a residential district zone, said building or structure shall not exceed forty- five feet (45') in height.

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

#### **Section 6. Yard Regulations:**

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

**ARTICLE XX**  
**“I-2A” HEAVY INDUSTRIAL DISTRICT**

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

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

**Section 3. Use Regulations:**

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

**Section 4. Intensity of Use Regulations:**

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

## **Section 5. Height Regulations:**

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

## **Section 6. Yard Regulations:**

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

## **ARTICLE XXI SIGN REGULATIONS**

**Section 1. Intent and Purpose:** It is the intent and purpose of these sign regulations to qualify, supplement or define the allowable uses of the several types of signs allowed in the district regulations appearing elsewhere in this regulation.

**Section 2. Applicability:** Any freestanding sign shall, by definition, be a structure. No land, personal property or structure shall be used for sign purposes except as specified herein. All signs legally existing at the time of passage of these regulations may remain in use under the conditions of legal nonconformance. Signs in legal nonconformance shall not be enlarged, moved, lighted, or reconstruct; however, the change of the advertising display shall not be restricted except as previously stated. No sign shall be erected, enlarged, constructed or otherwise installed without first obtaining a sign permit, and a sign permit shall be legally issued only when in compliance with this sign regulation. All signs shall be constructed in such a manner and of such material that they shall be safe and substantial.

**Section 3. Submission Requirements:** A complete application for a Sign Permit shall be submitted to the Building Inspector in a form established by the City, along with pictures or drawings showing the proposed signs.

**A. Review and Action:** The Building Inspector shall review the sign permit application in detail for the purpose of determining whether the proposed sign complies with all the applicable sign regulations of this Article, if applicable. After the submission of the completed application for a Sign Permit, the Building Inspector shall either:

1. Issue the Sign Permit, if the sign complies in every respect with the standards of this Article, if applicable; or
2. Deny the Sign Permit if the sign fails in any way to comply with the standards of this Article. If denied, the Building Inspector shall specify all reasons for the denial.

**B. Classification of Signs:**

1. Functional Types:

- (a) Bulletin Board Sign: A sign that indicates the name of an institution or organization on whose premises it is located and which contains the name of the institution or organization, the name or names of persons connected with it, and announcement of persons, events or activities occurring at the institution. Such sign may also present a greeting or similar message.



- (b) Business Sign: A sign which directs attention to a business or profession conducted, or to products, services or entertainment sold or offered upon the premises where such sign is located, or to which it is affixed.
- (c) Identification Sign: A sign giving only the name and address of a structure, business, development or establishment. Such signs may be wholly or partly devoted to a readily recognized symbol.
- (d) Memorial Sign: A sign, monument or statue serving to help people remember some person or event.
- (e) Name Plate Sign: A sign giving the name and/or address of the owner or occupant of a structure or premises on which it is located and, where applicable, a professional status.
- (f) Temporary Portable Display Sign: Any movable display structure, capable of relocation, under its own power, or towed by a motor vehicle. The display message of the sign may be painted or non-painted and capable of being readily altered. Portable display signs may be with or without electrical illumination and power, and with or without wheels.
- (g) Temporary Sign: A display sign as listed below that is limited in time that such sign may remain in use either by the limitations of these regulations or the conditions of a sign permit.
  - (1) Real Estate Sign: A sign pertaining to the sale or lease of a lot or tract of land on which the sign is located, or to the sale or lease of one or more structures, or a portion thereof on which the sign is located.
  - (2) Development Project (Construction) Sign: A sign indicating the names of the architects, engineers, landscape architects, contractors and similar artisans involved in the design and construction of a structure, complex or project only during the construction period and only on the premises on which the construction is taking place.
  - (3) Political Campaign Signs: A sign relating to a candidate, political party, ballot issue or other issue to be voted upon in any public election.
- (h) Electronic Message Centers: Freestanding and wall signs are allowed by permit with the following restrictions:
  - (1) Freestanding and wall signs, which function as an electronic message centers shall not exceed a total display area as listed.

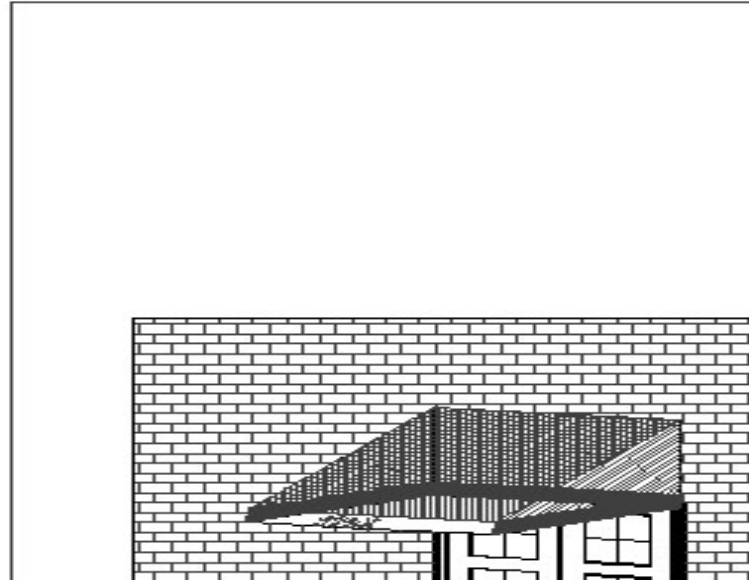
Along US 54 and the 83 By Pass 150 square feet, Commercial and Industrial Districts 100 square feet, and signs that are used by schools or churches in Residential Districts 50 square feet. This display area will be subtracted from the total display area allowed;

- (2) No electronic message center shall be erected without a light detector/photocell, or a scheduled dimming timer by which the sign's brightness shall be dimmed when the ambient light condition darkens. Electronic message center signs shall not display an illuminative brightness exceeding (400) NITs at any time between one-half (1/2) hour after sunset until one-half (1/2) hour before sunrise or five thousand (5,000) NITs between one-half (1/2) hour before sunrise until one-half (1/2) hour after sunset.
- (3) Electronic message centers are permitted to utilize the static display with "fade" or "dissolve" transitions and frame effect. Electronic message center may be changed at periodic intervals by said entry and exit effects provided that the minimum message time for a message shall be three (3) seconds. Transition time between frames shall not exceed two (2) seconds nor be less than a minimum of 0.3 seconds;
- (4) Electronic message centers shall be turned off no later than 10:00 PM if located within one hundred (100) feet of a residentially zoned district;

(a) Structural Types:

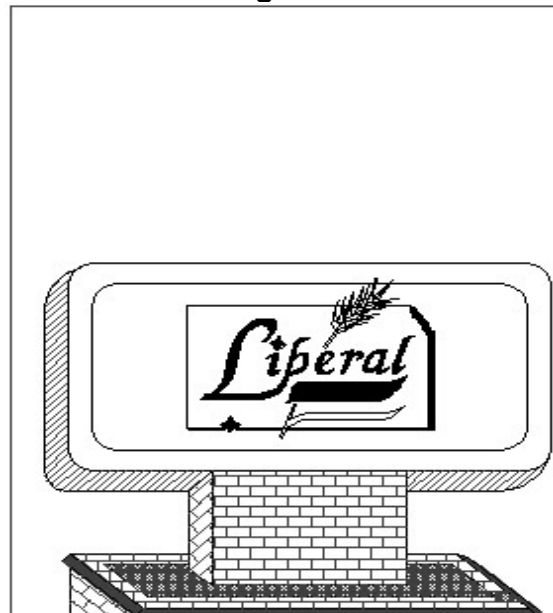
- (a) Advertising Signs: (Billboards) A sign which directs the attention of the public to any goods, merchandise, property, business, service, entertainment or amusement conducted or produced which is bought or sold, furnished, offered or dealt in elsewhere than on the premises where such sign is located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

**Figure 3**  
**Canopy Sign**



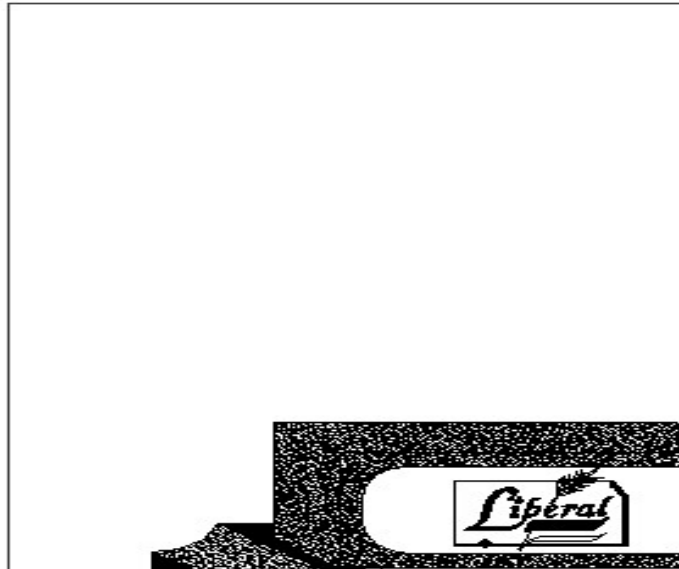
- (c) Ground Sign: Any sign placed upon, or supported by, the ground independent of the principal structure on the property, where the bottom edge of the sign is less than six feet above the ground, and the base is no less than 50 percent of the width of the face of the sign, presenting a monolithic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

**Figure 4**  
**Ground Sign**



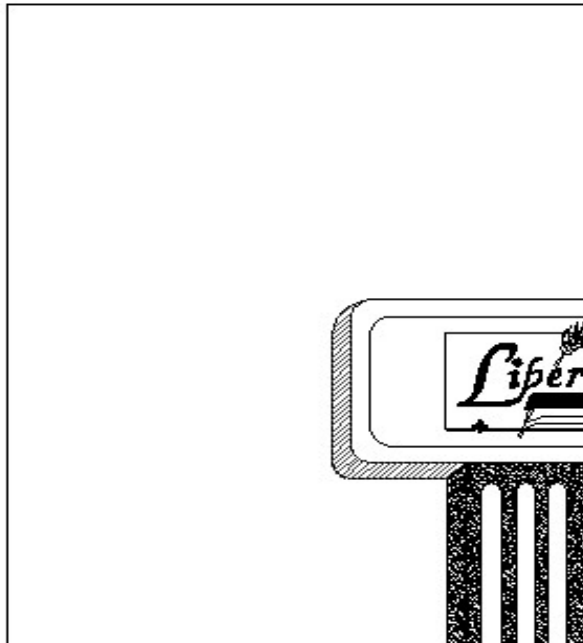
- (d) Monument Sign: Any sign whose base is greater in width than the face of the sign, and whose height is no greater than 6 feet.

**Figure 5**  
**Monument Sign**



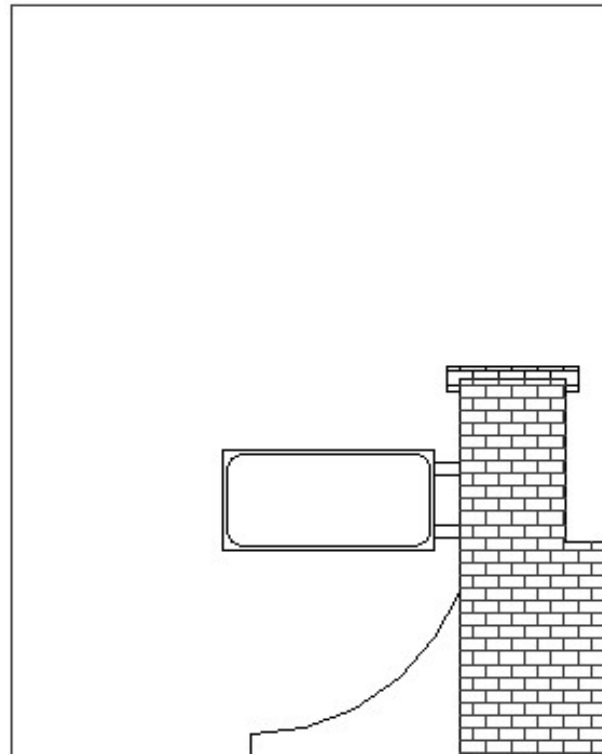
- (e) Elevated Sign: Any sign placed upon, or supported by, the ground independent of the principal structure on the property where the bottom edge of the sign is ten feet or more above the ground level.

**Figure 6**  
**Elevated Sign**



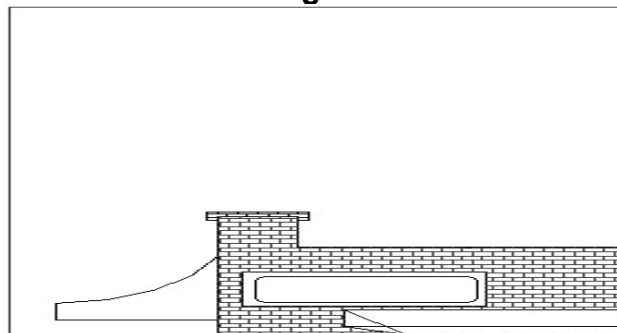
- (f) Projecting Sign: A sign that is wholly or partly dependent upon a structure for support and which projects more than 12 inches from such structure.

**Figure 7**  
**Projecting Sign**



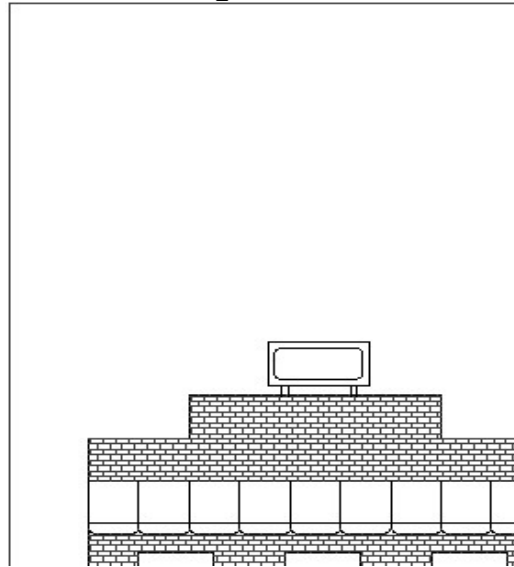
- (g) Wall Sign: A sign fastened to or painted on a wall of a structure in such a manner that the wall becomes merely the supporting structure or forms the background surface, and which does not project more than 12 inches from such structure.

**Figure 8**  
**Wall Sign**



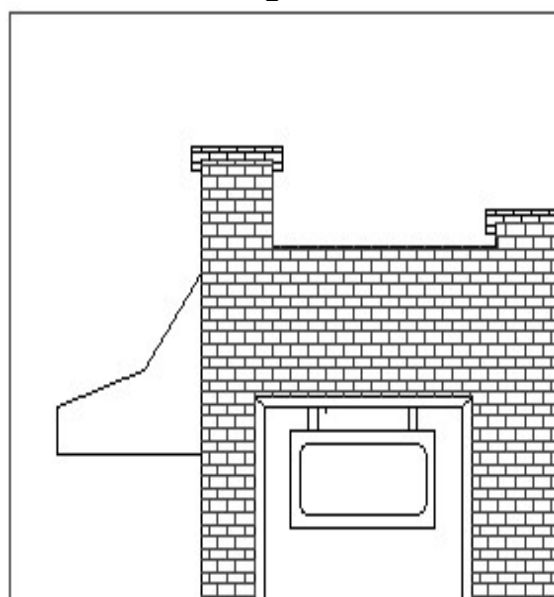
- (h) Roof Sign: A sign primarily supported on the roof of a structure. Roof signs shall not project more than 12 inches beyond the face of the structure.

**Figure 9**  
**Roof Sign**



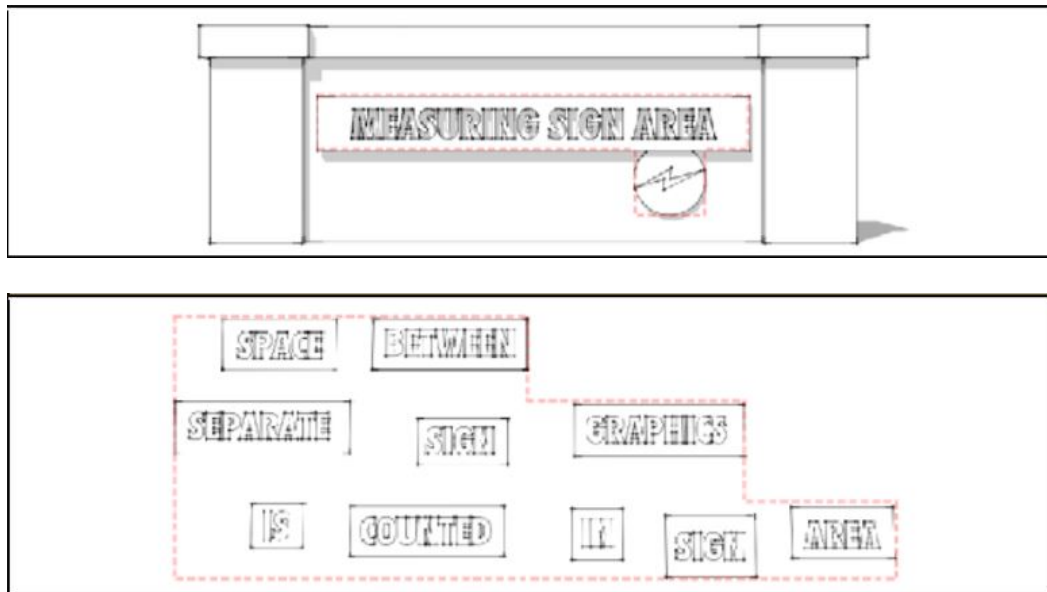
- (i) Window Display Sign: Any sign, pictures, symbol, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale, or service that is placed inside a window or upon the windowpanes or glass and is visible from the exterior of the window.

**Figure 10**  
**Window Sign**



#### Section 4. General Standards:

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



- B. Sign Height:** Sign height shall be measured from the ground elevation at the base of the sign to the highest element of the sign.
- C. Sign Spacing:** No pole, ground, or interstate service sign shall be authorized within fifty (50) feet of another such sign on the same side of any one street, and no advertising sign shall be authorized except as follows:
1. **Minimum Spacing for Advertising Signs:** The spacing of Advertising Signs shall be in accordance with the state of Kansas at K.S.A. 68-2231, *et. seq.*; except that, no advertising sign shall be closer than 660 feet from another advertising sign on either side of the road, measured along the center line of the pavement between points directly adjacent to each respective Advertising Sign.

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

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

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

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

1. A sign, which displays the current time and/or temperature by use of intermittent lighting shall not be deemed a flashing sign if the lighting changes are limited to text indicating time, temperature or other public messages.
2. A sign that utilizes a screen for the display of an electronically generated image or message via either internal illumination of the screen or external projection onto the screen, such as but not limited to Light Emitting Diodes (LED) or other digital or electronic technology that allows intermittent



change of the message or animated display by electronic signal shall be considered an Electronic Sign.

3. The required setbacks for Electronic Message Boards using (LED) Light Emitting Diodes for displays is none, and shall not be within the line of sight of any traffic signal control device. The bottom edge shall be a minimum height of (10') ten feet from grade as set forth in this Article.
4. Flashing, Moving or Electronic Signs in direct vision of a traffic signal shall not be in red, amber or green illumination.

**F. Obstruction to Doors, Windows or Fire Escapes or other Access Way:**

No sign shall be created, relocated, or maintained so as to prevent free ingress to or egress from any door, window, or fire escape or other access way. No sign of any kind shall be attached to a standpipe or fire escape.

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

**H. Traffic Safety:**

1. No sign shall be maintained at any location where by reason of its position, size, shape or color, may obstruct, impair, obscure, interfere with the view of, or be confused with any traffic or railroad control sign, signal or device, or where it may interfere with, mislead, or confuse traffic; or which makes use of the words "Stop," "Look," "Drive-In," "Danger" or any other word, phrase, symbol or character in such a manner as to interfere with, mislead or confuse traffic.
2. Any sign located within three (3) feet of a driveway or within a parking area shall have its lowest elevation at least ten feet above the curb level; however, in no event shall any sign be placed so as to project over any public right-of-way.
3. Under no circumstances shall any sign other than traffic or public regulatory signs as exempted in Section 5 A.2 be placed in the sight triangle as defined by this regulation.

**I. Lineal Street Frontage:** In those districts where gross sign area is allocated based on lineal street frontage and the tract or parcel is adjacent to more than one street, the lineal street frontage shall be computed as follows:

1. For those tracts or parcels other than commercial development located on major streets as designated in the Major Street Plan of the

Comprehensive Plan, the lineal street frontage shall be the distance of that property line abutting the major street.

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

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

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

1. Scale includes both human scale and proportion. Signs shall be proportional to the element they are attached to and the facade as a whole.
2. Context includes form, style, color, balance and structure lines:
  - (a) **Form:** Sign shape and its relationship to the structure or service offered.
  - (b) **Style:** Historical, eclectic, modern or contemporary shapes, texts and colors.
  - (c) **Color:** Analogous or complementary in relation to site or structure.
  - (d) **Balance:** Location of sign in structure element relating to balance through location, mass and color.
  - (e) **Structure Lines:** Major lines of building elements and compatibility to outlines, horizontal and vertical lines such as roof line, ground line, window lines, etc.

- L. All signs must be constructed of permanent all-weather materials.
- M. **Permit Required:** No sign may be erected or altered until a sign permit has been issued by the Building Inspector.
1. **Application:** Application for permits required under this Article shall be made on forms provided by the Building Inspector and accompanied by the following, if required by the Building Inspector or if required by the provisions hereof:
    - (a) Plans and specifications of the proposed sign; and engineer's certificate certifying the proposed sign and its construction to be of safe design; the right to inspect all permanent signs and marquees prior to their installation and erection and prior to the issuance of a permit.
  2. **Permit Fees:** Every application before being granted a permit hereunder, shall pay to the Building Inspection Department the following permit fee for each such sign or other advertising structure regulated by this Article:
    - (a) All signs requiring a permit, other than temporary, the fees are found in Exhibit-C Article 6 of the Code of the City of Liberal.
    - (b) Temporary Signs - \$1.00 when required.
  3. **Inspection:** As soon as a sign has been erected, the permittee shall notify the Building Inspector who shall inspect such sign and approve the same if it complies with the provisions of the Article. The Building Inspector may, from time to time, as he deems necessary, inspect all signs or other advertising structure regulated by this Article for the purpose of ascertaining whether the same is secure or insecure or whether it is in need of removal or repair.
  4. **Permit Revocable at Any Time:** All rights and privileges acquired under the provisions of this Article or any amendment thereto, are mere licenses revocable at any time by the Building Inspector; and all such permits shall contain this provision.
- N. **Façade:** A façade shall be considered any face of a building given special architectural treatment.

## **Section 5. Exemptions:**

- A. **Total Exemptions:** The following signs shall be exempt from the requirements of this Article, except for the provisions of Sections 4,A through 4,N above.

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

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

1. Non-illuminated name plate signs showing only the name and/or address of the occupant, fastened flat against the wall and not exceeding six (6) square feet in gross service area.
2. Bulletin board signs not exceeding 100 square feet in gross area accessory to a church, school or public or nonprofit institution.

3. Business signs when located on property used for agricultural purposes and pertaining to the sale of agricultural products produced on the premises.
4. Temporary Signs:
  - (a) Real estate signs not exceeding six (6) square feet in area for residentially zoned properties and up to thirty-two (32) square feet in area for all other properties.
  - (b) Development Project (Construction) signs.
  - (c) Political campaign signs.
5. Window display signs not exceeding 25% of the window surface in commercial and industrial districts.

## **Section 6. Prohibited Signs:**

- A. Signs on Public Property:** Any sign installed or placed on public property, except in conformance with the requirements, shall be forfeited to the public and subject to confiscation, except that logo signs on public athletic fields shall be allowed. In addition to other remedies hereunder, the City shall have the right to recover from the owner or person placing such a sign the full costs of removal and disposal of such sign.
- B. Obscene or Indecent Advertisement:** No person shall display upon any sign or other advertising structure any obscene, indecent or immoral matter.
- C.** Roof signs mounted or projecting above the highest roof line.
- D.** Elevated signs located higher or projecting above the highest roof line on that property or adjacent properties if no structure exists on the property where the sign is located.
- E.** Projected signs.
- F.** Any sign located on public right-of-way except those signs required by governmental authority or political signs as may be permitted.
- G.** Any wood pole mounted "billboard" sign. (Exception: wood post or steel base permanent all-weather construction.)
- H.** Flashing or moving signs.

## **Section 7. Temporary Portable Display Signs, with or Without Wheels**

**Attached:** No portable sign shall be permitted to be placed on display, at the same business location, for longer than a period of thirty (30) days. Additionally, a thirty (30) day waiting period must lapse prior to issuance of another permit for a thirty (30) day period.

- A. Area. Temporary portable signs shall not exceed thirty-two (32) square feet in area.
- B. Public Right-of-Way. Temporary portable signs shall not be placed within or project over the public right-of-way.
- C. Other Signs. Temporary portable signs shall not be placed within twenty (20) feet of any ground sign or another temporary portable sign which pertains to another commercial or industrial property.
- D. Safety. Temporary portable signs shall be of rigid construction and anchored or weighted to prevent movement and overturning by the wind.
- E. Electricity. Electrical lines shall not lie on the ground where vehicular or pedestrian traffic is permitted. Use of ungrounded extension cords is prohibited. In addition, the sign must be protected by a ground fault circuit interrupter in accordance with the requirements of the National Electrical Code.
- F. Commercial Multiple Occupancy Centers. Commercial multiple occupancy centers are to be allowed one sign per street frontage for the entire center and each tenant is to be allowed to display a temporary portable sign for the allotted time period.
- G. Flashing Lights. Any light not constant in intensity and color at all times shall not be permitted on a temporary portable sign.

**SECTION 8. Temporary Signs:** Temporary signs shall be erected and maintained in a safe and attractive manner and shall be subject to applicable regulations except as specifically modified herein.

- A. **Real Estate Signs:** Real Estate Signs shall be removed within one week of the date of sale, rental, or lease.
- B. **Development Project Signs:** Development project (construction) signs shall be thirty-two (32) square feet or less. Such signs are subject to yard area requirements and may be erected at the start of construction and shall be removed upon project completion.

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

## **SECTION 9. Maintenance:**

- A. All signs within the City shall be maintained in a safe condition and in such a manner that they shall not become a visual detriment to the community at large. The Building Inspector shall be charged with the responsibility and authority to inspect all signs within the City and direct the maintenance of said signs. Maintenance of signs is defined as keeping sign structures in a safe condition, free of rust, with broken glass or plastic replaced, electrical lights and other electrical operations in operable condition, letters and other sign components in the equivalent condition as on the sign permit or as approved.
- B. Should the Building Inspector find a non-maintained sign as defined above, it shall cause the owner of said sign to be notified as to the deficiency and the corrective action that needs to be taken.
- C. Should the owner fail to exhibit evidence of compliance within 30 days after the mailing of the letter of notification, the Building Inspector shall cause the owner to be cited for violation of this regulation.
- D. Painted Sign Maintenance: The owner of any sign as defined and regulated by this Regulation shall be required to have properly painted at least once every two (2) years all parts and supports of the sign, unless the same are galvanized or otherwise treated to prevent rust.

## **SECTION 10. Unsafe and Unlawful Signs:** If the building inspector shall find that any sign or other advertising structure regulated herein is unsafe or insecure or is a menace to the public or has been constructed or erected or is being maintained in violation of this Article, he shall give written notice to the permittee thereof to remove or alter the structure so as to comply with the standard herein set forth within ten (10) days after such notice.

- A. Construction and Stability: Signs shall be constructed to withstand a wind pressure of at least forty (40) pounds per square foot of surface and shall be structurally safe and securely anchored so that they will not be a menace to persons or property, and rigidly mounted so as not to swing. Building

mounted signs shall be adequately grounded where exposed to lightning. Flat mounted wall signs may exceed twenty-four (24) square feet only if made of noncombustible materials or approved combustible plastics as defined in Standard A60.1-1975 of the American National Standards Institute. Wooden supporting members shall be treated to prevent decomposition wherever they contact the ground. All display signs and the premises surrounding them shall be maintained and be kept free of noxious weeds and rubbish.

- B. **Removal of Certain Signs.** Any sign now or hereafter existing which no longer advertises a bona fide business conducted, or a product sold shall be taken down and removed by the owner, agent, or person having the beneficial use of the building or structure upon which such sign may be found within ten (10) days after written notification from the Building Inspector.

**SECTION 11. Nonconforming Signs:** Every sign or other advertising structure lawfully in existence on the adoption of this code shall not be altered or moved unless it be made to comply with the provisions of this Article, except as otherwise provided for herein.

- A. **Removal of Nonconforming Signs:** Should any nonconforming sign be damaged by any means to an extent of more than 50 percent of its replacement cost at the time of damage, it shall not be reconstructed except in conformity with the provisions of these regulations.

1. **Removal of On-Site Nonconforming Signs:** All on-site nonconforming signs not otherwise prohibited by the provisions of these regulations shall be removed or shall be altered to conform to the provisions of this regulation (a) when the nature of the business conducted on the premises changes and the sign is changed or modified either in shape, size or legend, or (b) when the name of the business changes and the sign is changed or modified either in shape, size or legend.
2. **Removal of signs upon destruction of principal structures:** When a principal structure is destroyed or removed due to natural or manmade circumstances, all signs on the property shall be removed within 90 days, unless a building permit has been issued to replace the structure within said time period.

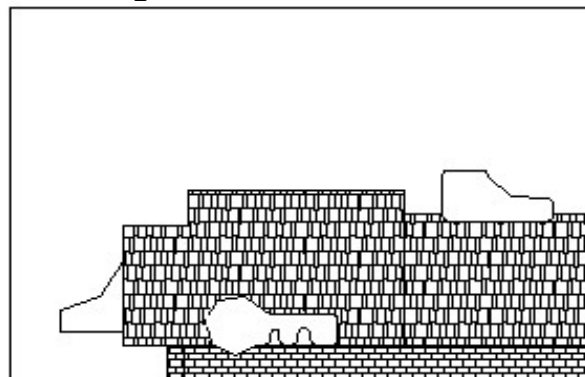
**SECTION 12. Office Parks, Shopping Centers and Planned Districts:** In the case of a proposed office park, shopping center, or other grouping of three or more tenants or establishments (new or remodeled), the developer shall prepare and submit to the Board of Zoning Appeals a master signage plan for all permanent exterior signs. Such plan shall set standards, which shall run with all leases or sales of portions of the development. A full and accurate



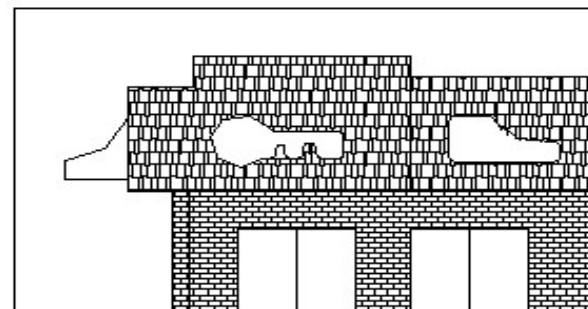
description of all signs shall be included indicating location, placement, materials, graphic design styles, type of illumination, etc. Final development plans shall not be approved until the Board of Zoning Appeals has approved the sign standards. For purposes of this section the terms “shopping center, office park, or their groupings,” shall mean a project of one or more buildings that has been planned as an integrated unit or cluster of units on property under unified control or ownership. The sale, subdivision, or other partition of the site does not exempt the project or portions thereof from complying with these regulations.

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

**Figure 12  
Sign Pattern**

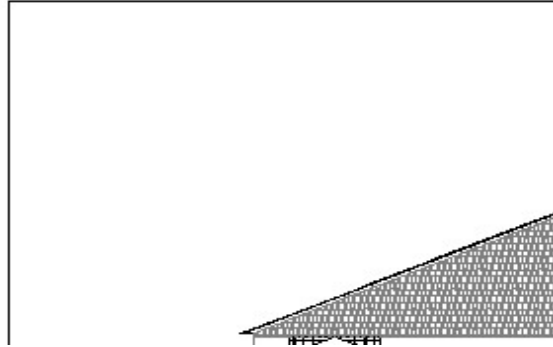


\*Inconsistent sign patterns create confusion.  
Signs within or above roof area are prohibited.

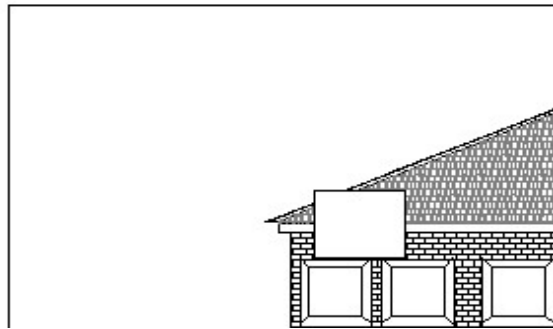


\*Employ a consistent sign pattern.

**Figure 13  
Sign Scale and Character**



\*Sign is in scale and character with building articulation.



\*Sign is out of scale and character with building.

| ZONING DISTRICT |  |  |  |  |  |  |  |  |  |
|-----------------|--|--|--|--|--|--|--|--|--|
|-----------------|--|--|--|--|--|--|--|--|--|

| AG-<br>R-S | R-1 | R-2 | R-3 | M-H | C-1 | C-2 | C-3 | I-1 | I-2 |
|------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|            |     |     |     | M-P |     |     |     |     |     |

| STANDARDS | A | A | A | A | B | C | C | D | D |
|-----------|---|---|---|---|---|---|---|---|---|
|-----------|---|---|---|---|---|---|---|---|---|

#### FUNCTIONAL SIGN TYPES

|                       |   |   |   |   |   |   |   |   |   |
|-----------------------|---|---|---|---|---|---|---|---|---|
| Bulletin Board        | P | P | P | P | P | P | P | P | P |
| Business Sign         | P | P | P | P | P | P | P | P | P |
| Construction Sign     | P | P | P | P | P | P | P | P | P |
| Identification Sign   | P | P | P | P | P | P | P | P | P |
| Name Plate Sign       | P | P | P | P | P | P | P | P | P |
| Portable Display Sign |   |   |   |   |   |   |   | S | S |
| Real Estate Sign      | P | P | P | P | P | P | P | P | P |

#### STRUCTURAL SIGN TYPES

|                                |   |   |   |   |   |   |   |   |   |
|--------------------------------|---|---|---|---|---|---|---|---|---|
| Advertising Sign               |   |   |   |   |   |   |   |   |   |
| Awning, Canopy or Marquee Sign |   |   |   |   | P | P | P | P | P |
| Ground Sign                    | P | P | P | P | P | P |   | P | P |
| Monument Sign                  |   |   |   |   | P | P |   | P | P |
| Elevated Sign                  |   |   |   |   |   | P |   | P | P |
| Projecting Sign                |   |   |   |   | P | P |   | P | P |
| Wall Sign                      | P | P | P | P | P | P | P | P | P |
| Roof Sign                      |   |   |   |   |   |   |   |   | P |
| Window Sign                    |   |   |   |   | P | P | P | P | P |

P – Permitted

S – Special Use

#### SECTION 13. Sign Standards:

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

#### Residential Uses:

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

**Non-Residential Uses**, Complying with Zoning:

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

**B. C-O Commercial Office District:**

1. Number of Signs Permitted:
  - (a) Awning, canopy or marquee signs and wall signs: One per facade.
  - (b) Ground, monument, elevated, or projecting signs: One per zoning lot.
2. General: Two (2) square feet for each lineal foot of store frontage; provided no single sign shall exceed a gross surface area of 250 square feet.

3. Maximum Height: All signs twenty-five (25).
  4. Required Setback: Extend to all property lines.
  5. Illumination: Illuminated signs shall be permitted.
- C. C-1 Neighborhood Business District, C-2 General Business District, and C-3 Central Business District:
1. Number of Signs Permitted:
    - (a) General:

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

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

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

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

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

Exception: Any lot with street frontage on multiple sides, may have an additional sign along another street frontage provided there is room on said lot to separate the signs by no less than 150 feet.
  2. Maximum Gross Surface Area:
    - (a) General: Same as C-O
    - (b) Commercial multiple-occupancy centers: Twenty (20) square feet maximum for business with no exterior frontage in a commercial multiple-occupancy center. Businesses with exterior frontage shall be allowed a maximum square footage as determined in Section B above.
  3. Maximum Height: All signs in a C-1 and C-3 Zones Thirty (30) feet, and signs in C-2 Fifty (50) feet.
  4. Required Setback: Same as C-O.

5. Illumination: Same as C-O.

6. Elevated Signs:

(a) One elevated sign shall be permitted on the premises of any business located on a platted lot in a C-2.

(b) The height of the elevated sign shall in a C-2 District be no greater than 50 feet above the surface of the ground, or 10 feet above the highest elevation of the finished grade of the access road, highway or interchange, whichever is less.

(c) The gross surface area of the face of the sign shall not exceed 400 square feet.

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

1. Number of Signs Permitted: Same as C-O, except as modified by Advertising Signs in sub-section D.6 below.

2. Maximum Gross Surface Area: 4 square feet per lineal foot of street frontage, provided no single sign exceeds a gross surface area of 300 square feet, except as modified by Advertising Signs in sub-section D.6 below.

3. Maximum Height: Twenty-five (25) feet above highest point for roof and wall signs and 35 feet for all others, except as modified by Advertising Signs in sub-section D.6 below.

4. Required Setback: Same as C-O

5. Illumination: Same as C-O, except as modified by Advertising Signs in sub-section D.6 below.

6. Advertising Signs (Billboards): Advertising signs (billboards) may be established in the I-2 zoning district, provided that they meet the conditions in this Article, Section 4, "General Standards."

(This page intentionally left blank)

## ARTICLE XXII PARKING REGULATIONS

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

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

### **A. General Provisions.**

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



- use; or be located in accordance with the provisions of this article relating to off-street parking exceptions. In no instance shall off-street parking required by this article be located more than 300 feet (as measured along lines of public access) from the use that it serves.
5. **Repair Service:** No motor vehicle repair work or service of any kind shall be permitted in association with any off-street parking facilities.
  6. **Mixed Uses:** When a structure or development contains mixed uses, the off-street parking requirements shall be calculated for each individual use and the total parking requirement shall be the sum of individual parking requirements.
  7. **Carport Plans:** Engineered drawings shall be submitted for a proposed carport either sealed by an architect or engineer, or sufficiently detailed to assure proper design and installation to meet building codes and manufacturer's specifications.
  8. **Impervious Surface Ratios:** A surface that has been paved or compacted to the extent that it is highly resistant to absorption of water is considered an impervious surface. The ratio of impervious surfaces to pervious surface shall be sufficient to meet the no-net run-off requirements of storm water management standards; or, the site shall be improved with storm water detention facilities to achieve the same objective. For multifamily residential development, the ratio shall not exceed 80/20 impervious to pervious.

## **B. Design and Maintenance:**

1. **Parking space dimension:** an off-street parking space shall be a minimum nine feet (9') in width and a minimum of twenty feet (20') in length, exclusive of access drives or aisles, ramps or columns, unless special parking is designated for variable sizes of vehicles.
2. **Access:** Each off-street parking space shall open directly upon an aisle or driveway of such width and design as to provide safe and efficient means of vehicular access to such parking space. No parking space shall be designed to exit or back directly onto a public street or use the public right-of-way for parking space, unless specifically approved by the Governing Body. Such arrangements are to be discouraged, except in unusual circumstances wherein the traffic safety of the public can still be protected.
3. **Design:** Off-street parking spaces shall comply with such design standards relating to curb cuts and curb length, stall depth, driveway width, island width, barriers, and the location of ingress and egress as

may be established from time to time by the City. Off-street parking spaces may be open to the sky or enclosed in a building or structure. Parking on driveways for single and two-family dwellings and all types of manufactured and mobile homes is considered to be permitted parking. **All parking spaces must be in an identifiable area where all spaces are contained thereon.**

4. **Surfacing:** All open off-street parking spaces, whether required spaces or not, and driveways shall be graded and paved with an asphalt, asphaltic concrete, concrete or other comparable hard-surfaced, all weather, dustless material which shall be maintained in good condition; provided, however, graveled parking areas are permitted in the industrial districts.
5. **Plans and approval required:** Plans showing the layout and design of all off-street parking spaces and loading areas, whether required spaces or not, shall be submitted and approved by the Zoning Administrator prior to issuance of a zoning permit and/or occupancy certificate for the parking lot itself or as part of an application for a larger related project. Before approving any parking layout, the zoning Administrator shall determine that the spaces provided are usable and meet standard design criteria as well as all parking requirements of these regulations. Parking spaces shall be clearly indicated or otherwise marked to designate the individual spaces.
6. **Screening:** Screening for parking spaces and loading areas is incorporated into the general screening and landscaping provisions of Article XXVI, Section 5.
7. **Lighting:** Any lighting used to illuminate off-street parking spaces shall be shaded so that direct light is not cast upon property located in a residential district and so that glare is not a problem to traffic on any public street.
8. **Repair and service:** No motor vehicle repair work or service of any kind shall be permitted in association with any off-street parking spaces or structures, except as incidental repairs to a personal vehicle.
9. **Computation:** When determination of the number of off-street parking spaces required by these regulations results in a requirement of a fractional space, the fraction of one-half or less may be disregarded, and a fraction in excess of one-half shall be counted as one parking space.
10. **Collective provisions:** Off-street parking facilities for separate uses may be provided collectively if the total number of spaces so furnished is not less than the sum of the separate requirements for each such use;

provided, that wherever there is a common plan of parking for land in single ownership that such space whenever large places of assembly are present which vary in their times of use and season of the year to the end that all parking is contained on the site or on *accessory* parking lots except for infrequent periods of peak use. The off-street parking spaces required by this Article may be increased; however, where it is anticipated that peak parking periods will be a consistently recurring problem. All regulations must be adhered to which cover the location of *accessory* parking spaces in relation to the use served.

11. **Location:** All parking spaces required to serve structures or uses shall be located on the same zoning lot as the structure or use served unless a conditional use permit is obtained following Section 3 of this Article.
12. **Employee parking:** Parking spaces required on an employee basis shall be based on the maximum number of employees on duty or residing, or both, on the premises at any one time.
13. **Handicapped parking:** Parking spaces according to the number of spaces and their designated signage shall be provided for persons with a disability in conformance to the standards of the federal Americans with Disabilities Act and the currently adopted codes of the city of Liberal.
14. **Curbing:** The perimeter of all multifamily off-street parking and loading areas and their access drives shall be curbed; except that, off-street parking facilities adjacent to industrial and commercial districts shall not require curbs. Curbs shall also protect landscape islands and other interior parking features in commercial districts. Curbs shall meet the City minimum construction standards.
15. **Residential Development Standards:** Hard surfacing shall consist of a minimum of four (4) inches of asphaltic concrete on compacted subgrade as required by city engineering standards customary to the site, or as otherwise approved by the Planning Commission.  
  
Residential development on a legal lot of record consisting of two (2) acres or greater shall only be required to hard surface the drive approach from the edge of the public travel way to a distance measured seventy-five (75) feet beyond the abutting public right-of-way.
16. **Loading and Unloading Regulations:** Loading and unloading space shall be provided off-street and on the same premises with every structure or part thereof, hereafter erected, established or enlarged and occupied for goods display, retail operation, department store, market, hotel, mortuary, laundry, dry cleaning, office uses or warehouses, manufacturing or other uses, involving the receipt or distribution of materials or

merchandise by motor vehicles. The loading and unloading space or spaces shall be so located to avoid undue interference with public use of streets, alleys and walkways.

(a) Spaces Required:

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

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

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

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

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

**Section 2. Required Parking Spaces.** Off-street parking spaces *accessory* to the uses hereinafter designated shall be provided as follows, except no such spaces shall be required in the "C-3" Core Commercial District unless the Board of Zoning Appeals requires parking as a special use.

**A. Dwelling and Lodging Uses.**

1. Single and two-family dwellings, residential-designed manufactured homes and manufactured/mobile homes: At least one parking space for each dwelling unit.

2. Multiple-family dwellings: At least one and one-half parking spaces per unit, except in housing for the elderly, one space for two units.
3. Boarding or rooming houses: One parking space for each two rooms.
4. Dormitories, fraternities, sororities and similar lodging facilities: At least two parking spaces for each three occupants.
5. Hotels, motels and bed and breakfast homes and inns: One parking space for each rental unit, plus such additional spaces as are required for restaurants, assembly rooms and affiliated facilities.

**B. Business and Industrial Uses.**

1. Automobile, truck, trailer and manufactured/mobile home sales and rental lots: One parking space for each 3,000 square feet of open sales lot area devoted to the sale, display and rental of such vehicles, plus one parking space for each service bay and employee.
2. Business and professional offices: One parking space for each 300 square feet of floor area, not including meeting rooms.
3. Bowling alleys: Four parking spaces for each lane.
4. Cartage, express, parcel delivery and freight terminal establishments: One parking space for each two employees.
5. Car washes: Two holding spaces for each car washing stall, plus one drying space for each car washing stall.
6. Funeral homes and mortuaries: One parking space for each four seats based upon the designed maximum capacity of the parlor, plus one additional parking space for each employee and each vehicle maintained on the property.
7. Furniture or appliances stores and service or repair shops: One parking space for each 400 square feet of floor area.
8. Manufacturing, production, processing, assembly, disassembly, cleaning, servicing, testing, or repairing of goods, materials or products: One parking space per two employees.
9. Medical and dental clinics or offices: One and one-half parking spaces for each examining or treatment room, plus one for each doctor and employee.

10. Restaurants, private clubs and taverns: One parking space for each 2.5 seats based on the maximum designed seating capacity; provided, however, that drive-in restaurants shall have a minimum of least 10 parking spaces.
11. Retail stores and financial institutions: One space per 250 square feet of floor area, not including meeting rooms. (See Section 2.B.13 for places of assembly.)
12. Service stations: One parking space for each employee, plus two spaces for each service bay.
13. Theaters, auditoriums and places of assembly: One space for each four seats. (See Article XVII, Section 1.A.6 for collective provisions.)
14. Warehouses, storage and wholesale establishments: One parking space for each two employees.

**C. Other Uses.**

1. Churches: One parking space for each 5 seats based upon the maximum designed seating capacity in the main worship area, including choir lofts.
2. Elementary, junior high and equivalent parochial and private schools: One space for each faculty and staff person plus places of assembly. Regular parking spaces must be provided off the street for all buses serving the school. (See Article XVII, Section 1.A.6 for collective provisions.)
3. Secondary schools: One parking space for every four persons based on the maximum design capacity for pupils, faculty and staff, plus places of assembly. Regular parking spaces must be provided off the street for all buses serving the school. (See Article XVII, Section 1.A.6 for collective provisions.)
4. Hospitals: One parking space for each two beds, plus one parking space for each resident or staff doctor and one space for each two employees.
5. Child care centers and preschools: One parking space for each employee.
6. Nursing homes, convalescent homes and retirement centers: One parking space per each five beds based on the maximum designed capacity of the building, plus one parking space for each employee.

7. Private social and hobby clubs, associations and lodges: One parking space for each three seats based upon the maximum designed seating capacity.
8. Trade and commercial schools: Two parking spaces for each three students, plus one for each employee based on full-time equivalency.

Parking spaces for other permitted uses not listed above shall be provided in accordance with the determination of the Zoning Administrator with respect to the number of spaces that are required to serve employees and/or the visiting public at each such use. Parking for special and conditional uses may be established as part of processing their application or when issuing the zoning permit.

**Section 3. Conditional Use for Parking.** In order to provide off-premises required or additional off-street parking areas, the Board of Zoning Appeals may grant as a conditional use for the establishment of parking areas in any zoning district under the following provisions:

- A. Location. The nearest access to the parking area provided under this section must be within 300 feet (along line of public access) from the boundary of the nearest entrance to the structure for which the parking is provided.
- B. Use. The parking area shall be used for passenger vehicles only, and in no case shall it be used for sales, repair work, storage, dismantling or servicing of any vehicles, equipment, materials or supplies. Only such signs as are necessary for the property operation of the parking lot shall be permitted.
- C. Improvements.
  1. Parking spaces and driveways on private property providing ingress and egress to parking areas shall be surfaced with concrete, asphaltic concrete, asphalt or any other comparable surfacing which meets the approval of the Board and shall be maintained in good condition and free of weeds, dust, trash and other debris.
  2. Parking areas shall have adequate guards to prevent extension or the overhanging of vehicles beyond property lines or parking spaces. Such areas shall have adequate markings for channelization and movement of vehicles.
  3. If lighting facilities are provided, they shall be so arranged as to deflect or direct light away from any adjacent dwelling or residential district.

4. A fence (such as solid-wall masonry, wood, louvered/wood, metal or other similar materials) not less than six feet high, may be required to be erected along any property line adjacent to or adjoining any residential district to reduce noise, eliminate the passage of light from vehicles and prevent the flowing of debris. Whenever a fence shall be required along a front yard, which includes a driveway area, such fence shall not be higher than four feet.
5. When located in a residential district, **NO** parking will be allowed on unimproved surfacing (Section 1.B.4) in the front yard.
6. The Board shall determine the necessity of additional improvements in order to protect adjacent property owners and the public interest. Such improvements shall include, but not be limited to proper drainage, setbacks, screening, grass, shrubs, trees and the maintenance thereof, and the extent of access permitted to public streets and alleys.

**Section 4. Off-Street Loading and Unloading.** In all zoning districts except the "C-3" Core Commercial District, loading and unloading space shall be provided off-street and on the same premises with every building, structure or part thereof, hereafter erected, established, or enlarged and occupied which requires the receipt or distribution of materials or merchandise by motor vehicle. The loading and unloading space shall be so located as to avoid undue interference with public use of streets, alleys and walkways. Such vehicular access shall be maintained in good condition and surfaced in such manner as required in Section 1.B.4 for parking spaces. When off-street parking space is used to fulfill this loading and unloading requirement, the latter shall be scheduled so as not to interfere with meeting the parking needs.



(This page intentionally left blank)

**ARTICLE XXIII  
BUILDINGS AND USES AFFECTED**

**Section 1. Minimum Building Requirements:** No building or structure shall be erected, enlarged, reconstructed or moved in the planning area with less than the following:

**A. Dwelling units:**

1. All dwelling units shall provide a minimum floor area, exclusive of porches, breezeways and garages, as follows:

| <u>TYPE OF<br/>DWELLING UNIT</u> | <u>MINIMUM AREA</u>                                       |
|----------------------------------|-----------------------------------------------------------|
| Single-family                    | Six hundred square feet (600 sq. ft.)                     |
| Two-family                       | Six hundred square feet (600 sq. ft.)                     |
| Multiple-family                  | Four hundred eighty square feet (480 sq. ft.)<br>Per unit |

2. Every dwelling unit shall be provided with at least one (1) water closet, which water closet shall be located within the dwelling and in a room which affords privacy.
3. Every dwelling unit shall contain a kitchen sink, which is connected to running water and an approved sewer system.
4. Every dwelling unit shall be enclosed with an exterior wall surface, other than tarpaper or corrugated metal.
5. No basement or cellar shall be occupied for residential purposes until the main portion above ground is completed.

- B. Mobile Home or Trailer Houses:** No mobile home or trailer house may be used or occupied for residential purposes unless said mobile home or trailer house is located in a mobile home park or travel trailer park.

**Exception:** A travel trailer may be utilized:

1. on a residential property for occupation by the homeowner, during the construction or reconstruction of a single-family residence. Only during the period of an active building permit and active construction.
2. On a development site for security. Only during the period of active construction.

The above exceptions shall only be valid during the initial permit period. Any extension to the exception must be approved by the Planning & Zoning Board.

**C. Motels:**

1. The number of motel units permitted on a tract of land shall not exceed the number obtained by dividing the total square feet of area of the site by one thousand five hundred (1,500).
2. Motels shall be served with an approved public water supply and approved public sanitary sewer system.
3. Each motel unit shall contain not less than two hundred square feet (200 sq. ft.) of floor area.

**D. Tents:** No tent, except play tents for children, shall be used for any purpose, except those authorized by the Governing Body.

**Section 2. Buildings and Structures Moved In:** Buildings and structures may be moved to various districts providing:

- A. The proposed use conforms with the district zoning regulations of the district into which it is to be moved.
- B. The building or structure meets building, fire, safety and health regulations.
- C. The Board of Zoning Appeals finds that the building or structure will not devalue properties in the area where the structure is proposed to be moved.

**Section 3. Elevation:** Unless otherwise directed by the Building Official, the first floor elevation of a building or group of buildings shall be at least eighteen inches (18") above the grade of the highest point of the curb abutting the lot (where no curb and gutter exists, the highest point of the street or roadway).

## **ARTICLE XXIV AIRPORT REGULATIONS**

**Section 1.** Intent and Purpose of District: These regulations are intended for the purpose of restricting height of buildings, structures and objects of natural growth in the vicinity of the Municipal Airport.

**Section 2.** Airport Hazard: It is hereby found that an airport hazard endangers the lives and property of users of the Municipal Airport and occupants of land in its vicinity and also, if the obstruction type, in effect reduces the size of the area available for landing, take-off and maneuvering of aircraft thus tending to destroy or impair the utility of the Airport and the public investment therein. Accordingly, it is declared that:

- A. The creation or establishment of an airport hazard is a public nuisance and an injury to the region served by the Municipal Airport.
- B. It is necessary in the interest of the public health, public safety and general welfare that the creation or establishment of airport hazards be prevented.
- C. The prevention of these hazards should be accomplished to the legal extent possible, by the exercise of the police power without compensation.
- D. It is further declared that the prevention of the creation or establishment of airport hazards and the elimination, removal, alteration, migration or marking and lighting of existing airport hazards are public purposes for which the City Governing Body may raise and expend public funds and acquire land or interest in land.

**Section 3.** Definitions: For the purpose of this Ordinance, certain terms or words used herein shall be interpreted or defined as follow, unless the context clearly indicated otherwise:

- A. Airport: The Liberal Municipal Airport.
- B. Airport Elevation: The highest point of an airport's usable land area measured in feet from mean sea level.
- C. Airport Hazard: Any structure or object of natural growth located on or in the vicinity of a public airport, or any use of land near such airport, which obstructs the airspace required for the flight of aircraft in landing or takeoff at such airport or is otherwise hazardous to such landing or takeoff of aircraft.

- D. Structure: An object constructed or installed by man, including but without limitation, buildings, towers, smokestacks, earth formation, and overhead transmission lines.
- E. Tree: Any object of natural growth.
- F. Nonconforming Use: Any pre-existing structure, object of natural growth, or use of land, which is inconsistent with the provisions of this Ordinance or an amendment thereto.
- G. Height: For the purpose of determining the height limits in all zones set forth in this Ordinance and shown on the zoning map, the datum shall be mean sea level elevation unless otherwise specified.
- H. Person: An individual, firm, partnership, corporation, company, association, joint stock association or governmental entity. It includes a trustee, receiver, assignee or similar representative of any of them.
- I. Runway: A defined area on an airport prepared for landing and takeoff of aircraft along its length.
- J. Visual Runway: A runway intended solely for the operation of aircraft using visual approach procedures with no straight-in instrument approach procedure and no instrument designation indicated on an FAA approved airport layout plan, a military service's approved military airport, layout plan, or by any planning documents submitted to the FAA by competent authority.
- K. Non-Precision Instrument Runway: A runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in non-precision instrument approach procedure has been approved or planned, and for which no precision approach facilities are planned or indicated on an FAA planning document or military service's military airport planning document.
- L. Precision Instrument Runway: A runway having an existing instrument approach procedure utilizing an Instrument Landing System (ILS) or a Precision Approach Radar (PAR). It also means a runway for which a precision approach system is planned and is so indicated on an FAA approved airport layout plan, a military service's approved military airport layout plan, any other FAA planning document, or military service's military airport planning document.
- M. Primary Surface: A surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary surface extends two hundred feet (200') beyond each end of that runway; but when the

runway has no specially prepared hard surface, or planned hard surface, the primary surface ends at each end of that runway. The width prescribed in part 77 of the Federal Aviation Regulations (FAR) for the most precise approach existing or planned for either end of that runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline.

- N. Approach, Transitional, Horizontal and Conical zones: These zones apply to the area under the approach, transitional, horizontal and conical surfaces defined below.

**Section 4. Zones:** In order to carry out the provisions of this Ordinance, there are hereby created and established certain zones which include all of the land lying within the approach zone, transitional zones, horizontal zones, and conical zones as they apply to the Liberal Municipal Airport. Such zones are shown on the Liberal Municipal Zoning Map attached to and made a part of this Ordinance. An area located in more than one (1) of the following zones is considered to be only in the zone with the more restrictive height limitations. The various zones are hereby established and defined as follows:

- A. Runway Larger Than Utility Visual Approach Zone: The inner edge of this approach zone coincides with the width of the primary surface and is five hundred feet (500') wide. The approach zone expands outward uniformly to a width of one thousand five hundred feet (1,500') at a horizontal distance of five thousand feet (5,000') from the primary surface. Its centerline being the continuation of the centerline of the runway.
- B. Runway Larger Than Utility with a Visibility Minimum Greater Than Three-Quarter (3/4) Mile Non-Precision Instrument Approach Zone: The inner edge of this approach zone coincides with the width of the primary surface and is five hundred feet (500') wide. The approach zone expands outward uniformly to a width of three thousand five hundred feet (3,500') at a horizontal distance of ten thousand feet (10,000') from the primary surface. Its centerline being the continuation of the centerline of the runway.
- C. Precision Instrument Runway Approach Zone: The inner edge of this approach zone coincides with the width of the primary surface and is one thousand feet (1,000') wide. The approach zone expands outward uniformly to a width of sixteen thousand feet (16,000') at a horizontal distance of fifty thousand feet (50,000') from the primary surface. Its centerline being the continuation of the centerline of the runway.
- D. Transitional Zones: These zones are hereby established as the area beneath the transitional surfaces. These surfaces extend outward and upward at ninety-degree (90) angles to the runway centerline and the

runway centerline extended at a slope of seven feet (7') horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal and conical surfaces. Transitional zones for those portions of the precision approach zones, which project through and beyond the limits of the conical surface, extend a distance of five thousand feet (5,000') measured horizontally from the edge of the approach zones and at ninety-degree (90) angles to the extended runway centerline.

- E. Horizontal Zone: The horizontal zone is hereby established by swinging arcs of ten thousand feet (10,000') radii from the center of each end of the primary surface of each runway larger than utility, and connecting the adjacent arcs by drawing lines tangent to those arcs. The horizontal zone does not include the approach and transitional zones.
- F. Conical Zone: The conical zone is hereby established as the area that commences at the periphery of the horizontal zone and extends outward there from a horizontal distance of four thousand feet (4,000'). The conical zone does not include the precision instrument approach zones and the transitional zones.

**Section 5. Airport Zone Height Limitations:** Except as otherwise provided in this Ordinance, no structure or tree shall be erected, altered, allowed to grow or be maintained in any zone created by this Ordinance to a height in excess of the applicable height limit herein established for such zone. Such applicable height limitations are hereby established for each of the zones in question as follows:

- A. Runway Larger Than Utility Visual Approach Zone: Slopes upward twenty feet (20') horizontally for each foot vertically beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of five thousand feet (5,000') along the extended runway centerline.
- B. Runway Larger Than Utility with a Visibility Minimum Greater Than Three-Quarter (3/4) Mile Non-Precision Instrument Approach Zone: Slopes upward thirty-four feet (34') horizontally for each foot vertically beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of ten thousand feet (10,000') along the extended runway centerline.
- C. Precision Instrument Runway Approach Zone: Slopes upward fifty feet (50') horizontally for each foot vertically beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of ten thousand feet (10,000') along the extended runway centerline; thence slopes upward forty feet (40') horizontally for each foot vertically to an additional horizontal distance of forty thousand feet (40,000') along the extended runway centerline.

- D. Transitional Zones: Slopes upward and outward seven feet (7') horizontally for each foot vertically beginning at the sides of and at the same elevation as the primary surface and the approach zones, and extending to a height of one hundred fifty feet (150') above the airport elevation which is three thousand and thirty-three feet (3,033') above mean sea level. In addition to the foregoing, there are established height limits sloping upward and outward seven feet (7') horizontally for each foot vertically beginning at the sides of and at the same elevation as the approach zones, and extending to where they intersect the conical surface. Where the precision instrument runway approach zone projects beyond the conical zone, height limits sloping upward and outward seven feet (7') horizontally for each foot vertically shall be maintained beginning at the sides of and at the same elevation as precision instrument runway approach surface and extending to a horizontal distance of five thousand feet (5,000') measured at ninety-degree (90°) angles to the extended runway centerline.
- E. Horizontal Zone: One hundred fifty feet (150') above the airport elevation or a height of three thousand thirty-three feet (3,033') above mean sea level.
- F. Conical Zone: Slopes upward and outward twenty feet (20') horizontally for each foot vertically beginning at the periphery of the horizontal zone and at one hundred fifty feet (150') above the airport elevation and extending to a height of three hundred fifty feet (350') above the airport elevation.
- G. Excepted Height Limitations: Nothing in this Ordinance shall be construed as prohibiting the growth, construction or maintenance of any tree or structure to a height up to fifty feet (50') above the surface of the land.

Where an area is covered by more than one (1) height limitation, the more restrictive limitation shall prevail.



(This page intentionally left blank)

## ARTICLE XXV ADDITIONAL HEIGHT, AREA & USE REGULATIONS

**Section 1.** Qualifications and Supplementations to District Regulations: The regulations hereinafter set forth in this section qualify or supplement, as the case may be, the district regulations appearing elsewhere in this Ordinance.

- A. In districts where public building, semi-public buildings, public service buildings, hospitals, institutional buildings, and churches and similar places of worship are permitted, one foot (1') of additional height will be permitted for each one foot (1') of additional building setback provided.
- B. Chimneys, cooling towers, elevator head houses, fire towers, grain elevators, monuments, stacks stage towers or scenery lofts, tanks, water towers, ornamental towers and spires, church steeples, or necessary mechanical appurtenances which do not conflict with airport approach zones, may be erected to a height not to exceed one hundred fifty feet (150').
- C. *Accessory* buildings can be built in a rear yard only, but such *accessory* building shall not be closer than ten feet (10') from the main building or any other *accessory* building. An *accessory* building may be constructed on the rear property line if adjacent to a dedicated alley or easement, except when a garage is entered from the rear property line, a setback of ten feet (10') shall be required. If the rear property line is not adjacent to an alley or easement then an *accessory* building may be constructed no closer than the required side yard.

No *accessory* building in excess of one hundred (100) square feet may have metal exterior.

EXCEPTION: In the use of a pre-engineered wood frame structure with metal exterior covering the following shall apply:

- 1. With minimum of 12-inch overhangs on the roofs with enclosed soffits.
  - 2. Residential type doors and windows.
  - 3. A wainscot around the perimeter of the entire building to break-up the appearance of the continuous vertical siding, using a complementing color.
  - 4. The exterior wall coverings and roof to match the color of the main residential structure upon the lot that the *accessory* building is located.
  - 5. Gutters and down spouts provided.
- D. No *accessory* building shall be constructed upon a lot until the construction of the main building has been actually commenced, and no *accessory* building shall be used for dwelling purposes.

- E. The setback line shall be determined by measuring the horizontal distance from the Lot line to the nearest architectural projection of the building (porches and stoops are included).
- F. Open lattice-enclosed fire escapes, fireproof outside stairways and balconies opening upon fire towers, and the ordinary projections of chimneys and flues into the rear yard may be permitted by the Zoning Administrator for a distance of not more than three and one-half feet (3 ½') and where the same are so placed as not to obstruct light and ventilation.
- G. For the purpose of the side yard regulations, a two-family dwelling, or a multiple family dwelling shall be considered as one (1) building occupying one (1) lot.
- H. Temporary building and temporary signs that are used in conjunction with construction work may be permitted in any district during the period that the building is being constructed, but such temporary building and/or sign shall be removed upon completion of the construction work or not more than thirty (30) days thereafter.
- I. When a lot or tract is used for nonresidential purposes, more than one (1) principal use may be located upon the lot or tract but only when the building or buildings conform to all yard and open space requirements for the district in which the lot or tract is located.
- J. No side yards are required where dwelling units are erected above commercial and industrial structures.
- K. Radio, television and communication towers in any permitted zone shall be placed so the height of said radio or television tower does not conflict with any airport approach or landing zone or with any other ordinance and said radio or television tower is not closer than one and a half times the tower height from any residential dwelling.
- L. No portion of open-air swimming pool outside a building shall be located at a distance less than six feet (6') from the side yard property line, three feet (3') from the rear yard property line and a setback from the main structure is not required.
- M. If forty percent (40%) or more of the existing buildings are less than the required setback, a builder may line up with the existing building line, provided that it is not less than one-half (1/2) of the required setback.
- N. On lots where mobile homes are located, the minimum side lot width required shall be ten feet (10').

- O. The Planning Commission may require a six foot (6') high solid wood fence or similar screening device.

**Section 2. Fences:** Except as otherwise provided in this Ordinance, fences may be permitted in any required yard after a permit has been obtained from the building department.

- A. District "R-1" to "I-2A" inclusive: All fencing shall be constructed of brick, wood, metal, concrete block, chain link, vinyl, or other material normally intended to be used for Residential fencing. Prohibited fencing materials include Electric, or any fencing material with sharp points.
- B. Barbed wire fences are prohibited in all **residential** districts.
- C. Height of the fence shall not exceed eight feet (8') along the rear lot line and the side lot line. In any required front yard, the height of the fence shall not exceed four feet (4') from the adjacent grade or the top of the curb as designated by the Building Inspector. However, the fence may be uniformly tapered from eight feet (8') at the end of the side yard, to the front yard property line.
- D. In commercial and industrial districts, for security purposes only, barbed wire fencing may be used. The barbed wire shall be at least six (6) feet above grade, and not to exceed seven (7) feet from the immediate adjacent grade, and shall not project beyond the property line.
- E. No fence shall be constructed on any street right-of-way or in such a manner as to be hazardous or dangerous to persons or animals or adversely affect the public health, safety and welfare. (Prohibited materials include barbed wire, sharp points on wrought iron fences, and electrical fences)
- F. No fence or other visual barrier shall be so located and placed that it obstructs the vision of a motor vehicle driver approaching any street or intersection. (Line of sight at intersections shall conform to the sight triangle of the City of Liberal Ordinance.)
- G. No fence shall be erected or maintained which will materially damage the adjacent property by obstructing the view, shut out sunlight or hinder ventilation of the adjoining property owner.
- H. No fence shall be constructed until a "no fee" permit has been obtained from the Building Department.

**Section 3. Building Setback Lines:** Building setback lines are hereby established for all arterial and collector streets, as shown on the approved Major Street Plan. The setback lines as established in this section, shall be held to the minimum for the purpose of promoting the public health, safety, morals, order, convenience, and economy in the process of development and shall conform with the following requirements:

- A. Arterial Streets: No building or structure which fronts or sides on an arterial street shall be located nearer to the right-of-way line of the arterial street than the sum of the required front yard in feet plus fifty feet (50').
- B. Collector Streets: No building or structure which fronts or sides a collector street shall be located nearer to the right-of-way line of the collector street than the sum of the required front yard in feet plus forty feet (40').

**Section 4. Lots of Record:** A lot or group of lots which were platted and recorded in the office of the Register of Deeds prior to the Effective date of this Ordinance may be used for any purpose permitted in the district in which it is located; provided, that no residential building permit shall be issued for the construction of a residential structure on a lot or group of lots that do not conform with the minimum yard and height requirements unless specifically authorized by the Board of Zoning Appeals.

**Section 5. Canopy and Marquee:** A canopy or marquee may be permitted to "overhang a public way" in District "C-3" providing:

- A. The canopy or marquee is constructed and maintained in accordance with the City Building Code and other codes, ordinances and resolutions.
- B. No portion of the canopy or marquee shall be less than eight feet (8') above the level of the sidewalk or other public way.
- C. The canopy or marquee shall not extend beyond a point two feet (2') inside the curb line of a public street.

**Section 6. Plans and Approval Required:**

- A. Plans showing layout and design of all curb cuts, driveways and off-street parking areas shall be submitted and approved by the Building Official prior to a permit being issued.
- B. Before approving the parking layout, the Building Official shall satisfy himself that the spaces provided are usable and meet standard design criteria. All required off-street parking areas, including access drives, shall be improved with asphalt, concrete or similar dust free surface and all parking spaces shall be clearly marked and provide safety barriers.

## **Section 7. Sidewalks:**

- A. No building or structure shall hereafter be constructed or relocated within the City of Liberal, Kansas, unless said application and permit required herein for said building or structure shall include the construction of sidewalks per City specifications set forth in Chapter 13, Article 2 of the Code of the City of Liberal.
- B. Sidewalk construction shall hereafter be and is a part of all building or structure construction or relocation permits.
- C. All plans, designs and specifications for sidewalks shall conform to existing sidewalks in any given block. The City Street Superintendent or Building Official shall review the plans and determine the type of sidewalk and the grade that is to be constructed.

## **Section 8. Home Occupations.**

- A. Any home occupation that is customarily incidental to the principal use of a building as a dwelling or its' *accessory* building, shall be considered a special use in any residential or agricultural district. The applicant for a home occupation must make application to the Board of Zoning Appeals, as provided in Article XXIX, Section 10 of the Zoning Regulations. Following the requirements set forth in Article XXX, Section 4 notices shall be mailed not less than twenty (20) days prior to the date of the meeting to owners of property within a radius of two hundred feet (200') of the external boundaries of the property described in the application using for this purpose the name and address of such owners as are shown on the latest official tax roll of the County of Seward. Such notice shall contain all pertinent data related to the case.
- B. A home occupation is defined as a business, profession, occupation or trade conducted entirely within a dwelling or its' *accessory* building, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes, providing either a service or a product, yet does not change the character thereof, and in connection with which there is no commodity sold upon the premises except that which is produced thereon. The home occupation shall not involve the use of commercial vehicles for delivery of materials to and from the premises.
- C. In addition to all of the Use Limitations applicable to the district in which it is located, no home occupations may be permitted unless it complies with the following restrictions:

1. The primary use of the building or structure in which the occupation is situated is clearly the dwelling or its' *accessory* building used by the person as his or her private residence.
  2. No alteration of the exterior of the principal structure shall be made which changes the character thereof as a residence or its' *accessory* building.
  3. There shall be no use of utilities or community facilities beyond what normal to the use of the property for residential purposes.
  4. No inventory or storage, other than immediate samples, are stored on the premises. All storage of immediate samples must be in an enclosed area concealed from public view.
  5. No more than one (1) person other than a member of the immediate family occupying such dwelling shall be employed.
  6. The home occupation shall not involve the use of advertising signs on the premises or any other local advertising media which calls attention to the fact that the home is being used for business purposes, telephone number listing expected.
  7. No equipment or machinery is used in such activities that is perceptible off the premises by reason of noise, smoke, odor, dust, radiation, electrical interference or vibration.
  8. Parking shall be handled in such a manner as not to impede or hinder traffic on any public right- of-way. Parking must be provided on the property used for the home occupation. No public right-of-way shall be used for Home Occupation parking other than the right-of-way adjacent to the parking being utilized.
- D. Customary home occupations include, but are not limited, to the following list of occupations. However, each listed occupation must also fulfill the requirements of Section 8.
1. Accountant.
  2. Architect and Engineer.
  3. Artist.
  4. Author or Writer.
  5. Clergyman.
  6. Contractor's and Consultants Office Only.
  7. Cosmetologist.
  8. Home Crafts (not to include hobby shops)
  9. Lawyer.
  10. Photographer.

11. Salesman selling no merchandise on premises.
12. Seamstress.
13. Secretary-Typist.
14. Music Teacher.
15. Stables and Kennels (permitted in "A-L" District only).
16. Upholstery Shops.
17. Small Appliance Repair.
18. Bed & Breakfast.

E. Home Occupations shall not include any of the following uses:

1. Dancing Schools.
2. Funeral Homes.
3. Restaurants.
4. Tourist Homes and Boarding Homes.
5. Renting of Trailers.
6. Medical or Dental Offices, Clinics or Hospitals.
7. Animal Hospitals.
8. Antiques - Retail.
9. Auto Body Work.
10. Metal Welding Shops.

F. All persons engaged in the operation of a home occupation prior to the rules of this code, may continue such use provided said usage complied with the definition of "Home Occupation" as defined in Article III, Section 1.

G. The Board of Zoning Appeals may void any Home Occupation for noncompliance with the conditions set forth in approving the permit.

H. Exception to the special use permits for Home Occupation, if the home occupation is online based or office space only with no customers coming to the home and there is no bulk storage of items required to run the home occupation.

## **Section 9. Child Care Facilities.**

A. The following are definitions of day care facilities broken down as to licensing requirements and number of children under an individual's care.

1. **Day Care Home.** A facility providing care for six or less children in a residential structure as a home occupation and which is licensed and regulated by either the Seward County Health Department or the Kansas Social and Rehabilitation Services.
2. **Group Day Care Home.** A Day Care School or Nursery School providing care for a maximum of twelve (12) children in a residential structure as a



home occupation and which is licensed and regulated by the Seward County Health Department or the Kansas Social and Rehabilitation Services.

3. **Child Care Center.** A Child Care facility providing care for thirteen (13) or more children which is licensed and regulated by the Seward County Health Department or the Kansas Social and Rehabilitation Services.
4. **Pre-School.** This shall include educational pre- schools, Montessori Schools, Church sponsored pre-schools, cooperatives and nursery schools providing learning experiences for children in a church building, school or in a hall of a fraternal organization which is licensed and regulated by the Seward County Health Department or the Kansas Social and Rehabilitation Services.

B. Day Care Homes are conditional uses in Districts "A-L", "R-1", "R-2", "R-3".

1. Group Day Care Homes are conditional uses in Districts "A-L", "R-1", "R-2", "R-3".
2. Child Care Centers are conditional uses in Districts "R-3", "C-1", "C-2" and "I-P".
3. Pre-Schools are conditional uses in Districts "A-L", "R-1", "R-2", "R-3", "C-1", "C-2".
3. All persons now engaged in the operation of a Day Care Home and Group Child Day Care Center and Pre-Schools as of May 2, 1983, shall be exempt from the provisions of this Ordinance as long as that activity is continued by the same operator in the same premises and continues to be licensed and regulated by the Seward County Health Department or the Kansas Social and Rehabilitation Services.

## **Section 10. Row Houses.**

Special regulations regarding row houses shall be as follows.

- A. In districts where row house buildings are permitted, and row houses are to be constructed each on its own lot and shall be subject to the minimum requirements in this section.
- B. Minimum lot area for a row house lot shall be not less than 3,000 square feet.
- C. Minimum frontage of a row house lot on a public street shall be not less than 20 feet on a standard lot and not less than 45 feet on each frontage of a corner lot.

- D. No side yard shall be required along any side lot line which is common to two attached row houses, whether they be on interior or exterior row house lots. Side yards not common to that of any other attached row house must conform to set backs as required elsewhere in this code.
- E. Front yard and rear yard requirements as established elsewhere in this code.
- F. A minimum lot width of 20 feet shall be provided for all interior and exterior row house lots.
- G. Row houses shall be developed on subdivided lots with no more than six units per building; nor shall the building exceed 120 feet in width.
- H. The maximum lot coverage for row house lot including driveways shall be 50%.
- I. Exterior treatment of attached row houses shall be integrated. Exterior of buildings shall be maintained in a uniform similar exterior treatment and finish.
- J. An unobstructed easement shall be provided across the side and rear eight feet of each exterior row house lot (triplex), when adjacent to an interior row house lot, for ingress and egress of adjacent interior row house lot owners for maintenance purposes. The access easement shall be unobstructed and physically passable at all times. This easement shall be incorporated into each deed transferring title to the property.
- K. A party wall agreement shall be included in the subdivision covenants for each row house lot setting forth provisions for repair of common walls, repair of common utility service connections, reconstruction of the common building in the event of damage or destruction of one or all of the dwelling units and common maintenance and repair of joint facilities.
- L. Common walls and floor ceiling assemblies shall conform to Section 302 FIRE-RESISTANT CONSTRUCTION of the adopted ICC code and amendments as outlined in the municipal code.

## **Section 11. Short Term Rentals.**

All short-term rentals allowed under a special use shall have all of the following:

- A. A site plan and floor drawings on file with the fire department which show:
  - 1. Property Address.
  - 2. Number of bedrooms.
  - 3. Maximum occupancy.
- B. A valid City business license.
- C. Smoke and carbon monoxide detectors as required by code.
- D. Properly maintained fire extinguishers.
- E. Clearly marked emergency escape routes, windows, and doors.
- F. Adequate lighting in areas like stairwells and hallways

- G. Handrails for stairs or steps.
- H. Proof of adequate insurance coverage.
- I. Annual inspections by the fire department.

## **ARTICLE XXVI LANDSCAPING REGULATIONS**

**Section 1. Intent Of Landscape Review Guidelines and Standards:** The City of Liberal has adopted a landscaping review process for building sites, fences, walls and other exterior aspects of private development. The process is designed to integrate architectural elements with the surrounding neighborhood and to visually screen undesirable elements of private developments and provide for appropriate barriers against traffic, noise, heat, glare and dust. The purpose of such landscaping is to provide greenery to visually soften paved areas and buildings, provide shade, give maximum absorption of surface water and generally enhance the quality and appearance over the entire area of the project.

**Section 2. Landscape Review As Pre-Requisite To Issuance Of Building Permit:** All applications for permits for the construction of any building or structure within any "C-O", "C-1" (where less than one hundred percent (100%) of the property is covered by a building), "C-2", "C-3", "R-2" (duplex only), "R-3", "I-P", and "PUD" Zoning Districts within the city shall be accompanied by two (2) copies of the landscape plans. Single-family residential structures are exempt from this process. The plans shall depict the elevations of all proposed buildings or structures and the proposed landscaping or other treatment of grounds, adjacent thereto. Within twenty (20) days after the receipt thereof, the Planning and Zoning Department Director shall review said landscape plans, shall either approve, modify or disapprove them. The Planning and Zoning Department Director may impose reasonable conditions upon any approval and such conditions shall be complied with.

No permit for the construction of any building or structure shall be issued in any case hereinafter mentioned unless such landscaping plans, drawings or sketches have been approved by the Planning and Zoning Department Director or the Planning Commission, as the case may be. All additions to buildings or structures in the zoning district that are of five hundred square feet (500 sq. ft.) or greater shall invoke the stipulations of this Article. The applicant can defer the installation of plantings for a period of six (6) months by submitting a bid from an area nursery made out to both the applicant and the City of Liberal for the amount of the cost and installation of said plantings. Said bid shall be accompanied by a bond for the same amount made out to the City of Liberal and shall be valid for seven (7) months. Upon the expiration of the six (6) month period, and the applicant has not conformed with the approved landscape plan, the bond shall be forfeited and the City of Liberal shall then order the installation of said improvements to the bid.

**Section 3. Issuance Of Occupancy Permit:** No occupancy permit shall be issued until the landscape requirements have been complied with, with the exception of those portions, which have been deferred, by either the Planning and Zoning Department Director or the Planning Commission. In general,

landscaping will not be advisable during June – September of each calendar year.

**Section 4. Appeal To The Planning Commission:** In the event the applicant, any interested person or the City of Liberal is aggrieved by the decision of the Planning and Zoning Department Director, the party may, within ten (10) days appeal to the Board of Zoning Appeals. The Board may affirm, modify, or reverse the decision of the Planning and Zoning Department Director within thirty (30) days following the filing of such appeals. Action of the Board shall be final.

**Section 5. Landscaping and Buffering:** This section sets out the minimum landscaping and buffering requirements for new development within the City of Liberal. Three different types of landscaping/buffering are described in this section: Open Space Landscaping, Parking Lot Landscaping and Right-of-Way, and Transition Buffers. All new development shall blend with the existing character of the corridor and shall contain, as an integral component of the site design, the preservation of existing agricultural open space and/or the reintroduction of native prairie grass and other natural vegetation.

A. The following shall be exempt from the standards of this section:

1. Single-Family; Single-Family dwelling (attached or detached) on its own lot.
2. Downtown Development Landscaping: exempt from immediate compliance; rather, a two-year grace period granted, after which the developer makes improvements or grants access to the city, which may make improvements and assess costs against the property.
3. Existing Development; Changes in Use. Improvements or repairs to existing development that do not result in an increase in floor area and changes in use that do not result in an increase in intensity.

B. **Open Space Landscaping:** The Open Space Landscaping standards are encouraged to be installed for all development.

1. Plant Units Required. At least three plant units shall be provided for each 1,000 square feet of lot area or fraction thereof.
2. Location of Plant Units. Plant units required pursuant to this section shall be installed in required front and street side yard setback areas to the maximum extent possible.
3. Limit on Plant Units Required for Residential Development. In no case shall more than 45 plant units be required to be installed on any single-family or duplex lot.

4. Established landscaping easements shall be preserved.

C. **Parking Lot Landscaping:** These Parking Lot Landscaping standards shall apply to all off-street parking areas containing more than five off-street parking spaces. They shall not apply to Vehicle/Equipment Storage lots, Vehicle and Equipment Sales lots or multi-level parking structures.

1. **Parking Area Screening.** Off-street parking areas shall be screened from view of the public right-of-way and from adjacent lots zoned residential. Screening shall be accomplished by shrubs, earthen berms, walls or any combination of such materials. Required screens shall be located within a landscape buffer strip with a minimum width of five feet. At least 60 plant units shall be provided within the required buffer strip for each 100 linear feet of buffer strip. Plant units shall not be required if an earthen berm or wall design is approved. Parking area screening shall be designed to obscure views of parked cars from off-site. Landscaping provided to satisfy Right-of-Way and Transition Buffer standards shall count toward satisfy these Parking Area Screening standards.

2. **Interior Area.** The following requirements shall apply to the interior of off-street parking areas. Landscaping provided to meet the Open Space, Parking Area Screening, Right-of-Way and Transition Buffer or other landscaping standards of this section shall not be counted towards meeting a project's Parking Lot (Interior Area) Landscaping requirements.

(a) Benefits of interior landscaping include the addition of color and interest, relief from rows of parked cars and asphalt, shade and windbreaks, and assist with vehicular circulation.

(b) Parking lot perimeters are not included in the calculations of the interior planting. The required amount of landscaping is determined by the table, shown below. Landscaped areas outside the parking lot (ex. highway setback, pad sites, etc.) may not be used to meet the interior planting requirements.

**Landscaping Required**  
by Percent of Total Area

|                          | Total Site Area ( in square feet) |                      |                     |
|--------------------------|-----------------------------------|----------------------|---------------------|
|                          | 7,000<br>to<br>49,000             | 50,000 to<br>149,000 | 150,000<br>and over |
| Percent to be Landscaped | 5%                                | 8%                   | 10%                 |

- i. The percentage shown may be accomplished through planting islands, buffering adjacent to the building, and/or an addition to the setback.
- ii. The use of planting islands every other aisle of parking will create an environmentally comfortable parking area. The islands are required to be a minimum of 10 feet wide.
- iii. A deciduous tree is recommended for every 300 square feet of planting area. For purpose of safety and visibility, trees must have a clear trunk of at least 6 feet above finish grade. Deciduous trees with low evergreen shrubs below is recommended.
- iv. Buffering adjacent to the building is required at a minimum of 10 feet deep.
- v. All plant material used in this section must be from the list of plants provided or be approved by the Plan Commission.
- vi. Landscaping that extends beyond the 20-foot setback must meet the requirements established for the original median and setback.
- vii. Location. Parking Lot Landscaping shall be reasonably dispersed throughout off-street parking areas.
- viii. Planting Areas. The interior dimensions of any planting area used to satisfy Parking Lot Landscaping standards shall be sufficient to protect plant materials and to ensure proper growth. Planting areas that contain trees shall be at least seven feet wide, and all planting areas shall be protected by raised curbs or wheel stops to prevent damage by vehicles and vehicle overhang.

- D. **Right-of-Way and Transition Buffers:** The Right-of-Way and Transition Buffer standards of this section require landscape buffers to be provided and maintained when certain land uses are adjacent to one another or when adjacent to certain roadway types. The standards are intended to help ease the land use transition between areas of varying development intensity; to ensure land use compatibility; and preserve the appearance of roadway areas.

1. Exemption for Integrated Site Plans on Large Parcels. Uses in the Mixed-Use Office and Neighborhood Services district, developed as an integrated mixed land use on a parcel greater than 20 acres, and approved with an integrated landscape plan, shall be exempt from the Right-of-Way and Transition Buffer standards.
2. Determination of Right-of-Way and Transition Buffer Requirements. The following procedure shall be followed in determining the type of buffer required.
  - (a) Identify the minimum zoning classification required to accommodate the proposed use. This is the “Proposed Development/Zoning” classification of Column 1.
  - (b) Identify the actual zoning classification of the abutting site(s). This is the “Adjacent Development/Zoning” classification.
  - (c) Identify the classification of the roadway adjacent to the site of the proposed development. This is the “Adjacent Street” classification.
  - (d) Determine the type of buffer required on each building site boundary (or portion thereof) by referring to the Right-of-Way and Transition Buffer Table.
  - (e) Refer to Description of Buffer Types and Options and select the desired landscaped buffer option from those set forth in that section. Any of the listed options, at the option of applicant, may be used to satisfy Right-of-Way and Transition Buffer requirements.



| Proposed Development Zoning   | ADJACENT DEVELOPMENT/ZONING |         |          |          |          |     | Kansas Avenue | Pancake Boulevard |
|-------------------------------|-----------------------------|---------|----------|----------|----------|-----|---------------|-------------------|
|                               | AG, R-1                     | Mod Den | C-O, C-1 | C-2, I-P | I-1, I-2 | C-3 |               |                   |
| R-2                           | ---                         | A       | B        | C        | C        | C   | D             | C                 |
| Mod Density R-3, PD, M-H, M-P | A                           | ---     | A        | B        | C        | C   | C             | B                 |
| C-O, C-1                      | B                           | A       | ---      | A        | C        | C   | B             | B                 |
| C-2, I-P                      | C                           | B       | A        | ---      | B        | C   | B             | B                 |
| I-1, I-2                      | C                           | C       | C        | B        | --       | D   | B             | B                 |
| Downtown C-3                  | B                           | C       | C        | B        | --       | --  | A*            | NA                |

\* Required if lot area facing Kansas Avenue is available given building setbacks; otherwise, no transition buffer landscaping required in the C-3 Downtown along Kansas Avenue.

### 3. Description of Buffer Types and Options

#### Buffer Type "A"

| Width (feet) | Plant Units (per 100 feet of buffer length) | Primary Plant Material               |
|--------------|---------------------------------------------|--------------------------------------|
| 7            | 60                                          | Small Evergreen Trees                |
| 15           | 40                                          | Conifers/Evergreens/Evergreen Shrubs |

Buffer Type "B"

| <b>Width<br/>(feet)</b> | <b>Plant Units<br/>(per 100 feet of buffer<br/>length)</b> | <b>Primary Plant Material</b>           |
|-------------------------|------------------------------------------------------------|-----------------------------------------|
| 15                      | 120                                                        | Small Evergreen Trees                   |
| 25                      | 100                                                        | Conifers/Evergreens/Evergreen<br>Shrubs |

Buffer Type "C"

| <b>Width<br/>(feet)</b> | <b>Plant Units<br/>(per 100 feet of buffer<br/>length)</b> | <b>Primary Plant Material</b>           |
|-------------------------|------------------------------------------------------------|-----------------------------------------|
| 25                      | 160                                                        | Large Deciduous/ Evergreen Trees        |
| 35                      | 140                                                        | Conifers/Evergreens/Evergreen<br>Shrubs |

Buffer Type "D"

| <b>Width<br/>(feet)</b> | <b>Plant Units<br/>(per 100 feet of buffer<br/>length)</b> | <b>Primary Plant Material</b>           |
|-------------------------|------------------------------------------------------------|-----------------------------------------|
| 35                      | 240                                                        | Fence/Wall or Berm + Large<br>Deciduous |
| 45                      | 200                                                        | Large Deciduous/Evergreen Trees         |

4. Location of Buffers. Right-of-Way and Transition Buffers may be required to be located along those portions of a site that are adjacent to public rights-of-way and along those portions adjoining lots with a different zoning classification. In the case of modifications or additions to an existing building or site, buffers shall only be required along those portions of the site that are directly affected by the proposed improvements, as determined by the City.
5. Use of Buffers. Required buffers shall be reserved solely for screening and landscaping. No proposed building addition, structure, parking area or any other type of physical land improvement shall be located in a required buffer, provided that driveways or roads may cross required

buffer if necessary to provide access to the building site. Sidewalks and pedestrian paths may also be located within required buffers.

6. **Responsibility for Installing Buffers.** The developing property shall always be responsible for providing required buffers; except that, Downtown buffer installation shall be exempt from immediate compliance; rather, a two-year grace period may be granted, after which the developer shall make improvements or grant access to the city, which may make improvements and assess costs against the property. If any developing site is adjacent to an undeveloped site and has a less intensive zoning classification than the adjacent, undeveloped site, the developing site shall have the option of merely setting aside the required land area for the buffer. Then, when the adjacent site develops, it shall be responsible for installing the required plant material.

**E. Dumpster Screening:** Dumpsters located in commercial districts shall be completely screened from view of roadways and adjacent sites by fences, walls or vegetative screens. The screen shall provide complete visual screening of the dumpster and be compatible in material and color with the principal structure on the lot.

**F. Landscape Material Standards:** The following standards shall be considered the minimum required planting standards for all trees and landscape material.

1. **Plant Units.** Many of the landscaping standards of this section are expressed in terms of the number of “plant units” required. The following table provides a breakdown of plant unit equivalencies.

| Type of Plant Material             | Equivalent Plant Units |
|------------------------------------|------------------------|
| Medium or Large Deciduous Tree     | 10                     |
| Small Deciduous or Ornamental Tree | 5                      |
| Conifer or Upright Evergreen       | 7                      |
| Shrub                              | 1                      |

2. **Plant Quality.** Plants installed to satisfy the requirements of this shall conform to or exceed the plant quality standards of the most recent edition of American Standard for Nursery Stock, published by the American Association of Nurserymen. Plants shall be nursery grown and adapted to the local area.

3. **Artificial Plants.** No artificial plants or vegetation shall be used to meet any standards of this section.
4. **Trees Recommended.** Where required or permitted, trees should be of ornamental, evergreen, or of the large deciduous types, such as oak, maple, ash, hickory, or thornless honey locust.
5. **Species Mix.** When more than ten trees are required to be planted to meet the standards of this section, a mix of species shall be provided. The number of species to be planted shall vary according to the overall number of trees required to be planted in accordance with the following requirements:

| <b>Required Number of Trees</b> | <b>Minimum Number of Species</b> |
|---------------------------------|----------------------------------|
| 11-20                           | 2                                |
| 21-30                           | 3                                |
| 31-40                           | 4                                |
| 41+                             | 5                                |

6. **Sizes.**
  - (a) **Medium and Large Deciduous Trees.** Medium and large deciduous trees planted to satisfy the standards of this section shall have a minimum caliper (diameter) of two inches, measured at a point that is at least six inches above ground level.
  - (b) **Small Deciduous or Ornamental Trees.** Small deciduous and ornamental trees planted to satisfy the standards of this section shall have a minimum height of four feet.
  - (c) **Conifers.** Conifers planted to satisfy the standards of this section shall have a minimum height of five feet.
  - (d) **Upright Evergreens.** Upright evergreens planted to satisfy the standards of this section shall have a minimum height of four feet.
  - (e) **Shrubs (Deciduous and Conifer).** Shrubs may be of a size determined by the applicant, unless otherwise indicated by other sections of this development code.

- (f) Ground Treatment. The ground area within required landscape areas shall receive appropriate landscape treatment and present a finished appearance and reasonably complete coverage upon planting. The following standards shall apply to the design of ground treatment:
7. Ground Cover. Ground cover appropriate for the area may be planted in lieu of turf grass. Ground cover shall be of a size and spacing to provide a minimum of 50 percent coverage after the first full growing season and complete coverage at maturity. Edging shall be provided for all ground cover.
  8. Mulch. Mulch shall be installed and maintained at a minimum depth of two inches on all planted areas except where ground cover plants are fully established. Mulch may be used as a permanent ground treatment in those landscape designs where ground cover or grass is inappropriate.
  9. Grass Seed and Sod. Turf areas shall be planted with species suitable as permanent lawns in Liberal. Where grass seed is used, maintenance shall be provided until coverage is complete, and complete coverage shall be provided after the first full growing season.
  10. Use of Existing Plant Material. Vegetation and plant material that exists on a site prior to its development may be used to satisfy the landscaping standards of this section provided that it meets the size, variety and locational requirements of this section.

## **G. Installation and Maintenance**

1. Installation. All landscaping shall be installed according to sound nursery practices in a manner designed to encourage vigorous growth. All landscape material, living and non-living, shall be healthy and in place prior to issuance of final Occupancy Certificate. A temporary Occupancy Certificate may be issued prior to installation of required landscaping if written assurances and financial guarantees are submitted ensuring that planting will take place when planting season arrives.
2. Maintenance. Trees, shrubs, fences, walls and other landscape features depicted on plans approved by the City shall be considered as elements of the project in the same manner as parking, building materials and other details are elements of the plan.
3. The land owner, or successors in interest, or agent, if any, shall be jointly and severally responsible for the following:

- (a) Regular maintenance of all landscaping in good condition and in a way that presents a healthy, neat, and orderly appearance. All landscaping shall be maintained free from disease, pests, weeds and litter, including picking up sacks along Kansas Avenue, given its high visibility in the community. This maintenance shall include weeding, watering, fertilizing, pruning, mowing, edging, mulching or other maintenance, as needed and in accordance with acceptable horticultural practices;
  - (b) The repair or replacement of required landscape structures (e.g., walls, fences) to a structurally sound condition;
  - (c) The regular maintenance, repair, or replacement, where necessary, of any screening or buffering required by this section; and
  - (d) Continuous maintenance of the site.
4. Replacement. Required landscaping shall be replaced with equivalent landscaping if it is not living within one year of issuance of a Certificate of Occupancy; except that, Downtown replacement may be required after two years.
  5. Clean-up. At the time landscaping improvements are made, the property shall be cleaned up of trash and rubbish, and shall be maintained free of debris as part of the maintenance requirements in this section.

**H. Alternative Compliance:** Applicants shall be entitled to demonstrate that the intent of this section can be more effectively met, in whole or in part, through alternative means. If approved, an Alternative Compliance Landscape Plan shall be substituted, in whole or in part, for a landscape plan meeting the express terms of this section.

1. Procedure. Alternative Compliance Landscape Plans shall be prepared and submitted in accordance with the procedures established by Liberal. The plan shall be clearly labeled as an "Alternative Compliance Landscape Plan," and the plan shall clearly delineate and identify the modifications and alternatives proposed.
2. Review Criteria. In reviewing proposed Alternative Compliance Landscape Plans, favorable consideration shall be given to exceptional landscape designs that attempt to preserve and incorporate existing vegetation in excess of minimum standards and plans that demonstrate innovative design and use of plant materials. Alternative Compliance Landscape Plans may be approved upon a positive finding for all of the following criteria:

- (a) Natural land characteristics or existing vegetation on the proposed development site would achieve the intent of this section.
- (b) Innovative landscaping or architectural design is employed on the proposed development site to achieve a buffering effect that is equivalent to the buffer standards of this section;
- (c) The required landscaping or buffering would be ineffective at maturity due to topography or the location of improvements on the site; or
- (d) The proposed alternative represents a plan that is as good or better than a plan prepared in strict compliance with the other standards of this section.

**I. Landscape Maintenance:**

1. All vegetation shall be provided with an adequate, permanent and accessible source of water, which shall be provided, by installed on-site water sources.
2. All vegetation shall be maintained free of physical damage or injury from lack of water, excess of chemical fertilizer and other toxic chemicals, blight or diseases and such vegetation or those that show signs of damage or injury at any time shall be replaced by the same, similar or substitute vegetation at full growth.

## ARTICLE XXVII NONCONFORMING USES

### **Section 1.** May be continued:

- A. The following lawful uses of land may be continued.
  - 1. A use of land existing at the time of annexation of such land to the City, including that land used for the purpose of storing junk, scrap iron, and scrap material, including dismantled and wrecked automobiles or other vehicles, or other types of open storage and which is located in other than "I-2" Heavy Industrial District, shall be discontinued within five (5) years of annexation unless rezoned to an "I-2" District.
  - 2. A use of land existing at the time an amendment is made to the Zoning Ordinance, which changes such land to a more restrictive district even though such use does not conform to the provisions of this Ordinance. However, if such nonconforming use, or another nonconforming use to which the land may be changed, is discontinued for a period of six (6) months or more, then any future use of said premises shall be only in accordance with the provisions of the Zoning Ordinance.

### **Section 2. May not be continued:** Nonconforming use, which may not be continued:

- A. Whenever a nonconforming use of a building has been changed to a more conforming use, such use shall not thereafter be changed to a less conforming use.
- B. A nonconforming building which has been damaged to the extent of more than sixty percent (60%) of its structural value by fire, explosion, act of God or the public enemy shall not be restored, except in accordance with all zoning regulations. In the event of a question as to the structural value of such a building, the same shall be determined by three (3) appraisers; one (1) of whom shall be selected by the Governing Body, one (1) of whom shall be selected by the owner of the building, and the third appraiser shall be selected by the two (2) appraisers so selected. If the first two (2) appraisers so selected cannot agree on the selection of the third such appraiser, the Judge of the appropriated court shall be requested to appoint such third appraiser. The decision of the appraisers, or a majority of them, shall be final and conclusive and shall be binding upon all concerned for the purpose of determining whether the damaged property may be restored. The property owner shall pay the cost of such appraisal.



- C. The nonconforming use of a building or premises for the purpose of dismantling to wrecking automobiles or other vehicles of any kind or for the purpose of storing junk, scrap iron and scrap material, including dismantled and wrecked automobiles or other vehicles, or other types of storage and which is located in other than "I-2" Heavy Industrial District, shall be discontinued within five (5) years from the effective date of this Ordinance, and the buildings or premises thereafter devoted to a use permitted in the district in which such buildings or premises are located.
- D. Where land is used for business signs, bulletin boards, or billboards, at the time of passage of the Zoning Regulations, and are not in conformance with the Zoning Regulations, the use of such land for said business signs, bulletin boards, or billboards shall be discontinued and the sign removed within five (5) years after the effective date of the Zoning Ordinance. Land, as used in this paragraph, shall mean signs on supports on vacant land as well as signs on buildings.

### **Section 3. NONCONFORMING STRUCTURES**

- A. Maintenance and repair.** Remodeling of a Nonconforming Structure within the existing Building footprint shall be permitted without a Variance. Any Nonconforming Structure damaged to the extent of 50 percent or less of its fair market value by fire, wind, tornado, earthquake or other natural disaster may be rebuilt, provided such rebuilding does not increase the Intensity of Use as determined by the number of Dwelling Units (for residences) or Floor Areas or ground coverage (for nonresidential uses). The Structure shall not be rebuilt closer to the property line than the original Structure or the applicable Setback lines, whichever is closer. Nonconforming Structures damaged 50 percent or less of their fair market value by flooding may be rebuilt as set forth in this section, provided such reconstruction shall conform to all requirements of the Building Code related to construction in flood hazard areas. Any Building so damaged more than 50 percent of its value may not be rebuilt, repaired, or used unless it is made to conform to all regulations for Buildings in the District in which it is located, provided that such restoration as may be made is to the fullest extent possible in conformance with development standards.
- B. Enlargement and expansion.** Any expansion of the Nonconforming Structure that increases the degree of nonconformance is prohibited. Other expansions of the Structure shall be permitted and shall not require a Variance. The initial determination of whether a proposed expansion increases the degree of Nonconformity shall be made by the Zoning Administrator, with an appeal to the Board of Zoning Appeals.

- C. Relocation.** If a Nonconforming Structure is relocated within the area to which this Code is applicable, it shall be placed only in a location in which it fully conforms with the requirements of this Code.
- D. Unsafe Structures.** Nothing in this section shall be construed to permit the continuing use of a Building found to be in violation of basic life safety or health codes of the City or County. The right to continue to use a noncomplying Structure shall be subject to all applicable housing, building, health and other life safety and health codes of the jurisdiction in which the Building is located.

(This page intentionally left blank)

## **ARTICLE XXVIII ENFORCEMENT, VIOLATION AND PENALTY**

**Section 1. Enforcement:** The City Building Inspector, or anyone designated by the City manager, shall administer and enforce this Zoning Ordinance. Appeal from the decision of the enforcing officer may be made to the Board of Zoning Appeals.

**Section 2. Certificate of Occupancy:**

- A. Subsequent to the effective date of this Zoning Ordinance, no change in use or occupancy of land nor any change in the use or occupancy of an existing building shall be made, nor shall any new building be occupied until a certificate of occupancy has been issued by the Building Inspector. The certificate of occupancy shall state that the land and/or building comply with the provisions of this Zoning Ordinance.
- B. No permit for excavation or the erection or alteration of any building shall be issued before an application has been made and approved for a certificate of occupancy and compliance and no building or premises shall be occupied until such certificate is issued.
- C. A record of all certificates of occupancy shall be kept on file in the office of the Building Inspector and copies shall be furnished for two dollars (\$2.00) on request by any person having an interest in the land or building affected.
- D. Buildings used for single-family purposes shall be exempt from this requirement.

**Section 3. Plats:** Each application for a building permit shall be accompanied by a plat in duplicate, drawn to scale, showing the actual dimensions of the lot to be built upon, the size, shape and location of the building to be erected and such other information as may be necessary to provide for the enforcement of this regulation. A record of applications and plats shall be kept in the office of the Building Inspector.

**Section 4. Violation and Penalty**

- A. The owner or agent of a building or premises in or upon which a violation of any provision of this Ordinance has been committed or shall exist; or the lessee or tenant of an entire building or entire premises in or upon which a violation has been committed or shall exist; or the agency, architect, building contractor or any other person who commits, takes part or assists in any violation or who maintains any building or premises in or upon which a violation has been committed or shall exist, shall be punished by a fine not

to exceed five hundred dollars (\$500). Each and every day that such violation continues shall constitute a separate offense.

- B. In case any building or structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any building, structure or land is used in violation of this regulation, the appropriate authorities of said area, in addition to other remedies may institute injunction, mandamus, or other appropriate action or proceedings to prevent such unlawful erection, construction, maintenance or use, or to correct or abate such violation or to prevent the occupancy of said building, structure, or land.

**Section 5.** The City Inspection Department shall be responsible for the inspection and approval of water and sanitary sewer systems, septic tank systems, and other waste disposal systems installed in the incorporated limits of the city and its Extraterritorial Area.

**ARTICLE XXIX  
LIBERAL METROPOLITAN AREA  
BOARD OF ZONING APPEALS**

**Section 1. Board of Zoning Appeals Established:** Pursuant to KSA 12-759, there is hereby created a Board of Zoning Appeals for the City of Liberal, Kansas and the Extraterritorial Area. Said board shall consist of seven (7) members with two (2) members serving three (3) year terms, one (1) member serving a two (2) year term and two (2) members serving a one (1) year term, all of whom shall be residents of the City of Liberal, Kansas and one (1) member from the Extraterritorial Area serving a three (3) year term and one (1) serving a two (2) year term. All terms after the initial appointment will be for a period of three (3) years. Members are appointed by the Mayor with the consent of the City Commission at their first regular meeting in January of each year and take office at the next regular meeting of the Commission. Vacancies are filled by appointment for the unexpired term.

**Section 2. Election of Officers:** The Board shall annually elect one (1) of its members as Chairman and shall appoint a Secretary who may be an officer or an employee of the City.

**Section 3. Rules of Procedure:** The Board shall adopt bylaws and rules of procedure for the conduct of business.

**Section 4. Meetings:** Meetings of the Board shall be held at the call of the Chairman and at such other times as the Board may determine.

**Section 5. Records:** The Board shall keep minutes of its proceedings, showing evidence presented, findings of fact by the Board, decisions of the Board and voting upon each question. Records of all official actions of the Board shall be filed in its office and shall be a public record.

**Section 6. Filing Fees:** For the purpose of wholly or partially defraying the cost of the proceedings prescribed herein, including publication costs, the applicant for a variance/exception, upon filing an appeal, shall pay to the Secretary of the Board of Zoning Appeals a fee in the amount of two hundred seventy-five dollars, (\$275).

**Section 7. Public Hearing and Notice:** The Board of Zoning Appeals shall fix a reasonable time for hearing of an appeal or other matter referred to it. Notice of time, place, and subject of such hearing shall be published once in the official newspaper at least twenty (20) days prior to the date fixed for hearing. A copy of said notice shall be mailed to each party to the Appeal and to the Planning Commission.

**Section 8. Powers and Jurisdictions:** The Board of Zoning Appeals shall administer the details of appeals or other matters referred to it regarding the application of the Zoning Ordinance. The Board shall have the following specific powers:

- A. To hear and decide on appeals where it is alleged that there is error in any order, requirement, decision or determination made by an Administrative Official in the enforcement of the Zoning Ordinance.
- B. To interpret the provisions of this Ordinance in such a way as to carry out the intent and purpose of the adopted Comprehensive Plan, and as shown upon the Zoning District Map fixing the several districts and accompanying and made a part of this Ordinance, where the street layout actually on the ground varies from the street layout as shown on the Zoning District Map.
- C. To permit a variation in the yard requirements of any district where there are practical difficulties or unnecessary hardships in the carrying out of these provisions due to an irregular shape of the lot, or topographical or other conditions; provided, that such variation will not seriously affect any adjoining property or the general welfare or where variations may be permitted which allow unusual arrangement on the lot and still clearly and unmistakably accomplish the intent of this Ordinance. The Board must find that the granting of such variance will not merely serve as a convenience to the applicant, but will alleviate some demonstrable or unusual hardship or difficulty.
- D. To hear and grant exceptions to district zoning regulation subject to Section 11 below.

**Section 9. Procedure:**

- A. Appeals to the Board of Zoning Appeals may be taken by any person aggrieved, or by any officer of the City or any governmental agency or body affected by any decision of the official administering the provision of the Zoning Ordinance.
- B. Appeals shall be taken within a reasonable time, as provided by the rules of the Board, by filing a notice of appeal specifying the grounds thereof and payment of the required filing fee.
- C. Appeals and requests to the Board for variances and exceptions to this Zoning Ordinance shall be prepared and submitted on forms approved and furnished by the Planning Commission.

- D. After filing the required appeal or request and payment of the required fee, the Board of Zoning Appeals shall advertise and hold a public hearing as provided in Section 7 above.
- E. Notice of the decision of the Board of Zoning Appeals shall be in writing and transmitted to applicant. A copy of such decision shall also be transmitted to the Building Official for action, if action is required.
- F. Any person, official or governing agency dissatisfied with any order or determination of said Board may bring action in the District Court of Seward County, Kansas, to determine the reasonableness of any such order or determination.

#### **Section 10. Variances to this Ordinance:**

- A. The applicant must show that his property was acquired in good faith and, where by reason of exceptional narrowness, shallowness or shape of his specific piece of property at the time of the effective date of this Zoning Ordinance or where by reason of exceptional topographical conditions or other extraordinary or exceptional circumstances, that the strict application of the terms of this Zoning Ordinance actually prohibit the use of his property in the matter similar to that of other property in the zoning district where it is located.
- B. Variances are limited to yard regulations may not be more than one-half ( $\frac{1}{2}$ ) the required yard and shall not encroach upon the required setback for adjacent buildings.
- C. In granting a variance, the Board of Zoning Appeals must satisfy itself, from the evidence heard before it, that the granting of the variance will alleviate a clearly demonstrable hardship approaching confiscation as distinguished from a special privilege or convenience sought by the owner. The Board shall also find that the variance, if granted, is in harmony with the intended spirit and purpose of this Zoning Ordinance and does not constitute a direct and obvious amendment to the district regulations or district boundaries.
- D. In exercising the above powers, the Board may reverse or affirm wholly or partly, or may modify, the order, requirement, decision or determination appealed from the Building Official. The Board may make such order, requirement, decision or determination as ought to be made, and to that end shall have the same powers as the Building Official from whom the appeal is taken. If the Board approves the variance, they shall notify the Building Official of their decision and shall instruct him to issue a permit. A time limit may be specified as a condition for granting the appeal.



- E. Every variation granted or devised by the Board shall be accompanied by the written finding of fact, based on testimony and evidence and specifying the reason for granting or denying the variance, a copy of which shall be filed in the office of the City and/or County Clerk, to be available for public inspection.

**Section 11. Exceptions to this Zoning Ordinance:**

- A. Exceptions to this Zoning Ordinance shall be made by special use permit after the request has been duly advertised and a public hearing held as required by law.
- B. Prior to review of the request of an exception by the Board of Zoning Appeals the applicant shall:
  - 1. File an application on forms provided.
  - 2. File with the application a statement certifying that the applicant is the lawful owner of the real estate upon which the excepted use is proposed or that he has the lawful right to receive a conveyance thereof if the application is granted.
  - 3. File a form of declaration of restrictions indicating use, which is to be made by the legal owner if the application is granted. Said restrictions must show that use of the land will be solely that which was applied for as an excepted use. The restriction must provide that if such use is abandoned or is proposed to be changed, the subsequent use shall be in conformity with the zoning restrictions in effect as to the land prior to authorization of the exception, unless a new application for an excepted use is made and granted.
  - 4. File a plot plan with the application showing:
    - (a) Legal dimension of the tract to be used.
    - (b) Location of all proposed improvements including curb cut access, off-street parking and other such facilities as the applicant proposes to install.
    - (c) Grade elevations.
    - (d) Building setback from all property lines.
    - (e) Front, side and rear elevations of all improvements to be erected.
    - (f) Such perspective drawings of the proposed improvements, in such detail as the Board may require, as will clearly show the finished appearance of the improvements proposed.
    - (g) Location and type of planting, screening or walls.
    - (h) Such other items as the Board shall deem reasonably necessary to properly process the application.

C. In considering any application for an exception hereunder, the Board of Zoning Appeals shall give consideration to the Comprehensive Plan, and the health, safety, morals, comfort and general welfare of the inhabitants of the City and County, including but not limited to the following factors:

1. The stability and integrity of the various zoning district.
2. Conservation of property values.
3. Protection against fire and casualties.
4. Observation of general police regulations.
5. Prevention of traffic congestion.
6. Promotion of traffic safety and the orderly parking of motor vehicles.
7. Promotion of the safety of individuals and property.
8. Provision for adequate light and air.
9. Prevention of overcrowding and excessive intensity of land uses.
10. Provision of public utilities and schools.
11. Invasion by inappropriate uses
12. Value, type and character of existing or authorized improvements and land uses.
13. Encouragement of improvements and land uses in keeping with overall planning.
14. Provision for orderly and proper urban renewal, development and growth.

D. Exceptions which may be authorized by the Board of Zoning Appeals are as follows:

1. In District "A-L":

- (a) Drive-in theaters.
- (b) Isolation homes, penal institutions, sanitariums or asylums for the insane or feeble minded.
- (c) Mineral extraction.
- (d) Seasonable or temporary uses such as recreational camps or similar enterprises.

2. In Districts "A-L", "R-1", "R-2" and "R- 3":

- (a) Any public building erected or land used by any department of the City, County, State or Federal Government.
- (b) Airports and heliports.
- (c) Cemetery and crematory.
- (d) Telephone exchanges, electric substations and regulator stations or other public utilities.
- (e) Nursing homes and care homes for the aged on a tract of land three (3) acres or larger.

3. In Districts "A-L", "R-1", "R-2", "R-3", "M-P", "M-H", "I-P", "C-1" and "C-2"
  - (a) Exceptions for Home Occupations, Day Care Homes, Group Day Care Homes, Pre-Schools and Child Care Centers are authorized in accordance with the District Use Regulations.
4. In District "R-3":
  - (a) Public and private parking lots on land adjoining a commercial zone or a public or semi-public use, providing all of such land lies within three hundred feet (300') of the boundary of the commercial zone, public use or semi-public use and further providing:
    - (1) The parking area is paved with concrete, asphalt or similar dust free surface.
    - (2) The parking area is enclosed with a fence, wall or landscaped buffer area, determined by the Board of Zoning Appeals, having a height of not less than four feet (4') nor more than five feet (5'). Such fence, wall or other enclosure shall be maintained in good condition by the owners and shall observe the front and side yard regulations of the district in which it is located.
    - (3) Any lights used to illuminate said parking area shall be so arranged as to reflect light away from adjoining residential district or districts.
    - (4) A bond as specified in Section 12 shall be filed with the City to guarantee to the City that all improvements will be installed. The bond shall be enforceable by or payable to the City in a sum equal to the cost of constructing the off-street parking area, as estimated by the City.
5. In District "I-2":
  - (a) Automobile wrecking yards, junk yards, and scrap processing yards subject to the following:
    - (1) Located on a tract of land at least three hundred feet (300') from a residential district zone.
    - (2) The operation shall be conducted wholly within a noncombustible building or within an area completely surrounded on all sides by a fence, wall or hedge. The fence, wall or hedge shall be so maintained by the proprietor as to insure maximum safety to the public and preserve the general welfare of the neighborhood. The fence, wall or hedge shall be installed in such a manner as to retain all scrap, junk or other material within the yard.
    - (3) No junk shall be loaded, unloaded or otherwise placed, either temporarily or permanently outside the enclosing building, hedge, fence or wall, or within the public right-of-way.

(4) Burning of paper trash, junk or other waste materials shall be permitted only after approval of the Fire Department. Said burning, when permitted, shall be done during daylight hours only.

- (b) Petroleum refining.
- (c) Ready-mix concrete and asphalt mix plants.
- (d) Manufacturing or storage of bulk oil, gas and explosives.
- (e) Other uses which may be noxious or offensive by reason of the emission of odor, dust, smoke, gas, noise or vibration.

## **Section 12. Performance:**

- A. In making any decision varying or modifying any provision of this Zoning Ordinance or in granting an exception to the district regulations, the Board of Zoning Appeals shall impose such restrictions, terms, time limitation, landscaping, improvement of off-street parking lots and other appropriate safeguards as required to protect adjoining property.
- B. In lieu of actual construction of an approved off- street parking lot, the Board of Zoning Appeals may accept, in the name of the City, a corporate surety bond, cashier's check, escrow account or other like security in an amount to be fixed by the City and conditioned upon actual completion of such improvement, within a specified time, and the Governing Body may enforce such bond by all equitable means. Bonds or other security shall be filed with the City Clerk.

(This page intentionally left blank)

## **ARTICLE XXX AMENDMENTS**

**Section 1. Amendments:** The Governing Body may from time to time amend, supplement or change the district boundaries or regulations contained in this Zoning Ordinance. A proposal for an amendment or a change in zoning may be initiated by the Governing Body or by the Planning Commission or upon application by the owner of the property affected. All such proposed changes shall first be submitted to the Planning Commission for recommendation and report. Upon the development of tentative recommendations, the Planning Commission shall hold a public hearing thereon and shall cause an accurate, written summary to be made of the proceedings.

**Section 2. Application:** Any party desiring any change in Zoning District boundaries as shown on the "Official Zoning Map of the City of Liberal," the applicant shall file an application with the Secretary to the Planning Commission on forms provided by the Planning Commission. Each application shall be accompanied with a certified list of names and last known address of property owners that are within 200 feet of the property proposed to be rezoned. If a city proposes a zoning amendment to property located adjacent to or outside the city's limits, the area of notification of the city's action shall be extended to at least 1,000 feet in the unincorporated area. All proposed changes shall be submitted to the Planning Commission for recommendation and report. Upon development of tentative recommendations, the Planning Commission shall hold a public hearing and during the public hearing shall make an accurate, written summary of the proceedings.

**Section 3. Filing Fee:** Any application for a zoning change, variance, vacation of easement, street or alley, special use permit, or amendment, or the filing of a Notice of Appeal, shall be accompanied by such fee as shall be specified from time to time by ordinance or resolution by the Governing Body of the City and County.

**Section 4. Public Hearing and Notice:** Before the Planning Commission shall, by proper action, formulate its recommendation to the Governing Body on any such proposed or requested change of zoning district boundary, or regulation, whether initiated by the Governing Body or Planning Commission or by others, the Planning Commission shall hold a public hearing on such proposal. The Secretary of the Planning Commission shall cause a notice of public hearing to be published once in the official newspaper and at least twenty (20) days shall elapse between the date of such publication and the date set for the hearing. Such notice shall fix the time and place of the hearing and shall contain a statement regarding the proposed changes in district boundaries or regulation. If the proposed change will affect specific property, the legal description and street address shall be given, in addition to the publication notice, the Secretary of the

Planning Commission shall mail a notice to all land owners within two hundred feet of the area proposed to be rezoned, if a city proposes a zoning amendment to property located adjacent to or outside the city's limits, the area of notification of the city's action shall be extended to at least 1,000 feet in the unincorporated area. Each notice shall give a written description of the proposed change and shall be mailed a minimum of twenty (20) days prior to the meeting. Such notice shall contain a statement that a complete legal description is available for public inspection and shall indicate where such information is available. When the notice has been properly addressed and mailed, failure of a party to receive such notice shall not invalidate any subsequent action taken by the Planning Commission or the Governing Body.

**Section 5. Protest:** If a protest against such amendment is filed in the office of the City or County Clerk within fourteen (14) days after the date of the conclusion of the public hearing pursuant to said publication notice, said protest being duly signed and acknowledged by the owners of twenty percent (20%) or more of any real property proposed to be rezoned or by the owners of twenty percent (20%) of the area, excepting public streets and ways, located within or without the corporate limits of the City and located within two hundred feet (200') of the boundaries of the property proposed to be rezoned, such amendment shall not be passed except by at least three-fourths (3/4) vote of the members of the Governing Body.

**Section 6. Matters to be considered:** The Governing Body from time to time may supplement, change or generally revise the boundaries or regulations by amendment to the zoning ordinance or the official zoning map. The Governing Body or the Planning Commission may initiate a proposal for such amendment. If such proposed amendment is not a general revision of the existing regulations and affects specific property, the amendment may be initiated by application of the owner of property affected. Any such amendment, if in accordance with the land use plan, or the land use element of a comprehensive plan, shall be presumed to be reasonable. Prior to any rezoning recommendation of the Planning commission or any rezoning action taken by the Governing Body, both the Planning Commission and the Governing Body will consider the following specific factors:

- A. The character of the neighborhood in which the property is to be rezoned;
- B. The zoning and uses of properties nearby;
- C. The suitability of the subject property for the uses of which it has been restricted;
- D. The extent to which removal of the restrictions will detrimentally affect nearby properties;
- E. The length of time the subject property has remained vacant and zone.
- F. The relative gain to the public health, safety and welfare by the destruction of the value of any plaintiff's property as compared to the hardship imposed upon the individual landowner, and,

G. The recommendation of permanent or professional staff;

Five additional factors that should be considered in any rezoning are as follows:

- A. Site location and relationship to public services and utilities;
- B. Impact of rezoning on public costs;
- C. Impact on transportation and vehicle movement - streets/sidewalks, roadways;
- D. Environmental impact on community/site - air, water, noise, etc.;
- E. Overall economics to community - taxation versus service requirements.

All factors that are considered in a rezoning amendment shall be recorded in the minutes or made a part of a permanent written record.

**Section 7. City Commission Vote Under Protest.** If a protest against such proposed amendment is filed in the office of the City Clerk within fourteen (14) days after the date of the conclusion of the public hearing pursuant to the above mentioned publication notice, duly signed and acknowledged by the owners of twenty percent (20%) or more of any real property proposed to be rezoned or by the owners of twenty percent (20%) of the total area, excepting public streets and ways, located within or without the corporate limits of the city and located within two hundred feet (200') of the boundaries of the property proposed to be rezoned if within the city limits and one thousand feet (1,000') if outside the city limits, such amendment shall not be passed except by at least 3/4 vote of all members of the City Commission.

**Section 8. Limitation on Successive Petitions.** Provisions for a limitation on successive petitions on Planning Commission items shall be as follows:

- A. The withdrawal of an original application after it has been advertised for public hearing shall constitute a denial of the application just as if the public hearing had commenced and concluded.
  - 1. No application for an amendment to this chapter including the zoning map, uses permitted upon review and Planned Unit Developments, shall be accepted by the Liberal City Commission within twelve (12) months. The withdrawal of an original application after it has been advertised for public hearing shall constitute a denial of the application just as if the public hearing has commenced and concluded.
  - 2. Irrespective of subsection "A" above, an application for a rehearing may be accepted by the Liberal Metropolitan Area Planning Commission within twelve (12) months after a denial if it is accompanied by an affidavit setting forth facts which, in the judgment of the Planning Commission, constitute a substantial change from the original application. All requests for rehearing, as provided for in this article, shall be submitted to the Liberal



Metropolitan Area Planning Commission fifteen (15) days prior to a regularly scheduled meeting of the Liberal Metropolitan Area Planning Commission and shall be included on the agenda for that meeting as a non-public hearing item. If substantial change from the original application, the item will be advertised and a public hearing will be held at the next regularly scheduled meeting of the Liberal Metropolitan Area Planning Commission.

**ARTICLE XXXI  
VALIDITY**

**Section 1.** Ordinance 4593 the Revised Ordinances of the City of Liberal, Kansas, and all amendments thereto are hereby repealed.

**Section 2.** This is to certify that this Zoning Ordinance was duly approved by the Planning Commission on this XXth day of May, 2025.

/s/ Steve Merz, Chairman

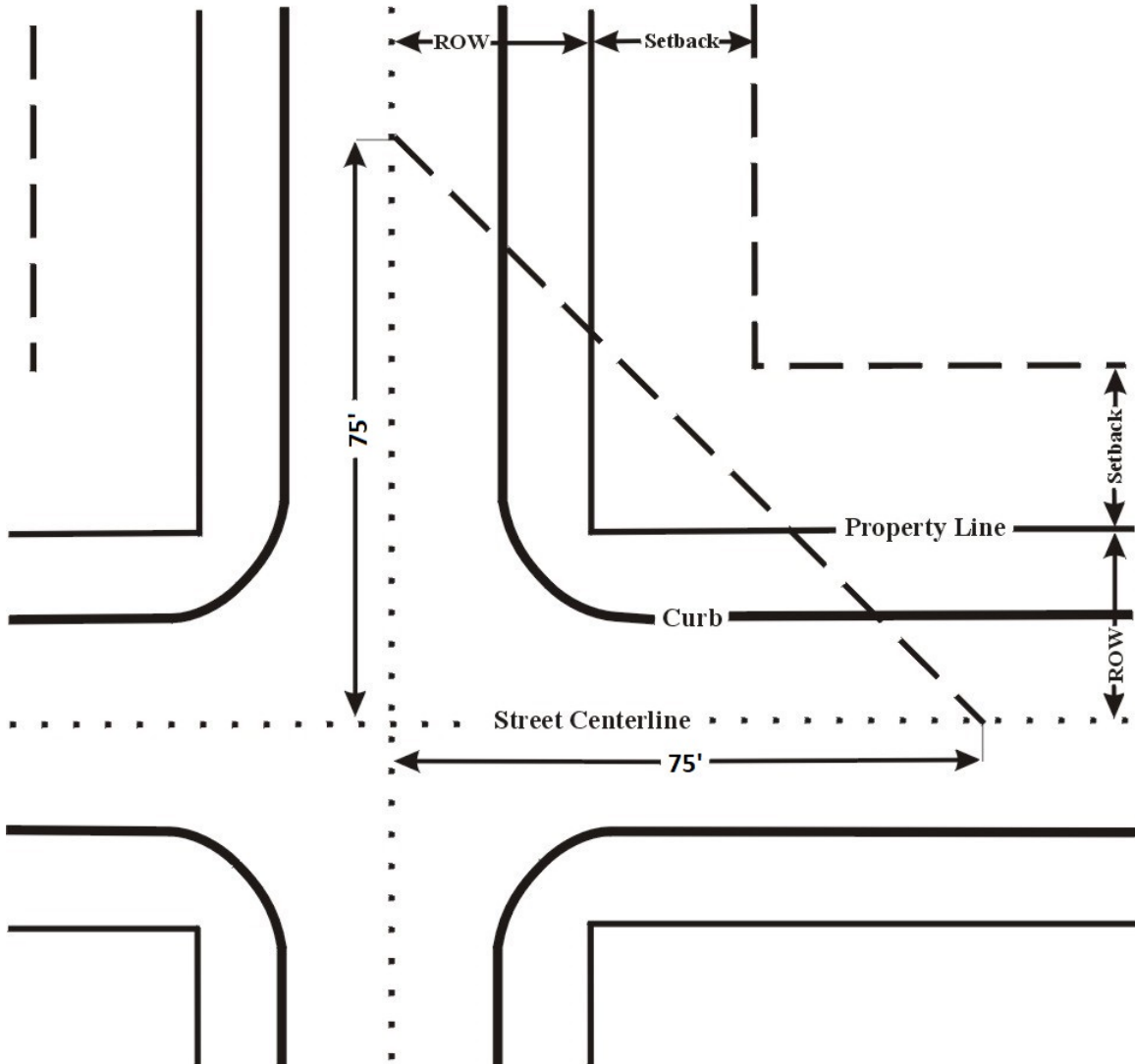
/s/ Arlene Rosales, Secretary

**Section 3.** This Ordinance shall become effective upon its publication one in the official City newspaper.

(This page intentionally left blank)

ARTICLE XXXII  
ATTACHMENTS

*Figure 1 - Sight Triangle Minimum Standards*



# 2025 Zoning Revision Changes

Specific change points

# Article II, Section 1, F

X

The Language of this section seems to be outdated and no longer necessary.

Propose deleting the entire portion

~~F. **Effect on Existing Permits.** For all purposes except single-family residential developments platted and recorded after January 1, 1992, nothing in these regulations shall be deemed to require any change in plans, construction or designated use of any land or structure in the event that: (See Art 2 Section 1-G)~~

7

Revised 02/2025

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

# Article II, Section 1, G

X

Another Outdated section which to my knowledge has never been enforced.

Propose deleting the entire portion

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

# Article III, Section 1

X

This section is duplicated information from a previous section

Propose deleting the entire portion

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

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



# Article III, Section 2, #1

Mod

On certain occasions the limit of 1000 sq feet for an accessory structure has been an issue for homeowners.

The proposal is to change the verbiage to “shall not exceed 15% of the total lot area”

Revised with recommended alteration for less structures.

**ACCESSORY USE OF BUILDING:** A subordinate building located on the same lot or group of lots with the main building or a subordinate use of land, either of which is customarily incident to the main building or to the principal use of the land (including public utilities such as communication, electricity, gas, water, sewers plus their supports and incidental equipment). An accessory building shall not exceed a square footage calculated as fifteen percent (15%) of the square footage of the parcel less the square footage of any other structures, and shall not exceed the height of the principal dwelling unit.

# Article III, Section 2, #15

X

The second half of the definition is redundant.

Propose simply deleting the second half

15. **BOARD OF ZONING APPEALS:** The board established by the city (also referred to as the BZA) to hear and determine appeals and variances. The Liberal Metropolitan Area Planning Commission is designated as the BZA. Redundant

# Article III, Section 2, #37

Mod

Propose changing the definition of fence to a better suited one.

Revised as commented.

**FENCE:** A barrier, railing, or other upright structure, typically of wood or wire **or other approved material**, enclosing an area of ground to mark a boundary, control access, or prevent escape.

# Article III, Section 2, #62

X

Currently a mobile home manufactured in 1976 can be moved into the city.

Proposed modifying the zoning to limit mobile homes to an age of 20 years prior to the date of moving application.

**62. MANUFACTURED DESIGN HOME - MOBILE HOMES:** A factory built structure or structure more than eight (8) feet in width and more than thirty-six (36) feet in length, equipped with the necessary service connections for required utilities, having the plumbing, heating, air conditioning and electrical systems contained therein and made so as to be readily movable as a unit or units on its or their own running gear and designed to be used as a dwelling unit or units without a permanent foundation. The phrase "without a permanent foundation" indicates that the support system is constructed with the intent that the mobile home placed thereon may be moved from time to time at the convenience of the owner. Any unit built **no more than 20 years before the date of application to install federal regulations that became effective July 15, 1976**, will not be allowed. **All** Mobile homes **manufactured after that date** must display a HUD Seal or data plate to verify their proper construction.

# Article III, Section 2, #63

X

The same as the previous slide for modular type homes.

Propose putting the same 20 year age limit for modular homes to be moved into the jurisdiction.

63. **MANUFACTURED HOME:** A structure which bears a seal indicating compliance with the federal manufactured home construction and safety standards established pursuant to 42 U.S.C. §5401, and constructed ~~on or after June 15, 1976.~~ no more than 20 years before the date of application to install.

# Article III, Section 2, #69

X

A duplicate definition to #62

Propose deleting this definition.

69. **MOBILE HOME:** A transportable structure larger than 320 square feet in floor area, designed to be used as a year-round residential dwelling, and built prior to the enactment of the Federal Mobile Home Construction and Safety Act of 1974, which became effective for all mobile home construction on June 15, 1976.

# Article III, Section 2, #75

X

Contradictory from requirements in the parking article.

Propose changing the dimensions from 8'6"x19' to the 9'x20' from parking.

75. **PARKING SPACE:** An area surfaced for the purpose of storing one (1) parked automobile. For the purpose of this ordinance, one (1) parking space shall have a minimum width of **nine feet (9')** and a minimum length of **twenty feet (20')** in computing off-street parking, additional space shall be required off- street for access drives to each parking space. **Contradicts Article XVII B1.**

# Article III, Section 2, #76

X

Update text from the UBC to state adopted code, which covers any future building code adoptions.

76. **PERMANENT FOUNDATION:** A foundation, which is designed to properly transfer imposed load to soil. All foundations shall be of reinforced concrete meeting the standards of the **adopted building code of the City of Liberal.** ~~Uniform Building Code.~~



# Article V, Section 3, #15(m)

x

Adding an element to the special use section of Agricultural that would free up zoning to work with the place vs. space aspect of the comprehensive plan.

15. The following uses may be allowed by special use permit when submitted:

- a. Any public building erected or land used by any department of the City, County, State or Federal Government.
- b. Airport or heliport.
- c. Cemetery or crematory.
- d. Drive-in theaters.
- e. Mineral extraction.
- f. Nursing homes and homes for the aged.
- g. Seasonal or temporary uses such as recreational camps and similar activities.
- h. Telephone exchange, electric and gas substations, and regulator stations.
- i. Home Occupations.
- j. Day Care Homes.
- k. Group Day Care Homes.
- l. Pre-Schools.
- m. Any use following the Land Use & Growth Framework of the comprehensive plan

# Article V, Section 7, 2(f)

X

Update text from the UBC to state adopted code, which covers any future building code adoptions.

- (f) The manufactured house must be installed in accordance with the recommended Installation procedures of the manufacturer and the standards set by the National Conference of States on Building Codes and Standards, and standards published in "Manufactured Home Installations, 1987" (NCS/BCS) (as approved by ANSI A225.1 April 26, 1989) with a continuous, permanent reinforced concrete foundation system, unpierced except for required ventilation and access shall be installed under the perimeter of the manufactured home. The home must be anchored to the foundation system as required by the ~~adopted building code of the City of Liberal~~ **Uniform Building Code, Chapter 18**, upon the final placing of the home, no part of the undercarriage will be exposed to view from the outside. No crawl space access shall be on the side facing any street.

# Article VI, Section 1, C(15)(e,f)

x

Adding “short term rentals” as requiring a special use in residential areas.

Adding an element to the special use that would free up zoning to work with the place vs. space aspect of the comprehensive plan.

**15. The following uses may be allowed by Special Use Permit when submitted, reviewed and approved by the Board of Zoning Appeals**

- a. Any public building erected on land used by any department of the City, County, State or Federal Government
- b. Communication towers. (meeting the requirements of Article XX, Section 1, #11 of this code)
- c. Telephone exchanges, electric substations and regulator stations, or other public utilities
- d. Home occupations
- e. Short Term Rentals (i.e. AirBnB, Vrbo, etc.)
- f. Any use following the Land Use & Growth Framework of the comprehensive plan

# Article VI, Section 1, G (2)(d)

Discuss Pg 40

Creating a stipulation for the possibility of row houses within the side yard setback portion of single family residential areas.

- d. Any development which follows the legal covenants of the addition and the Row housing specifications of Article XX, may have a zero (0) foot side yard.

# Article VI(A), Section 2, F

x

Changing the requirement to match R-1

**F. Lot Coverage:** The maximum lot coverage of impervious surfaces shall not exceed ~~fifty percent (50%)~~ sixty percent (60%) of the lot.

# Article VI(A), Section 2, G(2)(c)

Discuss Pg 40

Adding the possibility of row housing to two family residential.

- c. Any development which follows the Row housing specifications of Article XX, may have a zero (0) foot side yard.

# Article VI(B), Section 3, C(3)

X

Adding the possibility of multiple homes on a single lot, with restrictions, in a multi family dwelling district.

## C. Use Regulations:

1. Any use allowed in R-1 or R-2
2. Multiple Family Dwellings
3. Separate single family dwellings, provided each dwelling has equal street frontage and off street parking as required elsewhere in this code
4. Boarding and lodging homes
5. Hospitals, but not animal or mental hospitals
6. Non-profit institutions of education, philanthropic or eleemosynary nature, except penal or mental institutions
7. Nursing homes and homes for the aged
8. Customary accessory uses and structures located on the same lot or group of lots with the principal use, including tennis courts, open air

# Article VI(B), Section 3(D)(2,3,6)

x

2 adds “unit” for clarification.

3 changes wording to clarify multiple apartment buildings

6 sets rules for bungalow type properties.

**D. Intensity of Use Regulations:** Except as hereinafter provided, all dwellings hereafter erected, enlarged, relocated or reconstructed shall be located upon lots containing the following areas:

1. A lot on which there is erected a single-family dwelling shall contain an area of not less than five thousand square feet (5,000 sq. ft.).
2. A lot on which there is erected a two-family dwelling shall contain an area of not less than three thousand square feet (3,000 sq. ft.) per family unit.
3. A lot on which there **is are** erected **a multiple-family dwellings** shall contain an area of two thousand square feet (2,000 sq. ft.) per family unit.
4. Dormitories, lodging housing, nursing homes, and boarding houses shall provide one thousand square feet (1,000 sq. ft.) of lot area for each occupant.
5. Where a single lot of record as of the effective date of this Ordinance has less than five thousand square feet (5,000 sq. ft.) and its boundary lines along their entire length touched land under other ownership on the effective date of this Ordinance and have not since been changed, such lot may be used only for single-family dwelling purposes, or for other non-dwelling uses permitted in this district providing such structure does not occupy more than 40% of the lot area and providing the structure conforms with other yard and height requirements of this district.
6. **Multiple single-family homes or duplexes can be constructed on lots containing 6000 sq. ft. or bigger. Provided**
  - a. Each home must have equal street frontage
  - b. Each home must have not less than 3000 sq. ft. of lot area.
  - c. Each home or duplex must have 10 ft of separation between them.
  - d. All R-3 setbacks can be met.



# Article VI(B), Section 3, F

X

Changing the lot coverage to match R-1

**F. Lot Coverage:** The maximum lot coverage of impervious surfaces shall not exceed **fifty percent** ~~(50%)~~ (60%) of the lot.

# Article VI(B), Section 3, G(1)(a)

x

Verbiage to be added to prevent a possible problem in R-3 districts

## 1. Front Yard:

- a. There shall be a front yard having a depth of not less than fifteen feet (15') measured at right angles from the front lot line to the nearest point of the front wall of the building, except as provided in other sections of this Ordinance. **If a 15' front yard setback is used. Then required off street parking will be behind the building setback line.**

# Article VI(B), Section 3, G(2)(e)

Discuss Pg 40

Adding to R-3 Side yard the possibility of Row houses.

- e. Any development which follows the Row housing specifications of Article XX, may have a zero (0) foot side yard.

# Article VI(D), Section 1, C(1)

X

Limiting the age of manufactured home which can be moved into a M-H Manufactured Home District.

## C. Use Regulations:

1. Manufactured homes on permanent foundations bearing a label certifying that it was built in compliance with National Manufactured Home Construction and Safety Standards promulgated by the U. S. Department of Housing and Urban Development. Mobile homes or Manufactured Homes **built 20 years prior to the date of application to install December 31, 1976** do not qualify.
2. Community recreation areas and buildings.
3. Schools: Public or parochial elementary, middle schools, high schools, and private with a recognized equivalent curriculum.
4. Churches and similar places of worship and parish homes.
5. Accessory uses customarily incidental to the principal use.
6. The following uses may be allowed by special use permit when submitted, reviewed and approved by the Board of Zoning Appeals.
  - a. Home Occupations
  - b. Day Care Homes

# Article IX, Section 3, #30(f)

X

Placing a way within the commercial districts  
for following the new comprehensive plan

30. The following uses may be allowed by special use permit when submitted, reviewed and approved by the Board of Zoning Appeals:

- a. Children's amusement parks.
- b. Drive-in theaters.
- c. Miniature golf courses.
- d. Pre-Schools.
- e. Child Care Centers.
- f. Any use following the Land Use & Growth Framework of the comprehensive plan

# Article X, Section 4, #5

X

Adding a missing flow use to C-2.

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

1. Pre-Schools
2. Child Care Centers.
3. Taverns
4. Massage parlors
5. Any special use allowed in C-1 Neighborhood Shopping District.

# Article XI, Section 4, #9

X

The same as the previous slide. Adding use flow to C-3.

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

1. Apartments and apartment buildings; Lodging House; Rooming House
2. Auditoriums and similar places of public assembly;
3. Business and technical schools;
4. Churches and similar places of worship;
5. Hotels and motels;
6. Meeting halls;
7. Taverns and clubs where malt beverages are sold; and
8. Massage Parlors.
9. Any special use allowed in C-1 Neighborhood Shopping District.

# Article XII, Section 4, #28

X

Adding use flow to follow the comprehensive plan to I-P.

23. The following uses may be allowed by special use permit when submitted, reviewed and approved by the Board of Zoning Appeals:

- a. Any use following the Land Use & Growth Framework of the comprehensive plan



# Article XVII, Section 1, Applicability

X

A correction within the parking regulations of the updated name of C-3.

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

# Article XVII, Section 1, B(13)

X

Modifying the parking section to adapt with new code adoptions.

13. **Handicapped parking:** Parking spaces according to the number of spaces and their designated signage shall be provided for persons with a disability in conformance to the standards of the federal Americans with Disabilities Act of 1990 as incorporated into state statutes. (See K.S.A. 8-1128 and 42 USCA 12101 et seq.) and the currently adopted codes of the city of Liberal.

# Article XVII, Section 1, B(15)

x

An addition of an exception within the parking allowing the P/Z board to waive parking surfacing requirements in certain circumstances in residential developments.

15. **Residential Development Standards:** Hard surfacing shall consist of a minimum of four (4) inches of asphaltic concrete on compacted subgrade as required by city engineering standards customary to the site, or as otherwise approved by the City Engineer Planning Commission.

# Article XVII, Section 2

X

A correction within the parking regulations of the updated name of C-3.

**Section 2. Required Parking Spaces.** Off-street parking spaces accessory to the uses hereinafter designated shall be provided as follows, except no such spaces shall be required in the "C-3", **Central Business** **Core Commercial** District unless the Board of Zoning Appeals requires parking as a special use.

# Article XVII, Section 4

X

A correction within the parking regulations of the updated name of C-3.

**Section 4. Off-Street Loading and Unloading.** In all zoning districts except the "C-3" **Central Business Core Commercial** District, loading and unloading space shall be provided off-street and on the same premises with every building, structure or part thereof, hereafter erected, established, or enlarged and occupied which requires the receipt or distribution of materials or merchandise by motor vehicle. The loading and unloading space shall be so located as to avoid undue interference with public use of streets, alleys and walkways. Such vehicular access shall be maintained in good condition and surfaced in such manner as required in Section 1.A.4.B for parking spaces. When off-street parking space is used to fulfill this loading and unloading requirement, the latter shall be scheduled so as not to interfere with meeting the parking needs.

# Article XVIII, Section 1, B

Mod

A proposed exception within buildings and uses, which could allow a camper to be utilized in 2 specific situations.

B. **Mobile Home or Trailer Houses:** No mobile home or trailer house may be used or occupied for residential purposes unless said mobile home or trailer house is located in a mobile home park or travel trailer park.

**Exception:** A travel trailer may be utilized:

1. on a residential property for occupation by the homeowner, during the construction or reconstruction of a single-family residence. Only during the period of an active building permit and active construction.
2. On a development site for security. Only during the period of active construction.

The above exceptions shall only be valid during the initial permit period. Any extension to the exception must be approved by the Planning & Zoning Board.

# Article XX, Section 2, 3

X

A proposed change to the allowed fence height within the additional heights and uses.

3. Height of the fence shall not exceed **eight feet (8')** ~~six feet (6')~~ along the rear lot line and the side lot line. In any required front yard, the height of the fence shall not exceed four feet (4') from the adjacent grade or the top of the curb as designated by the Building Inspector. However, the fence may be uniformly tapered from **eight feet (8')** ~~six feet (6')~~ at the end of the side yard, to the front yard property line.

# Article XX, Section 6

X

A proposed change to additional heights and areas, eliminating the wording of “City Engineer”.

## **Section 6. Plans and Approval Required:**

1. Plans showing layout and design of all curb cuts, driveways and off-street parking areas shall be submitted and approved by the Building Official City Engineer prior to a permit being issued.
2. Before approving the parking layout, the Building Official City Engineer shall satisfy himself that the spaces provided are usable and meet standard design criteria. All required off-street parking areas, including access drives, shall be improved with asphalt, concrete or similar dust free surface and all parking spaces shall be clearly marked and provide safety barriers.



# Article XX, Section 7, 3

Mod

A proposed change to additional heights and areas, eliminating the wording of “City Engineer”.

- C. All plans, designs and specifications for sidewalks shall conform to existing sidewalks in any given block. **The City Street Superintendent or Building Official shall** review the plans and determine the type of sidewalk and the grade that is to be constructed.

# Article XX, Section 8, 4 (f & S)

Mod

Proposed changes within the allowed uses for home occupations.

D. Customary home occupations include, but are not limited, to the following list of occupations. However, each listed occupation must also fulfill the requirements of Section 8.

1. Accountant.
2. Architect and Engineer.
3. Artist.
4. Author or Writer.
5. Clergyman.
6. Contractor's and Consultants Office Only.
7. Cosmetologist.
8. Home Crafts (not to include hobby shops)
9. Lawyer.
10. Photographer.
11. Salesman selling no merchandise on premises.
12. Seamstress.
13. Secretary-Typist.
14. Music Teacher.
15. Stables and Kennels (permitted in "A-L" District only).
16. Upholstery Shops.
17. Small Appliance Repair.
18. Bed & Breakfast
19. Airbnb

# Article XX, Section 8, 8

X

A Proposed addition of an exception to clarify uses not required to obtain a home occupation special use permit.

8. Exception to the special use permits for Home Occupation, if the home occupation is online based or office space only with no customers coming to the home and there is no bulk storage of items required to run the home occupation.

# Article XX, Section 10

Creating a section in additional heights, giving the regulations for the rules of row housing.

## Section 10. Row Houses.

Special regulations regarding row houses shall be as follows.

2. In districts where row house buildings are permitted, and row houses are to be constructed each on its own lot and shall be subject to the minimum requirements in this section.
3. Minimum lot area for a row house lot shall be not less than 3,000 square feet.
4. Minimum frontage of a row house lot on a public street shall be not less than 20 feet on a standard lot and not less than 45 feet on each frontage of a corner lot.
5. No side yard shall be required along any side lot line which is common to two attached row houses, whether they be on interior or exterior row house lots. Side yards not common to that of any other attached row house must conform to set backs as required elsewhere in this code.
6. Front yard and rear yard requirements as established elsewhere in this code.
7. A minimum lot width of 20 feet shall be provided for all interior and exterior row house lots.
8. Row houses shall be developed on subdivided lots with no more than six units per building; nor shall the building exceed 120 feet in width.
9. The maximum lot coverage for row house lot including driveways shall be 50%.
10. Exterior treatment of attached row houses shall be integrated. Exterior of buildings shall be maintained in a uniform similar exterior treatment and finish.
11. An unobstructed easement shall be provided across the side and rear eight feet of each exterior row house lot (triplex), when adjacent to an interior row house lot, for ingress and egress of adjacent interior row house lot owners for maintenance purposes. The access easement shall be unobstructed and physically passable at all times. This easement shall be incorporated into each deed transferring title to the property.
12. A party wall agreement shall be included in the subdivision covenants for each row house lot setting forth provisions for repair of common walls, repair of common utility service connections, reconstruction of the common building in the event of damage or destruction of one or all of the dwelling units and common maintenance and repair of joint facilities.
13. Common walls and floor ceiling assemblies shall conform to Section 302 FIRE-RESISTANT CONSTRUCTION of the adopted ICC code and amendments as outlined in the municipal code.

# Article XX, Section 11

New

Laying out the new requirements for short term rentals to be approved.

## Section 11. Short Term Rentals.

All short-term rentals allowed under a special use shall have all of the following:

- A. A site plan and floor drawings on file with the fire department which show:
  - 1. Property Address.
  - 2. Number of bedrooms.
  - 3. Maximum occupancy.
- B. A valid City business license.
- C. Smoke and carbon monoxide detectors as required by code.
- D. Properly maintained fire extinguishers.
- E. Clearly marked emergency escape routes, windows, and doors.
- F. Adequate lighting in areas like stairwells and hallways
- G. Handrails for stairs or steps.
- H. Proof of adequate insurance coverage.
- I. Annual inspections by the fire department.



# Article XXI, Incentives

Proposed removal of a section of Landscaping Article, which offer incentives. No knowledge of program ever being utilized. Incentive programs should be separate from zoning.

**Incentives:** Applicants shall be considered for incentive financing in the Downtown for grant funding programs conditioned on timely landscaping improvements. Business owners who have complied with this section may be included in grant programs and loan subsidies as part of Downtown improvement programs.

Applicants who improve landscaping in public open space areas, such as the public parks, may be considered for building permit credits; and applicants who prune trees on the public rights-of-way may be considered for building permit credits.

The following city program should be offered to Downtown businesses:

## **City of Liberal Commercial Property Beautification Program**

Businesses will be reimbursed at a rate of 20 percent of the total cost, not to exceed \$4,000 per business. Applicants must provide the information and follow criteria, as listed below.

The applicant must:

- Be a owner of a commercial property with frontage on a major thoroughfare street.
- Identify the nature, scope and location of the project.
- Provide a detailed landscape plan, expenditure plan, maintenance budget and irrigation plan if applicable.
- Comply with state and local codes and ordinances.
- Receive approval from the City to assure compliance with the regulations.
- Conform to and be compatible with the city comprehensive plan.
- Improve property in the public right of way or visible from the public street, and not attach improvements to private structures.

# Article XXII, Section 1, 1(a)

X

Proposed removal of wording which does not reference a valid city code number and no way to tell what it was referencing to.

1. The following lawful uses of land may be continued.
  - a. A use of land which existed prior to the effective date of Section 29-201 through Section 29-225 of the Revised Ordinances of the City of Liberal, Kansas, 1950. [?????????](#)
  - b. A use of land existing at the time of annexation of such land to the City, including that land used for the purpose of storing junk, scrap iron, and scrap material, including dismantled and wrecked automobiles or other vehicles, or other types of open storage and which is located in other than "I-2" Heavy Industrial District, shall be discontinued within five (5) years of annexation unless rezoned to an "I-2" District.
  - c. A use of land existing at the time an amendment is made to the Zoning Ordinance, which changes such land to a more restrictive district even though such use does not conform to the provisions of this Ordinance. However, if such nonconforming use, or another nonconforming use to which the land may be changed, is discontinued for a period of six (6) months or more, then any future use of said premises shall be only in accordance with the provisions of the Zoning Ordinance.

# Article XXII, Section 3, 1

X

Removal of a missed typo from the last revision.

1. **Maintenance and repair.** Remodeling of a Nonconforming Structure within the existing Building footprint shall be permitted without a Variance. Any Nonconforming Structure damaged to the extent of 50 percent or less of its fair market value by fire, wind, tornado, earthquake or other natural disaster may be rebuilt, provided such rebuilding does not increase the Intensity of Use as determined by the number of Dwelling Units (for residences) or Floor Areas or ground coverage (for nonresidential uses). The Structure shall not be rebuilt closer to the property line than the original Structure or the applicable Setback lines, whichever is closer. ~~In the City of Wichita only,~~ Nonconforming Structures damaged 50 percent or less of their fair market value by flooding may be rebuilt as set forth in this section, provided such reconstruction shall conform to all requirements of the Building Code related to construction in flood hazard areas. Any Building so damaged more than 50 percent of its value may not be rebuilt, repaired, or used unless it is made to conform to all regulations for Buildings in the District in which it is located, provided that such restoration as may be made is to the fullest extent possible in conformance with development standards.



# Article XXIV, Section 6

X

Correction to the fees charged, to reflect what has been charged for years.

**Section 6. Filing Fees:** For the purpose of wholly or partially defraying the cost of the proceedings prescribed herein, including publication costs, the applicant for a variance/exception, upon filing an appeal, shall pay to the Secretary of the Board of Zoning Appeals a fee in the amount of **one** **two** hundred seventy five dollars, (\$275).

# Entire Zoning code

x

- Set formatting to clean the document and fix minor typos.



**CITY OF LIBERAL  
CITY COMMISSION MEETING  
November 11, 2025  
AGENDA ITEM # 8.**

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

Date: November 11, 2025

From: Keeley Young, Chief Communications Officer

RE: Resolution No. 2443 - Authorization of Kansas Department of Transportation Grant

The Kansas Department of Transportation's Innovative Technology Program Grant provides financial assistance for innovative transportation-related projects that promote safety, improve access or mobility, and implement new transportation technology that does not currently exist in the local community of the project.

Our proposed project, if awarded, would replace 30-year-old signal equipment at three key intersections where optimized traffic flow is needed: Pancake Blvd. & S. Pershing Ave.; 11th Street & N. Kansas Ave.; and Pine Street & S. Kansas Ave.

This proposed project would integrate advanced technology to upgrade our signalized intersections with real-time safety sensing technology and data analytics to automatically detect and report a vehicle stopped on the shoulder, a vehicle stopped in a lane, slow traffic, stopped traffic, vehicles moving in the wrong direction, stop-sign violations, crosswalk violations, double yellow line crossing, commercial vehicles, speeding, near miss incidents, and red-light violations. Traffic flow would be enhanced through implementation of a traffic controller platform which uses real-time data feeds to adjust signal timing for optimal traffic movement during periods of heavy traffic.

These intersections do not currently feature any protective signal technology for pedestrian crossing safety. All intersections would be upgraded to incorporate Ped Head crossing time countdown technology with audible pedestrian push buttons.

The addition of uninterruptible power supply (UPS) equipment to two of these intersections will also enhance safety by allowing critical intersections to continue operating during periods of power failure.

**Recommendation:**

Staff recommends approval of Resolution No. 2443, authorizing application submission for the Kansas Department of Transportation's Innovative Technology Program Grant and allowing the Mayor, City Manager, and Grant Administrator to execute grant documents.

**RESOLUTION NO. 2443**

**A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN INNOVATIVE TECHNOLOGY PROGRAM GRANT APPLICATION THROUGH THE KANSAS DEPARTMENT OF TRANSPORTATION.**

**WHEREAS**, the City of Liberal is an eligible applicant under the Kansas Department of Transportation's Innovative Technology Grant Program; and

**WHEREAS**, it is determined by the Governing Body of the City of Liberal, Kansas that there is public support for the City to prepare an Innovative Technology Grant Program application, which if approved by the Kansas Department of Transportation, will provide a reimbursement match of 75% for new transportation-related technology projects; and

**WHEREAS**, the City of Liberal, if awarded the grant, will match 25% of the total cost for the approved project.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LIBERAL, KANSAS** that the City of Liberal is authorized to submit this grant application with matching funds committed from the Capital Improvements portion of the One-Cent Sales Tax and the Mayor, City Manager, or Grant Administrator shall be authorized to sign all documents pertaining to the grant on behalf of the organization.

**ADOPTED AND APPROVED** by the Governing Body of the City of Liberal, Kansas, on this 11<sup>th</sup> day of November, 2025.

---

Jose Lara, Mayor

ATTEST:

---

Alicia Hidalgo, MMC, City Clerk



**CITY OF LIBERAL  
CITY COMMISSION MEETING  
November 11, 2025  
AGENDA ITEM # 9.**

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

Date: November 11, 2025

From: Brian Mannel, CFO

RE: Resolution No. 2444 - Waiver of Generally Accepted Accounting Principals

Please find attached Resolution No. 2444, to waive the requirements of K.S.A. 75-1120a(a) regarding Generally Accepted Accounting Principals as they relate to the City of Liberal's 2025 Audit. This audit is tentatively scheduled for June 2026.

**Recommendation:**

Staff request City Commission consideration to approve Resolution No. 2444 for the waiver of requirement K.S.A. 75-1120a(a) regarding Generally Accepted Accounting Principals.

**RESOLUTION NO. 2444**

**A RESOLUTION TO WAIVE THE REQUIREMENTS OF K.S.A. 75-1120a (a)  
REGARDING GENERALLY ACCEPTED ACCOUNTING PRINCIPLES AS THEY  
RELATE TO THE CITY OF LIBERAL.**

**WHEREAS**, the City of Liberal, Kansas, has determined that the financial statements and financial reports for the year ended 2025 to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the Governing Body or the members of the general public of the City of Liberal; and

**WHEREAS**, there are no revenue bond ordinances or resolutions or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with. K.S.A. 75-1120a(a) for the year ended 2025.

**NOW, THEREFORE BE IT RESOLVED**, by the governing body of the City of Liberal, Kansas, in regular meeting duly assembled this 11<sup>th</sup> day of November, 2025 that the Governing Body waives the requirements of K.S.A. 75-1120a(a) as they apply to the City of Liberal, Kansas for the year ended 2025.

**BE IT FURTHER RESOLVED** that the Governing Body shall cause the financial statements and financial reports of the City of Liberal to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

**PASSED AND ADOPTED** by the Governing Body of the City of Liberal, Kansas and signed by the Mayor on this 11<sup>th</sup> day of November, 2025.

---

Jose Lara, Mayor

ATTEST:

---

Alicia Hidalgo, MMC, City Clerk



**CITY OF LIBERAL  
CITY COMMISSION MEETING  
November 11, 2025  
AGENDA ITEM # 10.**

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

Date: November 11, 2025

From: Brian Fornwalt, Airport Manager

RE: Airport Terminal Parking Lot Expansion

The Liberal Airport is looking to expand the terminal parking lot. We have been working with Lochner and the FAA to finalize an agreement and get started on the project. The attached agreement with Lochner will begin the process and hopefully bring about the Airport Terminal Project as well.

The agreement is for the design, consulting, and engineering for the Parking Lot Project that will be located between General Welch Boulevard and Terminal Road. The building on the lot will have to be taken down. The agreement for services has a total amount of \$505,000 which will be reimbursable by the FAA at a 95/5 split. The City's portion will be \$25,250 and funded from the Economic Development portion of the One Cent Sales Tax.

**Recommendation:**

City Staff recommend that the Commission approve the attached agreement and allow the Mayor or the City Manager to sign all documents related to this project, with the City's portion being funded from the Economic Development portion of the One Cent Sales Tax in an amount not exceed \$30,000.

## **CONSULTANT AGREEMENT**

**Owner:** City of Liberal, Kansas

**Client:** City of Liberal, Kansas

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

**Date:**

**Project:** **Expand Terminal Parking Lot  
Liberal Mid-America Regional Airport (LBL)**

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

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

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

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

3. **Scope of Services.** Lochner shall perform the services set forth in Attachment A Scope of Work/Services, as awarded herein (the "Services").

4. **Compensation.** The Client shall compensate Lochner in accordance with Attachment B Agreement Price and Schedule of Values

5. **Schedule.** Lochner shall perform its Services within a timeframe mutually agreed to by Lochner and the Client as specified in Attachment C.

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

6. **Additional Services.** If the Client requests Lochner to perform services that Lochner believes to be in addition to the Services specified in Section 3 of this Agreement, and for which Lochner believes it is entitled to additional time or additional compensation, before commencing with any Additional Services Lochner shall submit a written cost estimate and revised schedule in accordance with Section 15 of this Agreement. Lochner shall not commence with any Additional Services without written authorization by the Client.

7. **Standard of Care.** The standard of care applicable to Lochner's Scope of Services shall be the degree of skill and care normally employed by professionals engaged to perform services similar



to the Services required herein at the same time and in the same geographic area as the performance of Services hereunder and on projects similar in size and scope to the Project. In the event a standard of care is prescribed by statute, such statutory formulation shall be the Standard of Care.

**8. Payment.** Lochner shall send invoices to the Client at monthly intervals. Payment will be made to Lochner for invoiced Services not more than thirty (30) days following submittal of invoice to the Client.

**9. Correction of Work.** Lochner shall correct any Services that fail to conform to the Standard of Care set forth in Section 7 of this Agreement at Lochner's own expense.

**10. Termination.** Lochner may terminate this Agreement upon five (5) days written notice if the Client breaches any term of this Agreement. The Client may terminate this Agreement upon seven (7) days written notice without cause for the Client's own convenience. If this Agreement is terminated by Lochner for the Client's breach, the Client shall be liable to Lochner for all costs and expenses that Lochner incurred prior to the termination as a result of the Client's breach. If this Agreement is terminated by the Client for its convenience, Client shall be liable to Lochner for all costs and expenses that Lochner incurred prior to the termination.

**11. Insurance.** Lochner will provide and maintain the following policies of insurance under the terms and conditions set forth below:

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

**2. Commercial General Liability ("CGL") Insurance** in the amount of \$1.0 million per occurrence, \$1.0 million aggregate limit, and \$1.0 million products and completed operations aggregate limit. In addition to the coverage provided by the Commercial General Liability Insurance, if not already included in such coverage, such insurance shall also provide coverage for personal injury, bodily injury, property damage, products-completed operations (for a minimum of five (5) years after completion of work) and broad form contractual liability.

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

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

**5. Umbrella Excess Liability Insurance** in the minimum amount of \$3.0 million each occurrence, and \$3.0 million aggregate limit. The Umbrella Excess Liability Insurance shall be written on an umbrella excess basis over, and shall follow form to, the Commercial General Liability Insurance policy, the Comprehensive Automobile Liability Insurance policy, and the Employer's

Liability Insurance policy. The Umbrella Excess Liability Insurance policy shall be endorsed to provide defense coverage obligations.

Lochner will include coverage for its subcontractors in its policies or obtain from each subcontractor equivalent insurance as required of Lochner hereunder. The provisions of Section 11 shall apply equally to Lochner's subcontractors as they do to Lochner.

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

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

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

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

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

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

**15. Changes.** Client may, by written direction only, make changes, revisions, additions, or deletions (collectively called “changes”) to this Agreement. Any claim by Lochner for an adjustment under this paragraph must be asserted in writing fully supported by factual documentation to the Client, within fifteen (15) calendar days from the date of receipt by Lochner of the written change order from the Client, or within such extension of this period as Client, in its sole discretion, may grant in writing at Lochner's request prior to expiration of said period.

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

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

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

**18. Miscellaneous Provisions.**

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

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

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

**4. Invalidity.** In the event any provision or part of a provision of this Agreement is found invalid by a tribunal of competent jurisdiction, (i) the other provisions or parts of the provision of this Agreement shall remain in full force and effect notwithstanding such finding, and (ii) the Agreement shall be interpreted to, as closely as possible, effectuate the purpose the original Agreement language.

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

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

**7. Limitation of Liability.** Lochner's liability for any claim or breach of Standard of Care shall be limited to the amount of its Compensation as defined in Section 4.

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

Notice to Lochner:

Matt Jacobs, PE  
[mjacobs@hwlochner.com](mailto:mjacobs@hwlochner.com)

H.W. Lochner, Inc.  
15717 College Blvd.  
Lenexa, KS 66219

Notice to Client:

Brian Fornwalt  
[brian.fornwalt@cityofliberal.org](mailto:brian.fornwalt@cityofliberal.org)

Liberal Mid-America Regional Airport  
302 Terminal Road  
Liberal, KS 67905

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

**10. Electronically Produced Documents.** Electronically produced documents will be submitted in data files compatible with AutoCAD Release 2022. Lochner makes no warranty as to the compatibility of the data files beyond the above specified hardware and release or version of the stated software.

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

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

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

**13. Client's Responsibilities.**

- a. Arrange for access to and make all provisions for Lochner to enter upon public and private property as required for it to perform his/her services.
- b. Assist in approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
- c. Designate in writing a person to act as Client representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Sponsor policies and decisions.
- d. Give prompt written notice to Lochner whenever Client observes or knows of any development that affects the scope or timing of Lochner's services.
- e. Pay publishing cost for advertisements of notices, public hearings, request for bids, and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities; and shall secure the necessary land, easements and rights-of-way required for the project.
- f. Available information relating to environmental conditions at the property, including any permits, clearances, investigations, and remediation required for federal, state, and local agencies identified by environmental consultants for the Sponsor in currently available reports.

**14. Mandatory Federal Contract Provisions.** (Reference Attachment D if applicable)

**H.W. LOCHNER, INC.**

**CITY OF LIBERAL, KANSAS**

By: Erik Vlick

By: \_\_\_\_\_

Title: Business / Operations Manager

Title: \_\_\_\_\_

Date: 10/27/2025

Date: \_\_\_\_\_

**Attachments**

Attachment A Scope of Work/Services

Attachment B Agreement Price and Schedule of Values

Attachment C Project Schedule

Attachment D Mandatory Federal Contract Provisions

**PROJECT: EXPAND TERMINAL PARKING LOT  
LIBERAL MID-AMERICA REGIONAL AIRPORT (LBL)**

*(Conceptual layout of proposed project limits identified on Attachment A1.)*

**SCOPE OF WORK/SERVICES**

WHEREAS, the Client has agreed to employ the Consultant to provide the engineering services required for preparing technical paper to determine required number of parking stalls, performing topographical surveys and pavement and geotechnical investigations, and for preparing engineer's design report, designs, construction plans, contract documents/technical specifications, tabulation of construction quantities, engineer's opinion of probable construction cost and project budget. The Consultant shall also assist the Client with bidding, and administrative services including updating the Client's DBE Program, and required utility coordination services. The Client may enter into a separate agreement for the additional services for providing construction administration, construction observation, and materials acceptance testing services for the proposed Project upon completion of the Design Phase services.

All services will be performed in accordance with good engineering practice and applicable published design criteria of the Federal Aviation Administration (FAA), American Association of State Highway and Transportation Officials (AASHTO), and the City of Liberal.

Note that use of local construction specifications is suitable for this project per Section 6.5.1.2 of FAA Advisory Circular (AC) 150/5300-13B Airport Design.

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

**A. BASIC SERVICES**

1. Preliminary

- a. Coordinate with the Client and FAA regarding Project scope, schedule, and budget.
- b. Coordinate and conduct predesign teleconference with the Client and FAA and distribute meeting minutes.
- c. Prepare technical paper for submittal to the Client and FAA to determine number of parking stalls required to accommodate existing conditions and intermediate projected growth. Basis of parking needs shall be derived from existing tenants, airport staff, transient and charter flights, and scheduled commercial service flights filled at 75% capacity for current conditions and 90% capacity to account for project growth.
- d. Develop conceptual terminal area layout depicting future terminal building and parking lot expansion. Update ACIP Data Sheets for proposed improvements and assist Client with submittal to FAA.
- e. Prepare topographical survey and pavement and geotechnical investigation services Scopes of Services and subconsultant Agreements.
- f. Prepare architectural assistance/coordination subconsultant Agreement.
- g. Prepare Disadvantaged Business Enterprise (DBE) Scope of Services Vendor Agreement.

## 2. Engineer's Design Report

- a. Conduct site visit to evaluate condition of existing parking lot lighting and electrical system and identify items for demolition. Review proposed parking lot location and determine potential power service locations for new parking lot lighting and electric vehicle (EV) charging systems.
- b. Prepare Preliminary Engineer's Design Report: The Design Report will include a narrative regarding the proposed construction project, photos of existing conditions, traffic control and phasing, geometric pavement design methods and orientation of parking stalls, summary of soils investigation and laboratory test results, pavement design alternatives and life cycle cost analysis (concrete versus bituminous pavement) along with recommended alternative, surface and subsurface drainage design, sustainable stormwater drainage features, pavement marking and signage design, lighting design, design of EV charging stations, design of future entry/exit gates, considerations for landscaping, environmental considerations, potential impacts to existing utilities, Disadvantaged Business Enterprise (DBE) participation requirements, engineer's opinion of probable construction cost, and Project budget.
- c. Submit Preliminary Engineer's Design Report, including engineer's opinion of probable construction cost and Project budget, to the Client and FAA for review and comment. PDF copies will be submitted electronically with hard copies provided upon request. (This submittal will be considered the 30% complete project submittal.)
- d. Attend one virtual preliminary Engineer's Design Report review meeting with the Client and terminal building tenants.
- e. Finalize Engineer's Design Report with consideration of preliminary review comments and submit Final Engineer's Design Report to the Client and FAA for final approval and authorization to advertise. PDF copies will be submitted electronically with hard copies provided upon request. Final Engineer's Design Report will be submitted with final Construction Plans and Contract Documents/Technical Specifications.

## 3. Plans and Specifications

- a. Prepare Construction Plans and Contract Documents/Technical Specifications for the Project.
  - 1) Prepare Construction Plans for the Project. The Construction Plans will generally include the following:

| <u>Civil</u>                                               | <u>Electrical</u>                      | <u>Lighting</u>                  |
|------------------------------------------------------------|----------------------------------------|----------------------------------|
| • Title Sheet                                              | • General Notes                        | • General Notes                  |
| • General Layout Plan                                      | • Electrical Symbols and Abbreviations | • Legend and Criteria            |
| • Construction Limits                                      | • Single Line Diagrams                 | • Lighting Data Table            |
| • Construction Phasing Plan                                | • Electrical Overall Plan              | • Lighting Plan Sheets           |
| • Excess Excavation Waste Area Haul Route and Safety Notes | • Electrical Site Plan                 | • Lighting Control Panel Details |
| • Traffic Control General Notes and Details                | • Panelboard Schedules                 | • Quantities                     |
| • Summary of Quantities                                    | • Wiring Diagrams                      | • Light Pole Details             |
| • Pay Item Notes                                           | • Electrical Details                   | • Service Point Details          |
| • Boring Logs                                              | • Service Point Details                |                                  |
| • Demolition Plan                                          |                                        |                                  |



- Proposed Site Plan
  - Spot Elevations
  - Typical Pavement Section
  - Curb and Gutter Details
  - Pavement Joint Plan and Details
  - Sidewalk Details
  - Drainage Structure Details
  - Erosion and Sediment Control Plan and Details
  - Storm Sewer Plan and Notes
  - Detention Basin Plan and Notes
  - Pavement Marking and Signage Plan
  - Sign Details and General Notes
  - Grading Plan and Erosion Control Details
  - Cross Sections
  - Landscape Plan
- 2) Prepare Contract Documents/Technical Specifications that are in accordance with City of Liberal / KDOT criteria and satisfy project specific needs.
  - 3) Submit preliminary (90% completion) Construction Plans, Contract Documents/Technical Specifications, updated engineer's opinion of probable construction cost, and Project budget to the Client and FAA for review and comment. PDF copies will be submitted electronically with hard copies provided upon request.
  - 4) Conduct field check and preliminary plan review meeting with the Client.
  - 5) Finalize Engineer's Design Report, Construction Plans, and Contract Documents/Technical Specifications with consideration of preliminary review comments.
  - 6) Submit Final Construction Plans and Contract Documents/Technical Specifications along with Final Engineer's Design Report to the Client and the FAA for final approval and authorization to advertise. PDF copies will be submitted electronically with hard copies provided upon request.
4. Bidding
- a. Assist the Client with advertisement for bids. The Consultant shall prepare the advertisement and send the "Notice to Bidders" to prospective Contractors. (The Client shall place the advertisement in the appropriate media.)
  - b. Print and distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.
  - c. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the Bidding Phase.

- d. Coordinate, attend, and conduct an in-person prebid conference in Liberal, Kansas.
- e. Prepare and issue addendums during the Bidding Phase as required.
- f. The Consultant will assist the Client with one (1) receipt of bids submitted on-line via QuestCDN.
- g. Tabulate and analyze bid results, prepare Project budget, review Contractor's qualifications and DBE subcontractor's list provided by the Contractor, and make recommendation of contract award.

## **B. SPECIAL SERVICES**

### **1. Administrative Assistance**

- a. Prepare and submit FAA Form 7460 for proposed parking lot light pole location and waste area haul route if located within the perimeter fence of the airport.
- b. Assist the Client in preparation of FAA design and construction Grant Application for federal funding for submittal to the FAA Airports Division.
- c. Assist the Client in preparation of required Sponsor Certifications for submittal to the FAA Airports Division.
- d. Assist the Client in preparation of Invoice Summary forms as required for requests for reimbursement and SF Forms 271 and 425.
- e. Assist the Client in preparation of Client Quarterly Performance Reports for submittal to the FAA Airports Division on a quarterly basis for the duration of the Project.

### **2. Field Survey**

- a. Perform field surveys as required for the Project. (*Reference Attachment A2*)

### **3. Geotechnical / Pavement Investigation**

- a. Perform pavement and geotechnical investigations for the Project. (*Reference Attachment A3*)

### **4. DBE Program / Goal Update**

- a. Prepare DBE Goal Update for FFY 2025 – 2027 per guidelines acceptable by the Civil Rights Division of the FAA.
- b. Develop a schedule for development of the DBE Goal Update for delivery to the Civil Rights Division of the FAA.
- c. Provide assistance to aid the Client in understanding their responsibilities in the administration of the DBE Program.

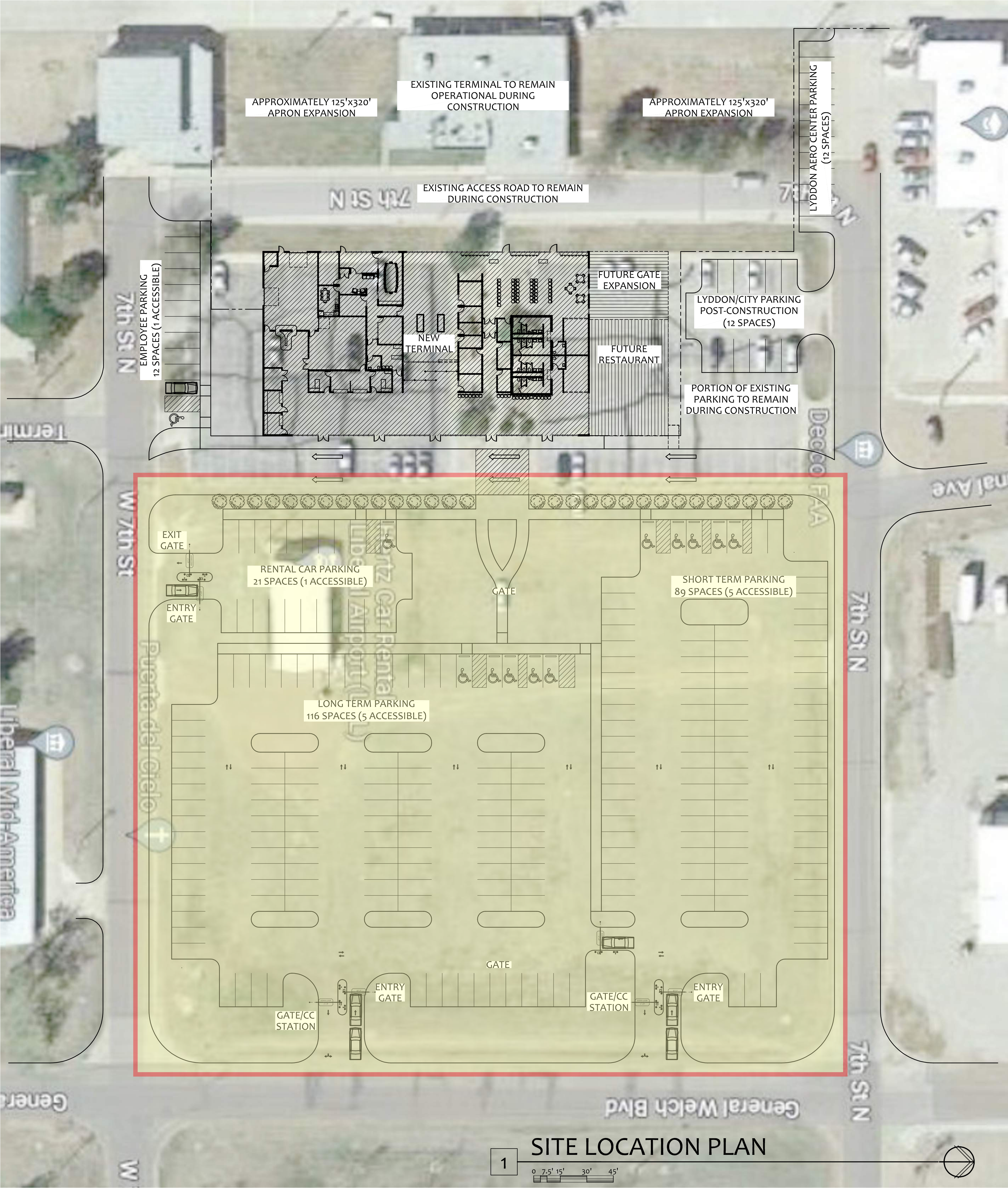
**5. Utility Coordination**

- a. Contact utility companies within the limits of the project and provide a general layout of the project scope.
- b. Deliver preliminary Construction Plans and Contract Documents/Technical Specifications to utility companies for their review.
- c. Attend and conduct virtual meeting with utility companies to discuss any comments or utility conflicts for the project. Meeting minutes will be distributed to the Client and all utility companies involved.
- d. Deliver final Construction Plans and Contract Documents/Technical Specifications to utility companies for their review.

**C. CONSTRUCTION SERVICES**

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





New Terminal Building  
Liberal Mid-America Regional Airport (LMBL)  
700 Terminal Road, Liberal, KS 67901  
City of Liberal  
324 N Kansas Avenue, Liberal, KS 67901

PRELIMINARY  
NOT FOR  
CONSTRUCTION

Copyright 2023  
GHN | Architects+Engineers  
COA Architecture: A-303  
COA Engineering: E-1028  
Project Number: 21-549.00  
Date: July 05, 2023

Proposed Site  
Location

C1.0



# LIBERAL MID-AMERICA REGIONAL AIRPORT, KANSAS

## SURVEY SCOPE OF SERVICES

The Consultant, in consideration of the payment as hereinafter specified on the part of the Engineer, agrees to perform the topographical surveying services enumerated as follows:

### 1. Field Survey – Engineering Design

#### a. Perform field surveys as required. The survey areas as depicted on the attached Exhibit A: Survey Limits will consist of the following:

- 1) Coordinate access to the project site with the Owner.
- 2) Establish survey baseline for improvement areas and set horizontal control points (CP#1 – CP #2 and CP#3) as shown on Exhibit A for use during the survey and construction. The horizontal control points shall be established on NAD 83 or better control.
- 3) Establish vertical control at the site based upon U.S.G.S. NAVD 88 datum within close proximity of the Project area if an existing benchmark is not already located there.
- 4) Obtain cross sections and topography within the survey limits. Each cross section will contain elevations at centerline of existing streets where applicable, edges of pavement, grade breaks, and midpoints between grade breaks with readings no greater than 25' apart for pavement and gravel shots and 50' apart for ground shots as described below. Cross sections will also include location and elevation of existing utilities, structures and other existing features and shall include:

#### (1) Spot elevations

- a. Earth – to nearest 0.10 ft.
  - i. Elevations at 50' intervals longitudinally
  - ii. Elevations at features, terraces, and grade changes maximum 50' transverse
- b. Pavement and Gravel – to nearest 0.01 ft.
  - i. Elevations at 25' intervals longitudinally
  - ii. Elevations transverse evenly spaced at a maximum spacing of 25'
- c. Parking Lot Islands / Curb Features – to nearest 0.01 ft.
  - i. Elevations at back, face, gutter, and lip of curb

#### (2) Visual and Underground Utilities within the Survey Limits – water, sewer, gas, electric, telephone/communications, etc.

- a. Type, size, approximate depth, and location
- b. Fire hydrant locations

- c. Manholes, handholes, meter pits, catch basins, inlets
    - i. Size and location
    - ii. Top and invert elevations
  - (3) Fence – type, height, gate sizes, corner and end posts, braces
  - (4) Culverts – size, length, material, invert elevations
  - (5) Parking Lot/Roadway Features including but not limited to – lights, signs, trash receptacles, bollards, sidewalks and ADA ramps, landscape features, wheel stops, etc.
  - (6) Buildings – overall dimensions
  - (7) Right-of-Way – establish right-of-way for all adjacent streets.
  - (8) Boundary – Locate or set all property corners.
- 5) One (1) additional trip for acquiring additional survey points as needed by the Consultant.
- b. Deliverables
  - 1) Electronic files of the survey, including an .xml file of the existing surface, suitable for operating on AutoCAD Civil 3D 2020.
  - 2) Electronic copy of survey notes, calculations, raw survey data, .txt or .csv (PNEZD), comma delimited coordinate file and code legend obtained by electronic means, and any field notes taken by hand.
  - 3) One (1) AutoCAD drawing and one PDF original sealed by a Professional Land Surveyor with points, point numbers, description, tin file, survey baseline and existing features. The drawing shall include a legend that clearly describes the site features represented, a graphic scale, and a north arrow



SCALE:

PLAN: 1" = 150'



LEGEND



Survey Limits

SURVEYOR:  
TR  
CHECKED BY:  
TR  
DRAWN BY:  
AS  
DATE:  
3/10/2025  
PROJECT NO:  
SHEET:

**EXHIBIT A**  
**SURVEY LIMITS (OPTION 2)**

CITY OF LIBERAL

KANSAS

**EARLES**  
**ENGINEERING, INC.**  
Civil & Structural Engineers  
Construction Inspection-Surveyors  
Email: earlesinc@earleseng.com

| REVISIONS |      |
|-----------|------|
| NO.       | DATE |
|           |      |
|           |      |
|           |      |
|           |      |
|           |      |
|           |      |

DESCRIPTION



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

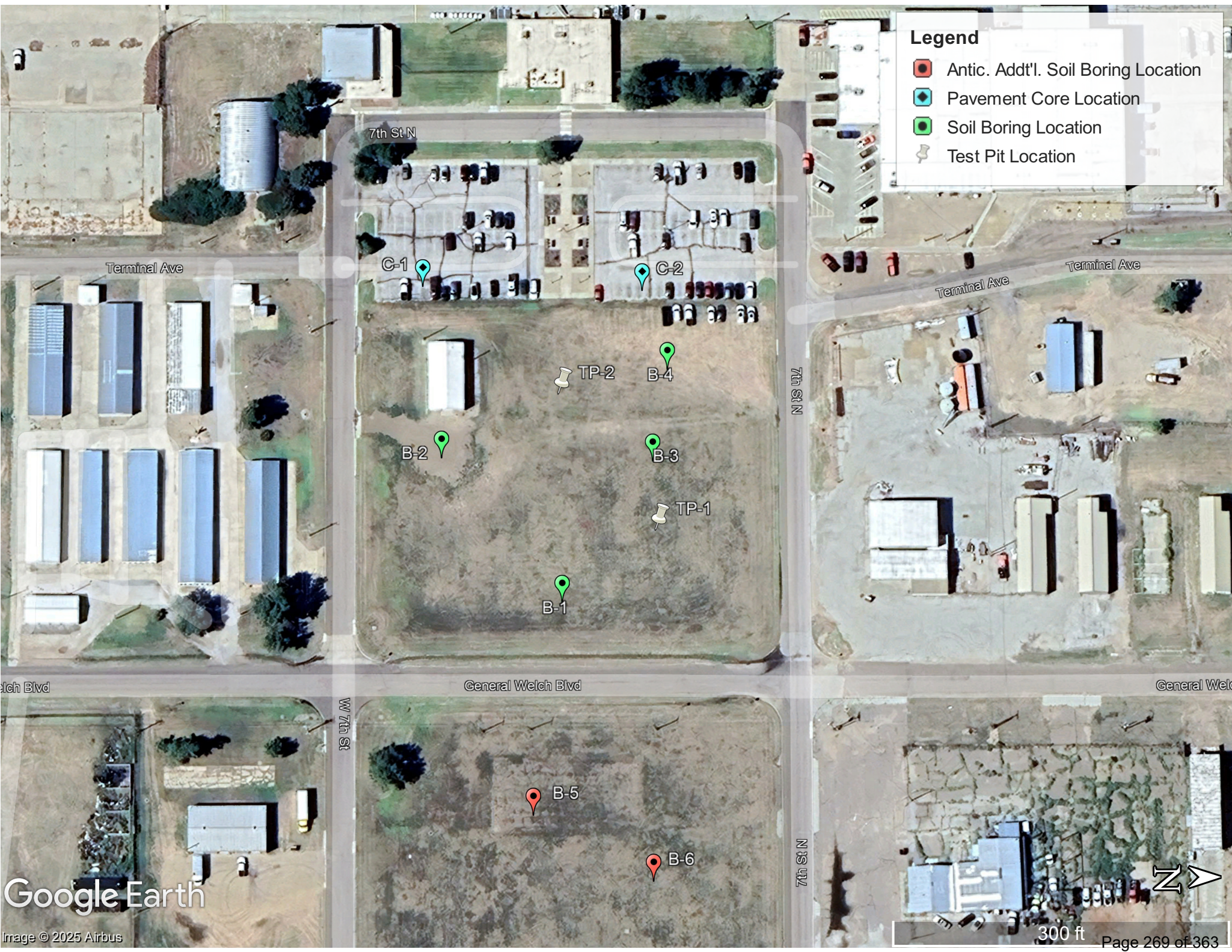
## GEOTECHNICAL AND PAVEMENT INVESTIGATION SCOPE OF SERVICES

The Consultant, in consideration of the payment as hereinafter specified on the part of the Engineer, agrees to perform the geotechnical and pavement investigation services enumerated as follows:

### 1. Geotechnical and Pavement Investigation

- a. Request and coordinate all utility locate services prior to drilling operations.
- b. Perform a minimum of six (6) pavement and soil borings (C-1 through C-2 and B-1 through B-4) at the locations shown on the attached exhibit extended to a maximum depth of 15' below the existing ground surface or to auger refusal if encountered prior to reaching a depth of 15' to determine the existing soil classifications and conditions. Perform two (2) additional soil borings (B-5 through B-6) within the area of the proposed stormwater detention basin after the outfall location has been identified. This is anticipated to occur on the east side of General Welch Boulevard. The material from the test holes shall be visually classified and logged, and the hole shall be visually examined for free water. Include photos of the pavement cores in the report.
- c. Perform geotechnical investigation and laboratory tests required for project design. As depicted on the attached exhibit, two (2) shallow pit soil samples (TP-1 through TP-2) shall be taken at the approximate locations shown. The sample shall be taken 1' to 2' below the existing ground surface. The shallow pit soil sample holes shall be filled back to the original ground surface with compacted soil. Perform field permeability testing at the bottom of the proposed detention basin or 4-feet below existing grade to ascertain the horizontal and vertical percolation rate of the in-situ soils in the vicinity of the detention basin.
- d. Perform laboratory testing of the individual shallow pit soil samples. The laboratory testing for the samples will include liquid and plastic limits (Atterberg Limits), grain size analysis (hydrometer method), standard proctor compaction test (moisture-density relationship), remolded California Bearing Ratio (CBR) test and classification of the sample in accordance with the Unified Soil Classification System (USCS).
- e. If dry cohesive subgrade soils are encountered on site, a laboratory swell test on representative samples of the near surface soils may be conducted to aid in the evaluation of their shrink/swell potential.
- f. Prepare a site specific written geotechnical report providing a discussion of the field and laboratory procedures and results, observations related to materials encountered during the drilling, results of laboratory tests, boring logs, and subgrade preparation recommendations. If subgrade treatment or modification is required for the proposed construction, recommendations related to subgrade preparation and modification (both chemical and mechanical) will be presented in the report for multiple material options. Include with the report horizontal and vertical percolation rates of in-situ soils, L-pile foundation design data, recommended axial and lateral foundation design parameters, and estimated settlement of foundations.





**Legend**

- Antic. Add'l. Soil Boring Location
- Pavement Core Location
- Soil Boring Location
- Test Pit Location

7th St N

Terminal Ave

C-1

C-2

TP-2

B-4

B-2

B-3

TP-1

B-1

Terminal Ave

Terminal Ave

7th St N

General Welch Blvd

General Welch Blvd

General Welch Blvd

W 7th St

7th St N

Google Earth

Image © 2025 Airbus

B-5

B-6

300 ft

Page 269 of 363



## COMPENSATION

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

### COMPENSATION SCHEDULE

#### **A. BASIC SERVICES**

|                                   |                             |
|-----------------------------------|-----------------------------|
| 1. Preliminary .....              | \$26,700.00 Lump Sum        |
| 2. Engineer's Design Report ..... | \$76,100.00 Lump Sum        |
| 3. Plans and Specifications ..... | \$329,200.00 Lump Sum       |
| 4. Bidding .....                  | <u>\$16,300.00</u> Lump Sum |
| Subtotal Basic Services           | \$448,300.00 Lump Sum       |

#### **B. SPECIAL SERVICES**

|                                                |                              |
|------------------------------------------------|------------------------------|
| 1. Administrative Assistance .....             | \$8,700.00 Lump Sum          |
| 2. Field Survey .....                          | \$24,500.00 Lump Sum         |
| 3. Geotechnical / Pavement Investigation ..... | \$14,300.00 Lump Sum         |
| 4. DBE Program / Goal Update .....             | \$6,900.00 Lump Sum          |
| 5. Utility Coordination .....                  | <u>\$2,300.00</u> Lump Sum   |
| Subtotal Special Services                      | \$56,700.00 Lump Sum         |
| <b>Total Basic and Special Services</b>        | <b>\$505,000.00 Lump Sum</b> |

#### **C. CONSTRUCTION SERVICES**

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

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

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

For Item C. Construction Services, the method of payment may be added by separate Agreement upon completion of Basic Services Items A.2. – 3.

# DERIVATION OF CONSULTANT PROJECT COSTS

## EXPAND TERMINAL PARKING LOT

FAA AIP/IJA 3-20-0050-038/-039-2026  
LIBERAL MID-AMERICA REGIONAL AIRPORT (LBL)  
LIBERAL, KANSAS

## BASIC AND SPECIAL SERVICES

October 15, 2025

### 1. DIRECT SALARY COSTS:

| <u>TITLE</u>               | <u>HOURS</u> | <u>RATE/HOUR</u> | <u>COST (\$)</u> |
|----------------------------|--------------|------------------|------------------|
| Principal                  | 19           | \$109.00         | \$ 2,071.00      |
| Project Manager            | 38           | \$102.00         | \$ 3,876.00      |
| Senior Design Engineer     | 40           | \$101.00         | \$ 4,040.00      |
| Senior Structural Engineer | 16           | \$96.00          | \$ 1,536.00      |
| Senior Electrical Engineer | 106          | \$93.00          | \$ 9,858.00      |
| Assistant Project Manager  | 122          | \$88.00          | \$ 10,736.00     |
| Senior Drafter / Designer  | 124          | \$78.00          | \$ 9,672.00      |
| Airport Planner            | 20           | \$77.00          | \$ 1,540.00      |
| Design Engineer            | 692          | \$68.00          | \$ 47,056.00     |
| Design Technician          | 238          | \$52.00          | \$ 12,376.00     |
| Admin. Assistant           | 136          | \$51.00          | \$ 6,936.00      |
| Structural Design Engineer | 7            | \$48.00          | \$ 336.00        |
| Engineer Intern            | 362          | \$44.00          | \$ 15,928.00     |
| Drainage Engineer Intern   | 136          | \$38.00          | \$ 5,168.00      |
| Total Direct Salary Costs  |              |                  | = \$ 131,129.00  |

### 2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 171.64% = \$ 225,069.82

### 3. SUBTOTAL:

Items 1 and 2 = \$ 356,198.82

### 4. PROFIT:

15% of Item 3 Subtotal = \$ 53,429.83

Subtotal of Items 3 and 4 \$ 409,628.65

### 5. OUT-OF-POCKET EXPENSES:

a. Mileage 0 miles @ \$0.70/mile = \$ -  
b. Aircraft Rental 12 hrs. @ \$400.00/hour = \$ 4,800.00  
c. Meals 5 @ \$51.00/day = \$ 255.00  
d. Motel 1 days @ \$110.00/day = \$ 110.00  
e. Mailing & Misc. Expenses = \$ 1,456.35

Total Out-of-Pocket Expenses = \$ 6,621.35

### 6. SUBCONTRACT COST:

a. Earles Engineering & Inspection, LLC (Topo. Survey Services) \$ 22,750.00  
b. UES (Pavement and Geotech. Invest.) \$ 12,000.00  
c. GHN Architects + Engineers (Architectural Design Support)) \$ 36,000.00  
d. DBE Plans & Goals Prep. Services, LLC (DBE Goal Calc. FY26) \$ 6,000.00  
e. FSB Architects + Engineers (Architectural Programming Support) \$ 12,000.00

### 7. TOTAL FEE:

Items 4, 5 and 6 \$ 505,000.00

**ENGINEERING BASIC AND SPECIAL SERVICES - COST BREAKDOWN**

**EXPAND TERMINAL PARKING LOT**

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

**October 15, 2025**

| Classification:                     |           | Principal         | Project Manager | Senior Design Engineer | Senior Structural Engineer | Senior Electrical Engineer | Assistant Project Manager | Senior Drafter / Designer | Airport Planner | Design Engineer | Design Technician | Admin. Assistant | Structural Design Engineer | Engineer Intern | Drainage Engineer Intern | Other Costs  |
|-------------------------------------|-----------|-------------------|-----------------|------------------------|----------------------------|----------------------------|---------------------------|---------------------------|-----------------|-----------------|-------------------|------------------|----------------------------|-----------------|--------------------------|--------------|
| Hourly Rate:                        |           | \$340.50          | \$318.63        | \$315.51               | \$299.89                   | \$290.52                   | \$274.90                  | \$243.66                  | \$240.54        | \$212.42        | \$162.44          | \$159.32         | \$149.95                   | \$137.45        | \$118.71                 |              |
| <b>A. BASIC SERVICES</b>            |           |                   |                 |                        |                            |                            |                           |                           |                 |                 |                   |                  |                            |                 |                          |              |
| 1. Preliminary:                     |           | 0                 | 16              | 0                      | 0                          | 0                          | 26                        | 0                         | 20              | 12              | 12                | 32               | 0                          | 0               | 0                        | (2)          |
| Labor Subtotal =                    | \$        | 26,652.77         | \$0.00          | \$5,098.14             | \$0.00                     | \$0.00                     | \$7,147.39                | \$0.00                    | \$4,810.74      | \$2,549.07      | \$1,949.29        | \$5,098.14       | \$0.00                     | \$0.00          | \$0.00                   |              |
| Expense Subtotal =                  | \$        | 47.23             |                 |                        |                            |                            |                           |                           |                 |                 |                   |                  |                            |                 |                          | \$ 47.23     |
| Subconsultant Subtotal =            | \$        | -                 |                 |                        |                            |                            |                           |                           |                 |                 |                   |                  |                            |                 |                          | \$ -         |
| <b>Total Fee =</b>                  | <b>\$</b> | <b>26,700.00</b>  |                 |                        |                            |                            |                           |                           |                 |                 |                   |                  |                            |                 |                          |              |
| 2. Engineer's Design Report:        |           | 4                 | 8               | 40                     | 0                          | 45                         | 4                         | 10                        | 0               | 115             | 0                 | 26               | 0                          | 18              | 80                       | (1,2)        |
| Labor Subtotal =                    | \$        | 73,682.49         | \$1,362.00      | \$2,549.07             | \$12,620.39                | \$0.00                     | \$13,073.35               | \$1,099.60                | \$2,436.61      | \$0.00          | \$24,428.59       | \$0.00           | \$4,142.24                 | \$0.00          | \$2,474.10               | \$9,496.53   |
| Expense Subtotal =                  | \$        | 2,417.51          |                 |                        |                            |                            |                           |                           |                 |                 |                   |                  |                            |                 |                          | \$ 2,417.51  |
| Subconsultant Subtotal =            | \$        | -                 |                 |                        |                            |                            |                           |                           |                 |                 |                   |                  |                            |                 |                          | \$ -         |
| <b>Total Fee =</b>                  | <b>\$</b> | <b>76,100.00</b>  |                 |                        |                            |                            |                           |                           |                 |                 |                   |                  |                            |                 |                          |              |
| 3. Plans and Specifications:        |           | 15                | 14              | 0                      | 14                         | 57                         | 68                        | 114                       | 0               | 527             | 226               | 24               | 7                          | 332             | 56                       | (1,2,3)      |
| Labor Subtotal =                    | \$        | 282,609.37        | \$5,107.51      | \$4,460.87             | \$0.00                     | \$4,198.47                 | \$16,559.58               | \$18,693.18               | \$27,777.36     | \$0.00          | \$111,946.65      | \$36,711.60      | \$3,823.60                 | \$1,049.62      | \$45,633.35              | \$6,647.57   |
| Expense Subtotal =                  | \$        | 2,190.63          |                 |                        |                            |                            |                           |                           |                 |                 |                   |                  |                            |                 |                          | \$ 2,190.63  |
| Subconsultant Subtotal =            | \$        | 44,400.00         |                 |                        |                            |                            |                           |                           |                 |                 |                   |                  |                            |                 |                          | \$ 44,400.00 |
| <b>Total Fee =</b>                  | <b>\$</b> | <b>329,200.00</b> |                 |                        |                            |                            |                           |                           |                 |                 |                   |                  |                            |                 |                          |              |
| 4. Bidding:                         |           | 0                 | 0               | 0                      | 2                          | 4                          | 12                        | 0                         | 0               | 12              | 0                 | 18               | 0                          | 4               | 0                        | (1,2,3)      |
| Labor Subtotal =                    | \$        | 11,027.23         | \$0.00          | \$0.00                 | \$599.78                   | \$1,162.08                 | \$3,298.80                | \$0.00                    | \$0.00          | \$2,549.07      | \$0.00            | \$2,867.70       | \$0.00                     | \$549.80        | \$0.00                   |              |
| Expense Subtotal =                  | \$        | 1,672.77          |                 |                        |                            |                            |                           |                           |                 |                 |                   |                  |                            |                 |                          | \$ 1,672.77  |
| Subconsultant Subtotal =            | \$        | 3,600.00          |                 |                        |                            |                            |                           |                           |                 |                 |                   |                  |                            |                 |                          | \$ 3,600.00  |
| <b>Total Fee =</b>                  | <b>\$</b> | <b>16,300.00</b>  |                 |                        |                            |                            |                           |                           |                 |                 |                   |                  |                            |                 |                          |              |
| <b>PART A SUBTOTAL =</b>            | <b>\$</b> | <b>448,300.00</b> |                 |                        |                            |                            |                           |                           |                 |                 |                   |                  |                            |                 |                          |              |
| <b>B. SPECIAL SERVICES</b>          |           |                   |                 |                        |                            |                            |                           |                           |                 |                 |                   |                  |                            |                 |                          |              |
| 1. Administrative Assistance:       |           | 0                 | 0               | 0                      | 0                          | 0                          | 10                        | 0                         | 0               | 4               | 0                 | 30               | 0                          | 2               | 0                        | (2)          |
| Labor Subtotal =                    | \$        | 8,653.09          | \$0.00          | \$0.00                 | \$0.00                     | \$0.00                     | \$2,749.00                | \$0.00                    | \$0.00          | \$849.69        | \$0.00            | \$4,779.51       | \$0.00                     | \$274.90        | \$0.00                   |              |
| Expense Subtotal =                  | \$        | 46.91             |                 |                        |                            |                            |                           |                           |                 |                 |                   |                  |                            |                 |                          | \$ 46.91     |
| Subconsultant Subtotal =            | \$        | -                 |                 |                        |                            |                            |                           |                           |                 |                 |                   |                  |                            |                 |                          | \$ -         |
| <b>Total Fee =</b>                  | <b>\$</b> | <b>8,700.00</b>   |                 |                        |                            |                            |                           |                           |                 |                 |                   |                  |                            |                 |                          |              |
| 2. Field Survey:                    |           | 0                 | 0               | 0                      | 0                          | 0                          | 0                         | 0                         | 0               | 8               | 0                 | 0                | 0                          | 0               | 0                        | (2,3)        |
| Labor Subtotal =                    | \$        | 1,699.38          | \$0.00          | \$0.00                 | \$0.00                     | \$0.00                     | \$0.00                    | \$0.00                    | \$0.00          | \$1,699.38      | \$0.00            | \$0.00           | \$0.00                     | \$0.00          | \$0.00                   |              |
| Expense Subtotal =                  | \$        | 50.62             |                 |                        |                            |                            |                           |                           |                 |                 |                   |                  |                            |                 |                          | \$ 50.62     |
| Subconsultant Subtotal =            | \$        | 22,750.00         |                 |                        |                            |                            |                           |                           |                 |                 |                   |                  |                            |                 |                          | \$ 22,750.00 |
| <b>Total Fee =</b>                  | <b>\$</b> | <b>24,500.00</b>  |                 |                        |                            |                            |                           |                           |                 |                 |                   |                  |                            |                 |                          |              |
| 3. Geotech./Pavement Investigation: |           | 0                 | 0               | 0                      | 0                          | 0                          | 2                         | 0                         | 0               | 8               | 0                 | 0                | 0                          | 0               | 0                        | (2,3)        |
| Labor Subtotal =                    | \$        | 2,249.18          | \$0.00          | \$0.00                 | \$0.00                     | \$0.00                     | \$549.80                  | \$0.00                    | \$0.00          | \$1,699.38      | \$0.00            | \$0.00           | \$0.00                     | \$0.00          | \$0.00                   |              |
| Expense Subtotal =                  | \$        | 50.82             |                 |                        |                            |                            |                           |                           |                 |                 |                   |                  |                            |                 |                          | \$ 50.82     |
| Subconsultant Subtotal =            | \$        | 12,000.00         |                 |                        |                            |                            |                           |                           |                 |                 |                   |                  |                            |                 |                          | \$ 12,000.00 |
| <b>Total Fee =</b>                  | <b>\$</b> | <b>14,300.00</b>  |                 |                        |                            |                            |                           |                           |                 |                 |                   |                  |                            |                 |                          |              |
| 4. DBE Program / Goal Update:       |           | 0                 | 0               | 0                      | 0                          | 0                          | 0                         | 0                         | 0               | 0               | 0                 | 0                | 0                          | 6               | 0                        | (2,3)        |
| Labor Subtotal =                    | \$        | 824.70            | \$0.00          | \$0.00                 | \$0.00                     | \$0.00                     | \$0.00                    | \$0.00                    | \$0.00          | \$0.00          | \$0.00            | \$0.00           | \$0.00                     | \$824.70        | \$0.00                   |              |
| Expense Subtotal =                  | \$        | 75.30             |                 |                        |                            |                            |                           |                           |                 |                 |                   |                  |                            |                 |                          | \$ 75.30     |
| Subconsultant Subtotal =            | \$        | 6,000.00          |                 |                        |                            |                            |                           |                           |                 |                 |                   |                  |                            |                 |                          | \$ 6,000.00  |
| <b>Total Fee =</b>                  | <b>\$</b> | <b>6,900.00</b>   |                 |                        |                            |                            |                           |                           |                 |                 |                   |                  |                            |                 |                          |              |
| 5. Utility Coordination:            |           | 0                 | 0               | 0                      | 0                          | 0                          | 0                         | 0                         | 0               | 6               | 0                 | 6                | 0                          | 0               | 0                        | (2)          |
| Labor Subtotal =                    | \$        | 2,230.44          | \$0.00          | \$0.00                 | \$0.00                     | \$0.00                     | \$0.00                    | \$0.00                    | \$0.00          | \$1,274.53      | \$0.00            | \$955.90         | \$0.00                     | \$0.00          | \$0.00                   |              |
| Expense Subtotal =                  | \$        | 69.56             |                 |                        |                            |                            |                           |                           |                 |                 |                   |                  |                            |                 |                          | \$ 69.56     |
| Subconsultant Subtotal =            | \$        | -                 |                 |                        |                            |                            |                           |                           |                 |                 |                   |                  |                            |                 |                          | \$ -         |
| <b>Total Fee =</b>                  | <b>\$</b> | <b>2,300.00</b>   |                 |                        |                            |                            |                           |                           |                 |                 |                   |                  |                            |                 |                          |              |
| <b>PART B SUBTOTAL =</b>            | <b>\$</b> | <b>56,700.00</b>  |                 |                        |                            |                            |                           |                           |                 |                 |                   |                  |                            |                 |                          |              |
| <b>GRAND TOTAL =</b>                | <b>\$</b> | <b>505,000.00</b> |                 |                        |                            |                            |                           |                           |                 |                 |                   |                  |                            |                 |                          |              |

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

## **TIME SCHEDULE**

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

### **SCHEDULED PERFORMANCE IN CALENDAR DAYS**

#### **A. BASIC SERVICES**

1. Preliminary ..... As Required
2. Engineer's Design Report
  - c. Submit Preliminary Engineer's Design Report ..... 75 Calendar Days After Receipt of NTP
  - e. Submit Final Engineer's Design Report ..... 15 Calendar Days After Receipt of Review Comments for Attachment A, Item A.3.a.3)
3. Plans and Specifications
  - a.3) Submit Preliminary Plans and Specifications ..... 45 Calendar Days After Receipt of Review Comments for Attachment A, Item A.2.c.
  - a.6) Submit Final Plans and Specifications ..... 15 Calendar Days After Receipt of Review Comments for Attachment A, Item A.3.a.3)
4. Bidding ..... As Required

#### **B. SPECIAL SERVICES**

1. Administrative Assistance ..... As Required
2. Field Survey ..... 45 Calendar Days After Receipt of NTP
3. Geotechnical / Pavement Investigation ..... 45 Calendar Days After Receipt of NTP
4. DBE Program / Goal Update ..... 120 Calendar Days After Receipt of Notice to Proceed
5. Utility Coordination ..... As Required

#### **C. CONSTRUCTION SERVICES**

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

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

## FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

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

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

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

### PROVISIONS APPLICABLE TO ALL CONTRACTS

|                                                                                                |   |
|------------------------------------------------------------------------------------------------|---|
| ACCESS TO RECORDS AND REPORTS.....                                                             | 3 |
| CIVIL RIGHTS – GENERAL.....                                                                    | 3 |
| CIVIL RIGHTS – TITLE VI ASSURANCES.....                                                        | 3 |
| PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE<br>SERVICES OR EQUIPMENT..... | 6 |
| FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE).....                                   | 6 |
| OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 .....                                               | 6 |
| RIGHT TO INVENTIONS.....                                                                       | 6 |
| SEISMIC SAFETY.....                                                                            | 7 |
| TAX DELINQUENCY AND FELONY CONVICTIONS .....                                                   | 7 |
| TRADE RESTRICTION CERTIFICATION .....                                                          | 7 |
| VETERAN’S PREFERENCE .....                                                                     | 8 |

### PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

|                                            |    |
|--------------------------------------------|----|
| DISTRACTED DRIVING .....                   | 9  |
| EQUAL EMPLOYMENT OPPORTUNITY (EEO).....    | 9  |
| PROHIBITION OF SEGREGATED FACILITIES ..... | 10 |
| TERMINATION OF CONTRACT .....              | 11 |

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000**

|                               |    |
|-------------------------------|----|
| DEBARMENT AND SUSPENSION..... | 12 |
|-------------------------------|----|

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000**

|                                                               |    |
|---------------------------------------------------------------|----|
| CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS..... | 13 |
| LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.....               | 14 |

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000**

|                                             |    |
|---------------------------------------------|----|
| CLEAN AIR AND WATER POLLUTION CONTROL ..... | 15 |
|---------------------------------------------|----|

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000**

|                                         |    |
|-----------------------------------------|----|
| BREACH OF CONTRACT TERMS .....          | 15 |
| DISADVANTAGED BUSINESS ENTERPRISE ..... | 15 |

**PROVISIONS APPLICABLE TO ALL CONTRACTS****ACCESS TO RECORDS AND REPORTS**

Reference: 2 CFR § 200.334  
 2 CFR § 200.337  
 FAA Order 5100.38

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

**CIVIL RIGHTS – GENERAL**

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**CIVIL RIGHTS – TITLE VI ASSURANCES**

Reference: 49 USC § 47123  
 FAA Order 1400.11

**Title VI Solicitation Notice**

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

**Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);



- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

*Nondiscrimination Requirements / Title VI Clauses for Compliance*

**Compliance with Nondiscrimination Requirements:**

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be

amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Reference: 2 CFR § 200, Appendix II(K)  
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

## **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

Reference: 29 USC § 201, et seq  
2 CFR § 200.430

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

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

## **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

Reference: 20 CFR Part 1910

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

## **RIGHT TO INVENTIONS**

Reference: 2 CFR Part 200, Appendix II(F)  
37 CFR Part 401

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

**SEISMIC SAFETY**

Reference: 49 CFR Part 41

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

**TAX DELINQUENCY AND FELONY CONVICTIONS**

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts  
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

- 1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

**TRADE RESTRICTION CERTIFICATION**

Reference: 49 USC § 50104  
49 CFR Part 30

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

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

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

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

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

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

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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

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

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

#### **VETERAN'S PREFERENCE**

Reference: 49 USC § 47112(c)

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

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000****DISTRACTED DRIVING**

Reference: Executive Order 13513  
DOT Order 3902.10

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

Reference: 2 CFR Part 200, Appendix II(C)  
41 CFR § 60-1.4  
41 CFR § 60-4.3  
Executive Order 11246

**Equal Opportunity Clause**

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **PROHIBITION OF SEGREGATED FACILITIES**

Reference: 2 CFR Part 200, Appendix II(C)  
41 CFR Part 60-1

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact



segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

## TERMINATION OF CONTRACT

Reference: 2 CFR Part 200, Appendix II(B)  
FAA Advisory Circular 150/5370-10, Section 80-09

### Termination for Convenience (Professional Services)

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

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

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

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

### Termination for Cause (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

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

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
  2. Make adequate progress so as to endanger satisfactory performance of the Project; or
  3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant



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

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

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

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

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

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

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

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

#### **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000**

##### **DEBARMENT AND SUSPENSION**

Reference: 2 CFR Part 180 (Subpart B)  
 2 CFR Part 200, Appendix II(H)  
 2 CFR Part 1200  
 DOT Order 4200.5  
 Executive Orders 12549 and 12689

##### **Certification of Offeror/Bidder Regarding Debarment**

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

*Certification of Lower Tier Contractors Regarding Debarment*

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

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000****CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

Reference: 2 CFR Part 200, Appendix II(E)  
 2 CFR § 5.5(b)  
 40 USC § 3702  
 40 USC § 3704

1. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

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

#### 4. Subcontractors.

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

### LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment  
2 CFR Part 200, Appendix II(I)  
49 CFR Part 20, Appendix A

#### Certification Regarding Lobbying

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

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

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

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000****CLEAN AIR AND WATER POLLUTION CONTROL**

References: 2 CFR Part 200, Appendix II(G)  
 42 USC § 7401, et seq  
 33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor must include this requirement in all subcontracts that exceed \$150,000.

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000****BREACH OF CONTRACT TERMS**

Reference: 2 CFR § 200 Appendix II(A)

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

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

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

**DISADVANTAGED BUSINESS ENTERPRISE**

Reference: 49 CFR Part 26

**Solicitation Language (Solicitations that include a Contract Goal)****Bid Information Submitted as a matter of responsiveness:**

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

**Bid Information submitted as a matter of bidder responsibility:**

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

**Solicitation Language (Race/Gender Neutral Means)**

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

**Prime Contracts (Contracts Covered by a DBE Program)**

**Contract Assurance (49 CFR § 26.13)**

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may

result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

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

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

*This Page Intentionally Left Blank*



**CITY OF LIBERAL  
CITY COMMISSION MEETING  
November 11, 2025  
AGENDA ITEM # 11.**

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

Date: November 11, 2025

From: Scarlette Diseker, City Manager

RE: Contract for Sale and Purchase of North Fire Station

On May 19, 2025, the Seward County Board of County Commissioners held a joint Special Meeting with the City of Liberal Commission at the Seward County Administrative Building. The sole topic of discussion was the 15th Street Fire Station. The original MOU dates back to January 25, 2007 and details the term, financial expectations, maintenance requirements, and potential dissolution of the agreement between the two parties.

At the conclusion of the meeting, the City Commissioners had a consensus to offer a flat \$500,000 for a buyout of Seward County's portion of the facility. County Commissioners requested an appraisal, of which we agreed to schedule but later canceled after conversations between City and County administrative leaders.

Per my offer letter in the months that followed, I detailed that under Section 12(a), the MOU states that "either party hereto may terminate this Agreement at any time for any reason or for no reason by giving the other party thirty (30) days' advance written notice." It goes on to state in Section 12(b) that "Upon termination by City, unless otherwise agreed, City shall remain the sole occupant and owner of the Facility. City shall pay County 40% of the appraised value of the Facility, based on an appraisal obtained by City." The City then requested to exert the "unless otherwise agreed" portion of Section 12(b) with the flat dollar amount offer. The City also extended the Right of First Refusal (Section 13) to the County in the event that we ever decided to sell the facility. This offer letter was presented and approved at the September 2, 2025 Seward County Commission Meeting.

City Staff are pleased to present the attached Contract for Sale and Purchase of the North Fire Station for Commission approval. It is our hope that this offer and final contract will allow both City and County Fire Departments the room they need to grow and serve Liberal and Seward County.

**Recommendation:**

City Staff recommend approval of the Contract for Sale and Purchase of Interest in Real Estate pertaining to the North Fire Station, with funding having been approved from the Streets, Drainage, Capital Improvements portion of the One Cent Sales Tax in 2026.





324 N. Kansas Avenue  
P.O. Box 2199  
Liberal, KS 67905-2199  
P: (620) 626-2201  
[www.cityofliberal.org](http://www.cityofliberal.org)

Seward County  
Attn: April Warden, County Administrator  
515 N. Washington Ave, Suite 206  
Liberal, KS 67901

To Whom It May Concern:

The Liberal City Commission held a Special Meeting with the Seward County Board of County Commissioners on May 19, 2025 to discuss the past history and present needs of both fire departments. The original MOU dates back to January 25, 2007 and details the term, financial expectations, maintenance requirements, and potential dissolution of the agreement between the two parties.

Under Section 12(a), the MOU states that "either party hereto may terminate this Agreement at any time for any reason or for no reason by giving the other party thirty (30) days' advance written notice." It goes on to state in Section 12(b) that "Upon termination by City, unless otherwise agreed, City shall remain the sole occupant and owner of the Facility. City shall pay County 40% of the appraised value of the Facility, based on an appraisal obtained by the City."

At the conclusion of the meeting, the City Commissioners had a consensus to offer a flat \$500,000 for a buyout of Seward County's portion of the facility. County Commissioners requested an appraisal, of which we agreed to schedule but later cancelled after conversations between City and County administrative leaders. The City wishes to exert the "unless otherwise agreed" portion of Section 12(b) with this flat dollar amount offer. We are also willing to extend the Right of First Refusal (Section 13) to the County in the event the City decides to sell the facility.

It is our hope that this offer will allow both City and County Fire Departments the room they need to grow and serve Liberal and Seward County.

Sincerely,

A handwritten signature in black ink that reads "Scarlett Diseker".

Scarlette Diseker  
City Manager

## CONTRACT FOR SALE AND PURCHASE OF INTEREST IN REAL ESTATE

This agreement made and entered into the last date of the signatures affixed hereto, by and between the Board of County Commissioners of Seward County, Kansas hereinafter referred to as "SELLER", and the City of Liberal, Kansas hereinafter referred to as "BUYER".

### W I T N E S S E T H:

**1. Real Estate Conveyed.** Seller for the consideration hereinafter mentioned and upon strict observance of each and every term, condition, and covenant herein contained on the part of the Buyer agrees to sell, and Buyer agrees to purchase all interest that Seller may have in and to the following described real estate situated in Seward County, Kansas, to-wit:

A tract of ground out of the North Half (N/2) of the Northeast Quarter (NE/4) of Section Thirty-Two (32), Township Thirty-four (34), Range Thirty-Three (33), described by metes and bounds as follows, to wit:

Beginning at a point 560 feet west of the northeast corner of said Northeast Quarter (NE/4), thence west on the north boundary line of said quarter a distance of 222 feet more or less to a point directly north of extended west line of the Light (City) Park as it now exist thence south on aid extended west line of said park a distance of 347 feet: thence east parallel to the north boundary line of said quarter distance of 222 feet more or less; thence north a distance of 347 feet to the place of beginning (it being the intention to convey that tract or area lying immediately west of the tract heretofore conveyed by C.M. Light and wife to U.G. Black, and north of the City Park to the extended West line thereof),

subject to easements, restrictions, rights-of-way, oil and gas leases, mineral reservations and special assessments of record.

**2. Consideration.** The purchase price and consideration to be paid by Buyer is the sum of \$500,000.00 which shall be paid in full on the date of closing.

**3. Personal Property retained by Seller.** The conveyance shall not include Seller's 4 fire apparatus and Seller's gear lockers on the south wall of the building located on the Premises. This personal property/fixtures shall remain the property of Seller and Seller shall remove the same when it vacates the Premises pursuant to paragraph 8 of this contract.

**4. Taxes and Assessments.** Real estate taxes and assessments for the year 2025, if any, and all subsequent years shall be the sole responsibility of Buyer.

5. **Closing Agent.** The closing shall take place in the office of American Abstract Specialists, Inc. who shall act as the closing agent. All fees charged by the closing agent in connection with said closing shall be paid by Buyer.

6. **Deed.** This conveyance from Seller to Buyer shall be through Quitclaim Deed with no warranties of title.

7. **Closing.** The date of closing shall take place within thirty (30) days after the last signature affixed to this contract.

A. **Deliveries and Payments by Seller at Closing.** Upon date of closing, the following deliveries and payments shall be made by Seller:

(i) Executed Quitclaim Deed conveying all interest Seller has in and to the Property to the Buyer in the form attached hereto as Exhibit "A".

B. **Deliveries and Payments by Buyer at Closing.** Upon date of closing, the following deliveries and payments shall be made by Buyer:

(i) The entire purchase price in the amount of \$500,000.00.

(ii) The fees of the closing agent; and

(iii) All recording fees.

C. **Mutual Deliveries and Executions.** The parties hereto shall execute on date of closing such documents as the closing agent may require. The parties shall further execute and cause to be recorded the Notice of Right of First Refusal in the form attached hereto as Exhibit "B" and Agreement for Termination of Memorandum of Understanding in the form attached hereto as Exhibit "C."

8. **Possession.** After closing of this Contract, Seller shall continue to occupy the area of the Premises it has occupied prior to execution of this contract until the earlier of (i) Seller voluntarily vacating the Premises or (ii) within thirty (30) days from when Seller has fully remodeled/added on to its building located at 120 E. 18th St. Liberal, KS 67901. From and after Closing of the Contract, Seller shall be responsible for 40% of any and all utility bills and property insurance premiums paid by the City for the

Premises prorated to the date the building is vacated. County shall give written notice to City of the date it vacates the Premises. The provisions of this paragraph survive closing.

**9. Default.** It is further agreed by the parties hereto that time is of the essence of this agreement and if any payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed as herein provided, there shall be the following remedies:

A. In the event Seller fails to perform any term, condition or covenant hereof and such failure of performance shall continue for a period of ten (10) days after receipt by Seller of written notification from Buyer specifying Seller's failure of performance, then in that event Buyer may elect to treat this Contract as terminated, in which case all payments paid by Buyer hereunder shall be returned to Buyer and Buyer may recover such damages as are proper, or Buyer may elect to treat this Contract as being in full force and effect and shall have the right to require specific performance of said Contract or damages, or both.

B. In the event Buyer fails to perform any term, condition or covenant hereof and such failure of performance continues for a period of ten (10) days after receipt by Buyer of written notification from Seller specifying Buyer's failure of performance, Seller may elect to treat this Contract as terminated, in which case all payments paid by Buyer hereunder shall be forfeited and retained by Seller and Seller may recover such damages as may be proper, or Seller may elect to treat this Contract as being in full force and effect and Seller shall have the right to require specific performance or damages, or both.

**10. Lead-Based Paint Disclosure.** Buyer acknowledges that the Premises may contain lead-based paint. Buyer further acknowledges that Buyer may obtain a risk assessment or inspection of the Premises for the presence of lead-based paint and/or lead-based paint hazards, at Buyer's expense. Buyer does hereby waive Buyer's right to obtain such risk assessment and inspection of the Premises or to require removal by Seller of any lead-based paint and/or lead-based paint hazard. Buyer does hereby accept the property AS IS.

**11. Radon Disclosure.** Buyer is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and

the second leading cause overall. Kansas law requires sellers to disclose any information known to the seller that shows elevated concentrations of radon gas in residential real property. The Kansas Department of Health and Environment recommends all Buyers have an indoor radon test performed prior to purchasing or taking occupancy of real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician. For additional information go to [www.kansasradonprogram.org](http://www.kansasradonprogram.org).

**12. Warranty Disclaimer.** Seller makes no warranties, representations or statements, either express or implied, as to the condition and working order of the plumbing, heating and cooling and electrical systems, and any built-in appliances. The Buyer acknowledges it has inspected the Premises and/or been provided with the opportunity to inspect the Premises and personal property conveyed hereunder and accept the Premises AS IS and in its present condition.

**13. Destruction of Premises.** In the event of a partial destruction of the buildings and improvements located on the Premises, this Contract shall not be terminated nor the purchase price reduced. In the event of such destruction, this Contract shall proceed to closing and Buyer shall be entitled to all insurance proceeds payable as a result of said destruction and shall further be entitled to file any claims as may be necessary under any policy of insurance.

In the event of a total destruction of the buildings and improvements located on the Premises, this Contract shall be terminated and be of no force and effect.

**14. Waiver.** No delay or omission to exercise any right, power or remedy accruing to a party upon any breach or default by the other party under this Contract will impair such right, power or remedy of the non-defaulting party, nor shall it be construed to be a waiver of any such breach or default or an acquiescence therein or of any similar breach or default thereafter occurring nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring.

**15. Notices.** Any notices required or desired to be given hereunder by either party shall be in writing and shall be delivered either in person or by certified mail, return receipt requested, addressed as follows:

To Seller:

The Board of County Commissioners of Seward County, Kansas  
C/o of April Warden, County Administrator  
515 S. Washington  
Suite 204  
Liberal, Kansas 67951

To Buyer:  
The City of Liberal, Kansas  
c/o Scarlett Diseker, City Manager  
324 N Kansas Avenue  
Liberal, KS 67901

or such other place or places as either party may designate from time to time in writing.

All notices delivered in person shall be deemed received upon date of said delivery. All notices delivered by certified mail, return receipt requested, shall be deemed received on the date of postmark.

**16. Total Agreement.** This agreement supersedes any and all oral understandings had by and between the parties hereto pertaining to the Premises and constitutes the total agreement of the parties with regard to sale of the Premises; PROVIDED FURTHER, no modification or amendment of this agreement shall be effective unless in writing executed by the parties.

**17. Agreement Binding.** The covenants and agreements herein contained shall inure and be binding upon the parties hereto, their heirs, personal representatives and assigns.

**18. Governing Law.** This Agreement should be exclusively governed by and construed under the laws of the State of Kansas, except for the Conflict of Law Rules thereof which would refer the parties to the jurisdiction of another state. Any action between the parties hereto in regard to this Agreement or arising out of the terms, conditions and covenants thereof, shall be instituted and litigated in the courts of Seward County, Kansas and the parties do hereby consent and submit to the exclusive jurisdiction of the District Court of Seward County, Kansas.

**19. Termination of Memorandum of Understanding and Right of First Refusal.**  
Upon closing, the parties shall execute the Agreement for Termination of Memorandum of Understanding attached hereto as Exhibit "C", terminating that certain Memorandum of Understanding between the parties dated January 25, 2007 and all amendments thereto. Notwithstanding the foregoing, Seward County shall continue to have a right of First Refusal on the Premises. At closing, the parties shall execute and record

the notice of Right of First Refusal attached hereto as Exhibit "B." Pursuant to such right, in the event the City of Liberal shall decide to sell the Premises, The City of Liberal shall first offer the Premises to Seward County for 60% of the price offered and on the terms of the offer. Seward County shall have 45 days from the date of such offer in which to accept or reject the same.

**20. Execution in Counterpart.** It is understood and agreed that this Contract may be executed by the parties in counterpart and that it shall be fully effective and binding upon the parties when each of the parties have signed, whether all sign the same Contract or sign separately by counterpart.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate on the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS OF  
SEWARD COUNTY, KANSAS

BY: \_\_\_\_\_  
Scott Carr, Chairman of the Board of Seward  
County, Kansas Commissioners

"SELLER"

THE CITY OF LIBERAL, KANSAS

BY: \_\_\_\_\_ Date \_\_\_\_\_  
JOSE LARA, Mayor of  
the City of Liberal, Kansas

"BUYER"

# Exhibit “A”



## QUITCLAIM DEED

THIS DEED, made this \_\_\_\_ day of \_\_\_\_\_, 2025 between the Board of County Commissioners of Seward County and also known as Seward County, Kansas herein as "GRANTOR", and The City of Liberal, Kansas as "GRANTEE".

### W I T N E S S E T H:

That Grantor, for no consideration does by these presents convey and quitclaim unto Grantee, her successors and assigns, all the estate, right, title, interest and claim which Grantor has in and to the following described real estate situated in the County of Seward, and State of Kansas, to-wit:

A tract of ground out of the North Half (N/2) of the Northeast Quarter (NE/4) of Section Thirty-Two (32), Township Thirty-four (34), Range Thirty-Three (33), described by metes and bounds as follows, to wit:

Beginning at a point 560 feet west of the northeast corner of said Northeast Quarter (NE/4), thence west on the north boundary line of said quarter a distance of 222 feet more or less to a point directly north of extended west line of the Light (City) Park as it now exist thence south on aid extended west line of said park a distance of 347 feet: thence east parallel to the north boundary line of said quarter distance of 222 feet more or less; thence north a distance of 347 feet to the place of beginning (it being the intention to convey that tract or area lying immediately west of the tract heretofore conveyed by C.M. Light and wife to U.G. Black, and north of the City Park to the extended West line thereof)

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

IN WITNESS WHEREOF, Grantor has caused this deed to be signed on its behalf by a representative duly authorized to do so through Resolution No. 2025-\_\_\_\_, the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS  
OF SEWARD COUNTY, KANSAS

BY: \_\_\_\_\_  
Scott Carr, Chairman of the Board of Seward  
County, Kansas Commissioners

Attest:

\_\_\_\_\_  
Stacia D. Long, Seward County, Kansas Clerk

STATE OF KANSAS, COUNTY OF SEWARD, SS:

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2025 before me the undersigned, a Notary Public, in and for the County and State aforesaid, came Scott Carr, Chairperson of the Board of County Commissioners of Seward County, Kansas who is personally known to me to be the same person who acknowledged the execution of the same to be the act and deed of said Grantor.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above mentioned.

\_\_\_\_\_  
Notary Public

My Commission Expires:

SEAL

**Exhibit “B”**

## NOTICE OF RIGHT OF FIRST REFUSAL

Notice is hereby given that Seward County, Kansas has a right of first refusal to purchase from The City of Liberal, Kansas the following described real estate, to-wit:

A tract of ground out of the North Half (N/2) of the Northeast Quarter (NE/4) of Section Thirty-Two (32), Township Thirty-four (34), Range Thirty-Three (33), described by metes and bounds as follows, to wit:

Beginning at a point 560 feet west of the northeast corner of said Northeast Quarter (NE/4), thence west on the north boundary line of said quarter a distance of 222 feet more or less to a point directly north of extended west line of the Light (City) Park as it now exist thence south on aid extended west line of said park a distance of 347 feet: thence east parallel to the north boundary line of said quarter distance of 222 feet more or less; thence north a distance of 347 feet to the place of beginning (it being the intention to convey that tract or area lying immediately west of the tract heretofore conveyed by C.M. Light and wife to U.G. Black, and north of the City Park to the extended West line thereof)

Pursuant to such right of first refusal, in the event the City of Liberal shall decide to sell the Premises, The City of Liberal shall first offer the Premises to Seward County for 60% of the price offered and on the terms of the offer. Seward County shall have 45 days from the date of such offer in which to accept or reject the same.

IN WITNESS WHEREOF, the parties have executed this Notice this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

THE BOARD OF COUNTY COMMISSIONERS  
OF SEWARD COUNTY, KANSAS

BY: \_\_\_\_\_  
Scott Carr, Chairman of the Board of Seward  
County, Kansas Commissioners

Attest:

\_\_\_\_\_  
Stacia D. Long, Seward County, Kansas Clerk

STATE OF KANSAS, COUNTY OF SEWARD, SS:

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2025 before me the undersigned, a Notary Public, in and for the County and State aforesaid, came Scott Carr, Chairperson of the Board of County Commissioners of Seward County, Kansas who is personally known to me to be the same person who acknowledged the execution of the same to be the act and deed of said Grantor.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above mentioned.

\_\_\_\_\_  
Notary Public

My Commission Expires:

SEAL

THE CITY OF LIBERAL, KANSAS

BY: \_\_\_\_\_  
Jose Lara, Mayor

Attest:

\_\_\_\_\_  
Alicia Hidalgo, City Clerk

STATE OF KANSAS, COUNTY OF SEWARD, SS:

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2025 before me the undersigned, a Notary Public, in and for the County and State aforesaid, came Jose Lara, Mayor of the City of Liberal, Kansas who is personally known to me to be the same person who acknowledged the execution of the same to be the act and deed of said Grantor.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above mentioned.

---

Notary Public

My Commission Expires:

SEAL

# EXHIBIT “C”

## **AGREEMENT FOR TERMINATION OF MEMORANDUM OF UNDERSTANDING**

This Agreement for Termination Memorandum of Understanding is made and entered into effective on the date of the last signature affixed hereto, by and between The City of Liberal, Kansas (herein "CITY") and the Board of County Commissioners of Seward County, Kansas (herein collectively "COUNTY").

W I T N E S S E T H:

WHEREAS, the parties hereto have previously entered into a Memorandum of Understanding on January 25, 2007 and later a Supplemental Memorandum of Understanding on March 19, 2007 (herein collectively "MOU"), pursuant to which County and City occupied together the following described real property"), to-wit:

A tract of ground out of the North Half (N/2) of the Northeast Quarter (NE/4) of Section Thirty-Two (32), Township Thirty-four (34), Range Thirty-Three (33), described by metes and bounds as follows, to wit:

Beginning at a point 560 feet west of the northeast corner of said Northeast Quarter (NE/4), thence west on the north boundary line of said quarter a distance of 222 feet more or less to a point directly north of extended west line of the Light (City) Park as it now exist thence south on aid extended west line of said park a distance of 347 feet: thence east parallel to the north boundary line of said quarter distance of 222 feet more or less; thence north a distance of 347 feet to the place of beginning (it being the intention to convey that tract or area lying immediately west of the tract heretofore conveyed by C.M. Light and wife to U.G. Black, and north of the City Park to the extended West line thereof)

(herein "Premises")

WHEREAS, The City of Liberal has purchased all of County's interest in and to the Premises under a Certain Contract for Sale and Purchase of Real Estate (herein "Contract")

WHEREAS, the parties desire to terminate the MOU.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. **MOU Termination.** The MOU is terminated effective as of the date of the last signature affixed hereto under the terms and conditions herein. County shall vacate the Premises and surrender exclusive possession thereof to City under paragraph 8 of the Contract, which is incorporated as if fully set forth herein.

2. **Right of First Refusal.** County shall have a right of first refusal of the Premises under the terms of paragraph 19 of the Contract, which is incorporated as if fully set forth herein.

3. **Expenses Paid as of the Date of This Agreement.** City does hereby acknowledge that no sum is due to City from County under the MOU and City has no further claim against County for payment or reimbursement of any costs, expenses, fees, or rent under the MOU, except as may be made under paragraph 8 of the Contract while the County is in continued possession of the Premises.

4. **Agreement Binding.** This Agreement is binding upon the parties hereto, their heirs, successors, personal representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS OF  
SEWARD COUNTY, KANSAS

BY: \_\_\_\_\_  
Scott Carr, Chairman of the Board of Seward  
County, Kansas Commissioners

Attest:

\_\_\_\_\_  
Stacia D. Long, Seward County, Kansas Clerk



STATE OF KANSAS, COUNTY OF SEWARD, SS:

BE IT REMEMBERED, that \ \_\_\_\_\_ day of \_\_\_\_\_, 2025 before me the undersigned, a Notary Public, in and for the County and State aforesaid, came Scott Carr, Chairperson of the Board of County Commissioners of Seward County, Kansas who is personally known to me to be the same person who acknowledged the execution of the same to be the act and deed of said Grantor.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above mentioned.

\_\_\_\_\_  
Notary Public

My Commission Expires:

SEAL

THE CITY OF LIBERAL, KANSAS

BY: \_\_\_\_\_  
Jose Lara, Mayor

Attest:

\_\_\_\_\_  
Alicia Hidalgo, City Clerk

STATE OF KANSAS, COUNTY OF SEWARD, SS:

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2025 before me the undersigned, a Notary Public, in and for the County and State aforesaid, came Jose Lara, Mayor of the City of Liberal, Kansas who is personally known to me to be the same person who acknowledged the execution of the same to be the act and deed of said Grantor.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above mentioned.

\_\_\_\_\_  
Notary Public



**CITY OF LIBERAL  
CITY COMMISSION MEETING  
November 11, 2025  
AGENDA ITEM # 13.**

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

Date: November 11, 2025

From:

RE: CITY MANAGER REPORT

**Recommendation:**



**CITY OF LIBERAL  
CITY COMMISSION MEETING  
November 11, 2025  
AGENDA ITEM # 15.a.**

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

Date: November 11, 2025

From:

RE: 11/11/2025 VOUCHERS

Voucher Summary List:

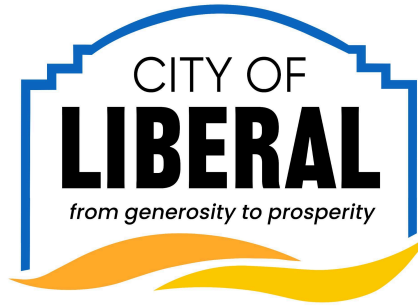
Accounts Payable Vouchers: \$787,592.65

Rec Center Officials & Special Runs: \$163,823.33

HR Expense Vouchers: \$281,304.49

**Total: \$1,232,720.47**

**Recommendation:**



---

**Voucher Summary List  
City Commission Meeting  
11/11/25**

Accounts Payable Vouchers: \$787,592.65

Rec Center Officials & Special Runs: \$163,823.33

HR Expense Vouchers: \$281,304.49

**TOTAL: \$1,232,720.47**

## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger                                     | Description                                  | Vendor Name                   | Invoice         | Amount            |
|--------------------------------------------|----------------------------------------------|-------------------------------|-----------------|-------------------|
| <b>Department: 0000 - NONDEPARTMENTAL</b>  |                                              |                               |                 |                   |
| 601-0000-28175                             | HEALTH EQUITY/WAGE WORKS                     | WAGEWORKS, INC                | INV8050186      | \$138.26          |
| 601-0000-28175                             | HEALTH EQUITY/WAGE WORKS                     | WAGEWORKS, INC                | INV8081941      | \$593.95          |
| <b>Subtotal for Department 0000 :</b>      |                                              |                               |                 | <b>\$732.21</b>   |
| <b>Department: 4100 - NON DEPARTMENTAL</b> |                                              |                               |                 |                   |
| 100-4100-44031                             | BLAST                                        | PIONEER RESEARCH              | 267161          | \$272.78          |
| 100-4100-44031                             | BI-MONTHLY PEST CONTROL                      | RINE EXTERMINATING INC        | 95962378        | \$55.00           |
| 100-4100-44031                             | VINYL TUBING/RECIPROCATING BLADE/HOSE MENDER | WESTLAKE HARDWARE INC         | 7720094         | \$67.22           |
| 100-4100-44031                             | CABLE TIES                                   | WESTLAKE HARDWARE INC         | 7720096         | \$3.99            |
| 100-4100-44031                             | FLEX MAGNETIC TAPE                           | WESTLAKE HARDWARE INC         | 7720210         | \$17.99           |
| 100-4100-44043                             | COPY MACHINE LEASES                          | SOS LEASING                   | DECEMBER 2025   | \$189.98          |
| 100-4100-44043                             | COPY MACHINE LEASES                          | SOS LEASING                   | DECEMBER 2025   | \$299.95          |
| 100-4100-44043                             | SEPTEMBER COPY CHARGES                       | SOUTHERN OFFICE SUPPLY INC    | 1760            | \$56.73           |
| 100-4100-46010                             | LEDGER SHEET FOR CORPORATION                 | AMAZON CAPITAL SERVICES       | 1CDD-NY7Y-1TYM  | \$50.63           |
| 100-4100-46010                             | PACKAGING TAPE                               | SOUTHERN OFFICE SUPPLY INC    | 2695            | \$32.64           |
| 100-4100-46010                             | OFFICE SUPPLIES                              | SOUTHERN OFFICE SUPPLY INC    | 3149            | \$67.87           |
| 100-4100-46011                             | TRASH BAGS/PAPER TOWELS                      | SERVICE JANITORIAL SUPPLY INC | 337402          | \$122.15          |
| 100-4100-46013                             | SHIPPING                                     | UNITED PARCEL SERVICE         | 000066e179435   | \$43.29           |
| 100-4100-46013                             | WEEKLY CHARGES                               | UNITED PARCEL SERVICE         | 000066E179445   | \$68.20           |
| 100-4100-46022                             | ELECTRIC SERVICE BILLING                     | SOUTHERN PIONEER ELECTRIC CO  | NOVEMBER #1 202 | \$2,393.02        |
| 100-4100-48090                             | RIGID MAGNETIC SIGN HOLDERS                  | AMAZON CAPITAL SERVICES       | 1QVJ-7944-37WD  | \$25.97           |
| 100-4100-48090                             | COFFEE                                       | PRAIRIE FIRE COFFEE           | 1691359         | \$141.80          |
| 100-4100-48090                             | BREAKROOM SUPPLIES                           | TREVIPAY - WALMART            | 8DCD2853        | \$55.95           |
| <b>Subtotal for Department 4100 :</b>      |                                              |                               |                 | <b>\$3,965.16</b> |

Operator: daisy.torres

11/4/2025 4:42:58 PM

Page 1 of 31

Report ID: APLT33D

## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger                                              | Description                           | Vendor Name                       | Invoice            | Amount          |
|-----------------------------------------------------|---------------------------------------|-----------------------------------|--------------------|-----------------|
| <b>Department: 4110 - LEGISLATIVE</b>               |                                       |                                   |                    |                 |
| 100-4110-45030                                      | CELLULAR/TABLET SERVICE               | VERIZON WIRELESS                  | 6126620034         | \$203.15        |
| 100-4110-45041                                      | LEGALS: RESOLUTION #2442              | HIGH PLAINS DAILY LEADER AND TIME | 123438             | \$103.95        |
| 100-4110-46028                                      | GOOGLE BUSINESS WORKSPACE             | DASTON CORPORATION, THE           | INV-7999           | \$72.00         |
| <b>Subtotal for Department 4110 :</b>               |                                       |                                   |                    | <b>\$379.10</b> |
| <b>Department: 4120 - MUNICIPAL COURT/DIVERSION</b> |                                       |                                   |                    |                 |
| 100-4120-34108                                      | RESTITUTION/NO SHOW FEE/JM SOSA-OLMOS | SOUTHWEST GUIDANCE CENTER         | 2023001027         | \$25.00         |
| 100-4120-34108                                      | RESTITUTION/NO SHOW FEE/M VISOSO      | SOUTHWEST GUIDANCE CENTER         | 2023001743.2       | \$25.00         |
| 100-4120-34108                                      | RESTITUTION/NO SHOW FEE/R HAMPTON     | SOUTHWEST GUIDANCE CENTER         | 2024001093.1       | \$35.00         |
| 100-4120-43024                                      | CITY OF LIB V B C HOLDER              | BARBARA NASH LAW                  | 2025-1318          | \$379.50        |
| 100-4120-43024                                      | PRO TEM JUDGE/L FRYMIRE               | YOXALL, ANTRIM, FOREMAN & FRYMIR  | CV 95072           | \$112.50        |
| 100-4120-43035                                      | CITY OF LIB V R G BLANCO              | BARBARA NASH LAW                  | 2021-1061.3        | \$290.00        |
| 100-4120-43035                                      | CITY OF LIB V A ALIRES                | BARBARA NASH LAW                  | 2022-540 & 2022-36 | \$638.75        |
| 100-4120-43035                                      | CITY OF LIB V J MERWIN                | BARBARA NASH LAW                  | 2025-1353          | \$296.35        |
| 100-4120-43035                                      | CITY OF LIB V V K MENDOZA             | BARBARA NASH LAW                  | 2025-252,2025-677, | \$333.50        |
| 100-4120-43035                                      | CITY OF LIB V W HOUGH                 | BARBARA NASH LAW                  | 2025-633           | \$548.35        |
| 100-4120-43035                                      | CITY OF LIB V R CASAS                 | BARBARA NASH LAW                  | 2025-68            | \$258.00        |
| 100-4120-44031                                      | BLAST                                 | PIONEER RESEARCH                  | 267161             | \$272.79        |
| 100-4120-44043                                      | COPY MACHINE LEASES                   | SOS LEASING                       | DECEMBER 2025      | \$317.04        |
| 100-4120-45030                                      | MONTHLY PHONE CHARGES                 | AT&T                              | OCT 2025           | \$103.46        |
| 100-4120-46010                                      | TONER CARTDRIDGE BLACK                | AMAZON CAPITAL SERVICES           | 14R6-RKFN-1XY3     | \$79.99         |
| 100-4120-46010                                      | HOURLY SCHEDULE/EXPO MARKERS          | AMAZON CAPITAL SERVICES           | 1C3Q-LYGF-3Q11     | \$38.26         |
| 100-4120-46010                                      | OFFICE SUPPLIES                       | SOUTHERN OFFICE SUPPLY INC        | 2539               | \$120.29        |
| 100-4120-46022                                      | ELECTRIC SERVICE BILLING              | SOUTHERN PIONEER ELECTRIC CO      | NOVEMBER #1 202    | \$238.38        |

Operator: daisy.torres

11/4/2025 4:42:58 PM

Page 2 of 31

Report ID: APLT33D

## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger         | Description                                        | Vendor Name                  | Invoice         | Amount     |
|----------------|----------------------------------------------------|------------------------------|-----------------|------------|
| 100-4120-46028 | GOOGLE BUSINESS WORKSPACE                          | DASTON CORPORATION, THE      | INV-7999        | \$144.00   |
| 100-4120-46090 | BLACK DISPOSABLE GLOVES/APPOINTMENT BOOK 2026      | AMAZON CAPITAL SERVICES      | 1K9N-DW96-3166  | \$56.99    |
| 100-4120-48033 | MUNICIPAL COURT FEES                               | KANSAS STATE TREASURER       | AUGUST & JULY 2 | \$157.50   |
| 100-4120-48034 | MUNICIPAL COURT FEES                               | KANSAS STATE TREASURER       | AUGUST & JULY 2 | \$771.00   |
| 100-4120-48036 | MUNICIPAL COURT FEES                               | KANSAS STATE TREASURER       | AUGUST & JULY 2 | \$3,199.50 |
| 100-4120-48038 | MUNICIPAL COURT FEES                               | KANSAS STATE TREASURER       | AUGUST & JULY 2 | \$176.00   |
| 100-4120-48041 | MUNICIPAL COURT FEES                               | KANSAS STATE TREASURER       | AUGUST & JULY 2 | \$140.00   |
| 100-4120-48044 | MUNICIPAL COURT FEES                               | KANSAS STATE TREASURER       | AUGUST & JULY 2 | \$117.71   |
| 100-4120-48840 | MUNICIPAL COURT FEES                               | KANSAS STATE TREASURER       | AUGUST & JULY 2 | \$1,969.53 |
| 722-4120-43035 | DRUG COURT-OCTOBER                                 | BARBARA NASH LAW             | OCTOBER 2025    | \$3,500.00 |
| 722-4120-43060 | BLACK DISPOSABLE GLOVES/APPOINTMENT BOOK 2026      | AMAZON CAPITAL SERVICES      | 1K9N-DW96-3166  | \$56.99    |
| 722-4120-43060 | DRUG TESTS                                         | MICRO DISTRIBUTING II,LTD    | 1371164         | \$1,233.30 |
| 722-4120-43060 | DRUG TEST HANDLING FEE                             | REDWOOD TOXICOLOGY LABORATOR | 11058920259     | \$31.59    |
| 722-4120-43238 | LIBERAL TREATMENT COURT                            | SOUTHWEST GUIDANCE CENTER    | 10/01/25        | \$5,166.66 |
| 722-4120-45080 | TRAVEL EXPENSE REPORT-OKLAHOMA CITY OK 09/22-09/26 | NASH, BARBARA                | 09/26/2025      | \$290.96   |
| 722-4120-46010 | BLACK DISPOSABLE GLOVES/APPOINTMENT BOOK 2026      | AMAZON CAPITAL SERVICES      | 1K9N-DW96-3166  | \$15.99    |

**Subtotal for Department 4120 :** **\$21,139.88**

**Department: 4130 - CITY MANAGER**

|                |                           |                         |            |          |
|----------------|---------------------------|-------------------------|------------|----------|
| 100-4130-45030 | CELLULAR/TABLET SERVICE   | VERIZON WIRELESS        | 6126620034 | \$119.88 |
| 100-4130-46028 | GOOGLE BUSINESS WORKSPACE | DASTON CORPORATION, THE | INV-7999   | \$72.00  |

**Subtotal for Department 4130 :** **\$191.88**

**Department: 4150 - FINANCE DEPARTMENT**

Operator: daisy.torres

11/4/2025 4:42:58 PM

Page 3 of 31

Report ID: APLT33D



## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger                         | Description                           | Vendor Name                       | Invoice       | Amount   |
|--------------------------------|---------------------------------------|-----------------------------------|---------------|----------|
| 100-4150-45541                 | LEGALS: 3RD QUARTLY TREASURERS REPORT | HIGH PLAINS DAILY LEADER AND TIME | 123439        | \$111.38 |
| 100-4150-46010                 | CASH BOX                              | SOUTHERN OFFICE SUPPLY INC        | 1525          | \$59.38  |
| 100-4150-46028                 | GOOGLE BUSINESS WORKSPACE             | DASTON CORPORATION, THE           | INV-7999      | \$100.80 |
| 100-4150-48090                 | FILING FEE-B MANNEL                   | KANSAS SECRETARY OF STATE         | B MANNEL 2025 | \$25.00  |
| Subtotal for Department 4150 : |                                       |                                   |               | \$296.56 |

## Department: 4152 - PERSONNEL DEPARTMENT

|                                |                               |                                 |           |          |
|--------------------------------|-------------------------------|---------------------------------|-----------|----------|
| 100-4152-46010                 | OFFICE SUPPLIES               | WESTLAKE HARDWARE INC           | 7719949   | \$42.98  |
| 100-4152-46028                 | GOOGLE BUSINESS WORKSPACE     | DASTON CORPORATION, THE         | INV-7999  | \$57.60  |
| 100-4152-46090                 | LABOR LAW REQUIREMENTS POSTER | LEAGUE OF KANSAS MUNICIPALITIES | 200016086 | \$36.00  |
| Subtotal for Department 4152 : |                               |                                 |           | \$136.58 |

## Department: 4160 - BUILDING MAINTENANCE

|                                |                                                 |                              |                 |          |
|--------------------------------|-------------------------------------------------|------------------------------|-----------------|----------|
| 100-4160-45030                 | CELLULAR/TABLET SERVICE                         | VERIZON WIRELESS             | 6126620034      | \$126.51 |
| 100-4160-46022                 | ELECTRIC SERVICE BILLING                        | SOUTHERN PIONEER ELECTRIC CO | NOVEMBER #1 202 | \$109.66 |
| 100-4160-46028                 | GOOGLE BUSINESS WORKSPACE                       | DASTON CORPORATION, THE      | INV-7999        | \$72.00  |
| 100-4160-48090                 | MICROFIBER TOWELS/TAPE/DISH SOAP/AIR FRESHENERS | WALMART COMMUNITY BRC        | OCTOBER 2025    | \$36.42  |
| Subtotal for Department 4160 : |                                                 |                              |                 | \$344.59 |

## Department: 4180 - I.T. DEPARTMENT

|                                |                           |                         |          |          |
|--------------------------------|---------------------------|-------------------------|----------|----------|
| 100-4180-46028                 | GOOGLE BUSINESS WORKSPACE | DASTON CORPORATION, THE | INV-7999 | \$230.40 |
| Subtotal for Department 4180 : |                           |                         |          | \$230.40 |

## Department: 4210 - POLICE ADMINISTRATION

|                |                                                          |                                 |            |          |
|----------------|----------------------------------------------------------|---------------------------------|------------|----------|
| 100-4210-43036 | INMATE MEDICAL SERVICE-C THOMAS L                        | INNOVA EMERGENCY ASSOCIATES, PC | 07/29/2025 | \$108.89 |
| 100-4210-43036 | PRISONER MEDICAL BILL/M SALGADO                          | SOUTHWEST GUIDANCE CENTER       | 10/02/25   | \$40.00  |
| 100-4210-43036 | PRISONER MEDICAL BILL/SERVICE DATES: 09/02/25 - 10/01/25 | SOUTHWEST MEDICAL CENTER        | 23         | \$107.50 |

Operator: daisy.torres

11/4/2025 4:42:58 PM

Page 4 of 31

Report ID: APLT33D

## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger         | Description                  | Vendor Name                   | Invoice         | Amount     |
|----------------|------------------------------|-------------------------------|-----------------|------------|
| 100-4210-43036 | INMATE HEALTHCARE REPRICE    | WELLPATH LLC                  | INV0133927      | \$18.00    |
| 100-4210-44030 | SCREEN PROTECTORS            | AMAZON CAPITAL SERVICES       | 1ML9-6WLN-1RRX  | \$18.97    |
| 100-4210-44031 | BLAST                        | PIONEER RESEARCH              | 267161          | \$272.79   |
| 100-4210-44031 | PEST CONTROL                 | RINE EXTERMINATING INC        | 95962363        | \$100.00   |
| 100-4210-44032 | SEPTEMBER CAR WASHES         | SQUEAKY CLEAN CAR WASH LLC    | 4908            | \$18.00    |
| 100-4210-44032 | SEPTEMBER CAR WASHES         | SQUEAKY CLEAN CAR WASH LLC    | 4909            | \$16.00    |
| 100-4210-44032 | SEPTEMBER CAR WASHES         | SQUEAKY CLEAN CAR WASH LLC    | 4913            | \$18.00    |
| 100-4210-44032 | SEPTEMBER CAR WASHES         | SQUEAKY CLEAN CAR WASH LLC    | 4921            | \$48.00    |
| 100-4210-44032 | SEPTEMBER CAR WASHES         | SQUEAKY CLEAN CAR WASH LLC    | 4922            | \$173.00   |
| 100-4210-44043 | COPY MACHINE LEASES          | SOS LEASING                   | DECEMBER 2025   | \$174.81   |
| 100-4210-44043 | COPY MACHINE LEASES          | SOS LEASING                   | DECEMBER 2025   | \$271.39   |
| 100-4210-44043 | SEPTEMBER COPY CHARGES       | SOUTHERN OFFICE SUPPLY INC    | 1760            | \$940.82   |
| 100-4210-46010 | OFFICE SUPPLIES              | QUILL                         | 46096119        | \$598.03   |
| 100-4210-46010 | OFFICE SUPPLIES              | QUILL                         | 46280888        | \$39.21    |
| 100-4210-46010 | CODING LABELS                | SOUTHERN OFFICE SUPPLY INC    | 3017            | \$33.16    |
| 100-4210-46010 | IMAGING UNIT                 | SOUTHERN OFFICE SUPPLY INC    | 3185            | \$148.22   |
| 100-4210-46011 | STYROFOAM CUPS               | SERVICE JANITORIAL SUPPLY INC | 337381          | \$62.00    |
| 100-4210-46013 | EVIDENCE KBI SHIPPING        | PETTY CASH                    | 6543            | \$24.40    |
| 100-4210-46022 | ELECTRIC SERVICE BILLING     | SOUTHERN PIONEER ELECTRIC CO  | NOVEMBER #1 202 | \$2,222.57 |
| 100-4210-46028 | GOOGLE BUSINESS WORKSPACE    | DASTON CORPORATION, THE       | INV-7999        | \$849.60   |
| 100-4210-46085 | EMBROIDERED PATCHES/LANYARDS | AMAZON CAPITAL SERVICES       | 1JQY-J4JC-3C1N  | \$764.47   |
| 100-4210-46085 | FLEX RADIO                   | GALLS LLC                     | 032758997       | \$384.99   |
| 100-4210-46085 | DANNER SCORCH SIDE ZIP       | GALLS LLC                     | 032835096       | \$182.94   |
| 100-4210-46090 | WIPER BLADE                  | AUTO ZONE COMMERCIAL PROGRAM  | 01640673096     | \$37.48    |
| 100-4210-46090 | SYLVANIA XTRAVISION BULBS    | AUTO ZONE COMMERCIAL PROGRAM  | 01640673097     | \$13.99    |

Operator: daisy.torres

11/4/2025 4:42:58 PM

Page 5 of 31

Report ID: APLT33D

## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger                         | Description                 | Vendor Name                    | Invoice        | Amount            |
|--------------------------------|-----------------------------|--------------------------------|----------------|-------------------|
| 100-4210-46090                 | (5) 5 GALLON WATER          | SCHEOPNER'S WATER CONDITIONING | 141388         | \$38.75           |
| 100-4210-46090                 | (10) 5 GALLON WATER         | SCHEOPNER'S WATER CONDITIONING | 90335610       | \$77.50           |
| 100-4210-46090                 | MINI RATCHET SET            | WALMART COMMUNITY BRC          | OCTOBER 2025   | \$29.68           |
| 100-4210-46612                 | ROLLING CART FOOD STORAGE   | AMAZON CAPITAL SERVICES        | 1K9N-DW96-3J6P | \$306.97          |
| 100-4210-46612                 | MOVING BOXES/PACKAGING TAPE | MEAD LUMBER DO IT CENTER       | 12725598       | \$45.26           |
| Subtotal for Department 4210 : |                             |                                |                | <b>\$8,185.39</b> |

## Department: 4211 - ANIMAL CONTROL DIVISION

|                |                                         |                                |              |          |
|----------------|-----------------------------------------|--------------------------------|--------------|----------|
| 100-4211-34503 | A THOMPSON-SPAY/NEUTER & RABIES VACCINE | AIDYN THOMPSON                 | 10/07/2025   | \$15.00  |
| 100-4211-34503 | B PARKER-SPAY/NEUTER & RABIES VACCINE   | BARBARA PARKER                 | 10/16/2025   | \$15.00  |
| 100-4211-34503 | B ROGERS-SPAY/NEUTER & RABIES VACCINE   | BRENDA ROGERS                  | 10/13/2025   | \$15.00  |
| 100-4211-34503 | I FREISEN-SPAY/NEUTER & RABIES VACCINE  | ISAAK FREISEN                  | 10/22/2025   | \$15.00  |
| 100-4211-34503 | RABIES VACCINE                          | OLIVIA HODGES                  | 09/30/25     | \$15.00  |
| 100-4211-34504 | A THOMPSON-SPAY/NEUTER & RABIES VACCINE | AIDYN THOMPSON                 | 10/07/2025   | \$150.00 |
| 100-4211-34504 | B PARKER-SPAY/NEUTER & RABIES VACCINE   | BARBARA PARKER                 | 10/16/2025   | \$150.00 |
| 100-4211-34504 | B ROGERS-SPAY/NEUTER & RABIES VACCINE   | BRENDA ROGERS                  | 10/13/2025   | \$150.00 |
| 100-4211-34504 | I FREISEN-SPAY/NEUTER & RABIES VACCINE  | ISAAK FREISEN                  | 10/22/2025   | \$150.00 |
| 100-4211-34504 | SPAY/NEUTER                             | OLIVIA HODGES                  | 09/30/25     | \$80.00  |
| 100-4211-43091 | PET MEDICATION                          | MWI ANIMAL HEALTH              | 64073588     | \$8.60   |
| 100-4211-43094 | LOW COST SPAY/NEUTER SUPPLIES           | TREVIPLAY - WALMART            | 153F9311     | \$61.40  |
| 100-4211-43094 | LOST COST SPAY/NEUTER SUPPLIES          | WALMART COMMUNITY BRC          | OCTOBER 2025 | \$4.28   |
| 100-4211-44030 | EPOXY PUTTY                             | TREVIPLAY - WALMART            | 153F9311     | \$6.17   |
| 100-4211-44031 | BAIT STATION INSTALL                    | RINE EXTERMINATING INC         | 65124        | \$245.00 |
| 100-4211-46010 | (4) 5 GALLON WATER                      | SCHEOPNER'S WATER CONDITIONING | 141634       | \$46.00  |

## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger         | Description               | Vendor Name                  | Invoice         | Amount   |
|----------------|---------------------------|------------------------------|-----------------|----------|
| 100-4211-46010 | OFFICE SUPPLIES           | TREVIPAY - WALMART           | B82E8D89        | \$13.22  |
| 100-4211-46010 | OFFICE SUPPLIES           | WALMART COMMUNITY BRC        | OCTOBER 2025    | \$26.73  |
| 100-4211-46010 | OFFICE SUPPLIES           | WALMART COMMUNITY BRC        | OCTOBER 2025    | \$11.76  |
| 100-4211-46022 | ELECTRIC SERVICE BILLING  | SOUTHERN PIONEER ELECTRIC CO | NOVEMBER #1 202 | \$391.83 |
| 100-4211-46028 | GOOGLE BUSINESS WORKSPACE | DASTON CORPORATION, THE      | INV-7999        | \$115.20 |
| 100-4211-46085 | EMBROIDERY                | SIGN EXPRESS                 | POS 225         | \$404.80 |
| 100-4211-46615 | PET BOWLS                 | AMAZON CAPITAL SERVICES      | 174X-QRVM-1JF6  | \$31.29  |
| 100-4211-46615 | TICKET HOLDERS            | SOUTHERN OFFICE SUPPLY INC   | 3088            | \$28.12  |
| 100-4211-46615 | KENNEL SUPPLIES           | TREVIPAY - WALMART           | 153F9311        | \$3.16   |
| 100-4211-46615 | KENNEL SUPPLIES           | TREVIPAY - WALMART           | B0B04782        | \$12.32  |
| 100-4211-46615 | KENNEL SUPPLIES           | TREVIPAY - WALMART           | B82E8D89        | \$92.59  |
| 100-4211-46615 | KENNEL SUPPLIES           | WALMART COMMUNITY BRC        | OCTOBER 2025    | \$6.47   |
| 100-4211-46615 | KENNEL SUPPLIES           | WALMART COMMUNITY BRC        | OCTOBER 2025    | \$49.86  |
| 100-4211-46619 | DOG/CAT FOOD              | TREVIPAY - WALMART           | 153F9311        | \$29.97  |
| 100-4211-46619 | DOG & CAT FOOD            | TREVIPAY - WALMART           | B0B04782        | \$228.78 |
| 100-4211-46619 | DOG & CAT FOOD            | TREVIPAY - WALMART           | B82E8D89        | \$203.33 |
| 100-4211-46619 | DOG/CAT FOOD              | WALMART COMMUNITY BRC        | OCTOBER 2025    | \$211.69 |
| 100-4211-46619 | DOG/CAT FOOD              | WALMART COMMUNITY BRC        | OCTOBER 2025    | \$65.82  |

**Subtotal for Department 4211 :** **\$3,053.39**

## Department: 4220 - FIRE

|                |                                                               |                       |              |             |
|----------------|---------------------------------------------------------------|-----------------------|--------------|-------------|
| 100-4220-43022 | REIMBURSEMENT-FEES & EXPENSES TO OBTAIN INITIAL CERTIFICATION | AVELINO, EDWARD       | 92434        | \$131.90    |
| 100-4220-44030 | AIRPACK BOTTLES                                               | MES SERVICE COMPANY   | IN2360990    | \$17,130.12 |
| 100-4220-44030 | LIQUID STORAGE BOTTLE                                         | WALMART COMMUNITY BRC | OCTOBER 2025 | \$6.24      |
| 100-4220-44030 | STORAGE BINS                                                  | WALMART COMMUNITY BRC | OCTOBER 2025 | \$27.90     |

Operator: daisy.torres

11/4/2025 4:42:58 PM

Page 7 of 31

Report ID: APLT33D

## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger                         | Description                                 | Vendor Name                      | Invoice         | Amount      |
|--------------------------------|---------------------------------------------|----------------------------------|-----------------|-------------|
| 100-4220-44031                 | QUARTERLY PEST CONTROL-ST 1,2 &3            | DAVIS PEST CONTROL               | 20224           | \$177.00    |
| 100-4220-44031                 | REPAIR OVERHEAD DOOR                        | SOUTHWEST GLASS & DOOR INC       | 108765          | \$245.00    |
| 100-4220-44031                 | FITTINGS                                    | WESTLAKE HARDWARE INC            | 7720016         | \$4.99      |
| 100-4220-44031                 | FITTINGS                                    | WESTLAKE HARDWARE INC            | 7720181         | \$29.57     |
| 100-4220-44032                 | OIL FILTERS/STOCK                           | CATLETT AUTOMOTIVE INC           | 732488.1        | \$24.54     |
| 100-4220-44032                 | FILTERS                                     | CATLETT AUTOMOTIVE INC           | 735272          | \$163.12    |
| 100-4220-44043                 | COPY MACHINE LEASES                         | SOS LEASING                      | DECEMBER 2025   | \$184.76    |
| 100-4220-45030                 | CELLULAR/TABLET SERVICE                     | VERIZON WIRELESS                 | 6126620034      | \$349.52    |
| 100-4220-46011                 | JANITORIAL SUPPLIES                         | WALMART COMMUNITY BRC            | OCTOBER 2025    | \$130.49    |
| 100-4220-46015                 | SMOKE FLUID-FPW SMOKEHOUSE                  | HAYS FIRE AND RESCUE             | 7976D           | \$62.34     |
| 100-4220-46021                 | GAS SERVICE BILLING                         | CONSTELLATION NEWENERGY          | 4440532         | \$17.23     |
| 100-4220-46022                 | ELECTRIC SERVICE BILLING                    | SOUTHERN PIONEER ELECTRIC CO     | NOVEMBER #1 202 | \$1,165.32  |
| 100-4220-46028                 | GOOGLE BUSINESS WORKSPACE                   | DASTON CORPORATION, THE          | INV-7999        | \$388.80    |
| 100-4220-46090                 | DRYER SHEETS/LAUNDRY SOAP                   | WALMART COMMUNITY BRC            | OCTOBER 2025    | \$52.28     |
| 100-4220-48090                 | 2025 DUCK FESTIVAL BOOTH RENT FOR FIRE DEPT | LIBERAL AREA CHAMBER OF COMMERCE | 13426           | \$50.00     |
| 100-4220-48090                 | COFFEE                                      | PRAIRIE FIRE COFFEE              | 1690834         | \$64.90     |
| Subtotal for Department 4220 : |                                             |                                  |                 | \$20,406.02 |

## Department: 4240 - BUILDING INSPECTION SVC

|                |                              |                             |           |          |
|----------------|------------------------------|-----------------------------|-----------|----------|
| 100-4240-44032 | SEPTEMBER FLEET CARD CHARGES | STONE CREEK DEVELOPMENT LLC | 2025-994  | \$12.00  |
| 100-4240-44064 | MOWING-410 GRIFFITH          | DANNYS LANDSCAPING          | 25-DF-036 | \$100.00 |
| 100-4240-44064 | MOWING-110 S LINCOLN         | DANNYS LANDSCAPING          | 25-DF-038 | \$100.00 |
| 100-4240-44064 | MOWING-208 W CURTIS          | DANNYS LANDSCAPING          | 25-DF-040 | \$100.00 |
| 100-4240-44064 | MOWING-26 S GRANT            | DANNYS LANDSCAPING          | 25-DF-042 | \$100.00 |
| 100-4240-44064 | MOWING-121 W CURTIS          | DANNYS LANDSCAPING          | 25-DF-043 | \$100.00 |

Operator: daisy.torres

11/4/2025 4:42:58 PM

Page 8 of 31

Report ID: APLT33D

## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger         | Description               | Vendor Name           | Invoice   | Amount   |
|----------------|---------------------------|-----------------------|-----------|----------|
| 100-4240-44064 | MOWING-233 COOLIDGE       | DANNYS LANDSCAPING    | 25-DF-044 | \$100.00 |
| 100-4240-44064 | MOWING-223 S PENNSYLVANIA | DANNYS LANDSCAPING    | 25-DF-045 | \$100.00 |
| 100-4240-44064 | MOWING-306 S CAIN         | DANNYS LANDSCAPING    | 25-DF-048 | \$100.00 |
| 100-4240-44064 | MOWING-637 VIRGINIA       | DANNYS LANDSCAPING    | 25-DF-051 | \$100.00 |
| 100-4240-44064 | MOWING-1231 JERRY         | DANNYS LANDSCAPING    | 25-DF-052 | \$100.00 |
| 100-4240-44064 | MOWING-301 W 10TH         | DANNYS LANDSCAPING    | 25-JC-098 | \$100.00 |
| 100-4240-44064 | MOWING-409 N PERSHING     | DANNYS LANDSCAPING    | 25-JC-099 | \$100.00 |
| 100-4240-44064 | MOWING-14 W 5TH           | DANNYS LANDSCAPING    | 25-JK-200 | \$100.00 |
| 100-4240-44064 | MOWING-00000 GRIFFITH     | EISENHAUER, STEPHEN E | 25-DF-049 | \$180.00 |
| 100-4240-44064 | MOWING-00000 E 2ND        | EISENHAUER, STEPHEN E | 25-DF-050 | \$140.00 |
| 100-4240-44064 | MOWING-250 E TUCKER       | EISENHAUER, STEPHEN E | 25-JK-197 | \$380.00 |
| 100-4240-44064 | MOWING-CORONADO LOT       | EISENHAUER, STEPHEN E | 25-JK-204 | \$200.00 |
| 100-4240-44064 | MOW/16 W 10TH             | ELC SERVICES          | 25-JC-101 | \$100.00 |
| 100-4240-44064 | MOW/211 S NEW YORK        | ELC SERVICES          | 25-JC-102 | \$100.00 |
| 100-4240-44064 | MOW/VIRGINIA & PARK       | ELC SERVICES          | 25-JC-103 | \$100.00 |
| 100-4240-44064 | MOW/618 WARREN            | ELC SERVICES          | 25-JC-104 | \$100.00 |
| 100-4240-44064 | MOW/502 E PANCAKE         | ELC SERVICES          | 25-JC-105 | \$100.00 |
| 100-4240-44064 | MOW/445 E PANCAKE         | ELC SERVICES          | 25-JC-106 | \$120.00 |
| 100-4240-44064 | MOW/ZEIGLER DRAIN         | ELC SERVICES          | 25-JC-107 | \$100.00 |
| 100-4240-44064 | MOW/911 W 5TH ST          | ELC SERVICES          | 25-JC-108 | \$100.00 |
| 100-4240-44064 | MOW/GRIFFITH ROW          | M BUILDERS LLC        | 25-DF-041 | \$260.00 |
| 100-4240-44064 | MOW/710 E 7TH ST          | M BUILDERS LLC        | 25-JK-196 | \$260.00 |
| 100-4240-44064 | MOW/BARCELONA             | M BUILDERS LLC        | 25-JK-206 | \$100.00 |
| 100-4240-44064 | MOW/621 N JORDAN          | OUT ON A LIMB         | 25-JC-081 | \$100.00 |
| 100-4240-44064 | MOW/815 N PERSHING        | OUT ON A LIMB         | 25-JC-082 | \$100.00 |

Operator: daisy.torres

11/4/2025 4:42:58 PM

Page 9 of 31

Report ID: APLT33D

## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger                         | Description                  | Vendor Name                       | Invoice    | Amount     |
|--------------------------------|------------------------------|-----------------------------------|------------|------------|
| 100-4240-45030                 | CELLULAR/TABLET SERVICE      | VERIZON WIRELESS                  | 6126620034 | \$456.17   |
| 100-4240-46028                 | GOOGLE BUSINESS WORKSPACE    | DASTON CORPORATION, THE           | INV-7999   | \$144.00   |
| 100-4240-46041                 | LEGLAS: NOH ZONING ORDINANCE | HIGH PLAINS DAILY LEADER AND TIME | 122953     | \$44.55    |
| 100-4240-46090                 | MARKING PAINT                | WESTLAKE HARDWARE INC             | 7720219    | \$29.97    |
| Subtotal for Department 4240 : |                              |                                   |            | \$4,526.69 |

## Department: 4250 - COMMUNICATIONS

|                                |                                 |                                |                  |            |
|--------------------------------|---------------------------------|--------------------------------|------------------|------------|
| 202-4250-44043                 | COPY MACHINE LEASES             | SOS LEASING                    | DECEMBER 2025    | \$184.33   |
| 202-4250-44043                 | SEPTEMBER COPY CHARGES          | SOUTHERN OFFICE SUPPLY INC     | 1761             | \$743.01   |
| 202-4250-45030                 | COMMUNICATIONS MONTHLY BILLING  | AT&T                           | 0742047047-10252 | \$421.80   |
| 202-4250-45030                 | COMMUNICATIONS MONTHLY BILLING  | AT&T                           | 0742048048-10252 | \$480.22   |
| 202-4250-46010                 | COPY PAPER                      | SOUTHERN OFFICE SUPPLY INC     | 2598             | \$92.00    |
| 202-4250-46022                 | ELECTRIC BILLING/COMMUNICATIONS | CMS ELECTRIC COOP INC          | 860000/NOV 2025  | \$595.98   |
| 202-4250-46028                 | GOOGLE BUSINESS WORKSPACE       | DASTON CORPORATION, THE        | INV-7999         | \$201.60   |
| 202-4250-48090                 | 5 GALLON WATER                  | SCHEOPNER'S WATER CONDITIONING | 141624           | \$7.75     |
| Subtotal for Department 4250 : |                                 |                                |                  | \$2,726.69 |

## Department: 4290 - TRAFFIC CONTROL MAINT DIV

|                |                          |                              |                 |            |
|----------------|--------------------------|------------------------------|-----------------|------------|
| 100-4290-44030 | SPARK PLUG               | WESTLAKE HARDWARE INC        | 7719885         | \$9.99     |
| 100-4290-44031 | FITTINGS                 | WESTLAKE HARDWARE INC        | 7719974         | \$1.80     |
| 100-4290-45030 | CELLULAR/TABLET SERVICE  | VERIZON WIRELESS             | 6126620034      | \$84.34    |
| 100-4290-46022 | ELECTRIC SERVICE BILLING | SOUTHERN PIONEER ELECTRIC CO | NOVEMBER #1 202 | \$1,314.21 |
| 100-4290-46070 | AIR FILTER               | HAVOC SUPPLY                 | 19067           | \$119.88   |
| 100-4290-46070 | SWIVEL SAFETY HASP       | WESTLAKE HARDWARE INC        | 7720180         | \$18.99    |
| 100-4290-46071 | FITTINGS                 | WESTLAKE HARDWARE INC        | 7720025         | \$3.00     |
| 100-4290-46071 | FITTINGS                 | WESTLAKE HARDWARE INC        | 7720205         | \$0.42     |

Operator: daisy.torres

11/4/2025 4:42:58 PM

Page 10 of 31

Report ID: APLT33D

## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger                         | Description | Vendor Name                   | Invoice    | Amount     |
|--------------------------------|-------------|-------------------------------|------------|------------|
| 100-4290-46072                 | PROPANE     | RASH OIL COMPANY              | 058923     | \$56.40    |
| 100-4290-46072                 | GLASS BEADS | SWARCO REFLEX LLC             | 900355240  | \$1,461.00 |
| 100-4290-46088                 | PLIERS      | STANION WHOLESALE ELECTRIC CO | 5986004-00 | \$56.00    |
| 100-4290-46088                 | SAW BLADES  | WESTLAKE HARDWARE INC         | 7720163    | \$39.98    |
| Subtotal for Department 4290 : |             |                               |            | \$3,166.01 |

## Department: 4300 - STREET/HIGHWAY

|                                |                           |                               |            |          |
|--------------------------------|---------------------------|-------------------------------|------------|----------|
| 100-4300-44031                 | STAINLESS STEEL NIPPLE    | HAVOC SUPPLY                  | 2-13091    | \$86.92  |
| 100-4300-44031                 | TOILET SEATS              | WESTLAKE HARDWARE INC         | 7720052    | \$55.98  |
| 100-4300-44031                 | EXCHANGE TOILET SEATS     | WESTLAKE HARDWARE INC         | 7720069    | \$24.00  |
| 100-4300-45030                 | CELLULAR/TABLET SERVICE   | VERIZON WIRELESS              | 6126620034 | \$84.34  |
| 100-4300-45060                 | UNIFORMS                  | BLUE CHIP ATHLETIC            | 207757     | \$351.63 |
| 100-4300-46021                 | GAS SERVICE BILLING       | CONSTELLATION NEWENERGY       | 4440532    | \$1.38   |
| 100-4300-46028                 | GOOGLE BUSINESS WORKSPACE | DASTON CORPORATION, THE       | INV-7999   | \$14.40  |
| 100-4300-46090                 | JANITORIAL SUPPLIES       | SERVICE JANITORIAL SUPPLY INC | 337310     | \$65.35  |
| Subtotal for Department 4300 : |                           |                               |            | \$684.00 |

## Department: 4320 - REFUSE

|                |                            |                         |            |            |
|----------------|----------------------------|-------------------------|------------|------------|
| 510-4320-44030 | UNIT #E220-TIRE SERVICE    | M & M TIRE SERVICE      | 167629     | \$161.25   |
| 510-4320-44032 | UNIT #E220-AXLE HUB STUDS  | CATLETT AUTOMOTIVE INC  | 734981     | \$11.46    |
| 510-4320-44032 | UNIT #59-AIR HOSE ASSEMBLY | KOST TRUCK SUPPLY INC   | 384299     | \$15.82    |
| 510-4320-44032 | UNIT #94-DRUM 16.50 X 7.0  | KOST TRUCK SUPPLY INC   | 384367     | \$306.00   |
| 510-4320-44032 | FLAT REPAIR/UNIT #93       | M & M TIRE SERVICE      | 167369     | \$51.00    |
| 510-4320-45030 | CELLULAR/TABLET SERVICE    | VERIZON WIRELESS        | 6126620034 | \$126.51   |
| 510-4320-45060 | UNIFORMS                   | BLUE CHIP ATHLETIC      | 207622     | \$161.30   |
| 510-4320-46013 | CYCLE 1 OCTOBER BILLS      | UTILITY PETTY CASH FUND | CV 91231   | \$1,150.99 |

Operator: daisy.torres

11/4/2025 4:42:58 PM

Page 11 of 31

Report ID: APLT33D



## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger                         | Description               | Vendor Name                  | Invoice         | Amount     |
|--------------------------------|---------------------------|------------------------------|-----------------|------------|
| 510-4320-46013                 | CYCLE 2 OCTOBER BILLS     | UTILITY PETTY CASH FUND      | CV 91232        | \$1,071.44 |
| 510-4320-46021                 | GAS SERVICE BILLING       | CONSTELLATION NEWENERGY      | 4440532         | \$6.20     |
| 510-4320-46022                 | ELECTRIC SERVICE BILLING  | SOUTHERN PIONEER ELECTRIC CO | NOVEMBER #1 202 | \$339.12   |
| 510-4320-46028                 | GOOGLE BUSINESS WORKSPACE | DASTON CORPORATION, THE      | INV-7999        | \$14.40    |
| 510-4320-46087                 | REIMBURSE WORK JEANS      | LUJAN, GENARO                | 10/05/25        | \$191.03   |
| 510-4320-46087                 | REIMBURSE WORK BOOTS      | MARTINEZ, BRUNO              | 09/27/25        | \$161.67   |
| Subtotal for Department 4320 : |                           |                              |                 | \$3,768.19 |

## Department: 4330 - FLEET MAINTENANCE

|                                |                                 |                                 |                 |            |
|--------------------------------|---------------------------------|---------------------------------|-----------------|------------|
| 100-4330-44030                 | LEASE RENEWAL FOR CUTTING TORCH | AIRGAS MID SOUTH INC            | 5519891146      | \$199.50   |
| 100-4330-44030                 | DRAIN PANS                      | O'REILLY AUTOMOTIVE STORES INC  | 1453-447642     | \$32.42    |
| 100-4330-44030                 | SOLVENT                         | SAFETY-KLEEN CORP               | 98202933        | \$296.93   |
| 100-4330-46021                 | GAS SERVICE BILLING             | CONSTELLATION NEWENERGY         | 4440532         | \$0.69     |
| 100-4330-46022                 | ELECTRIC SERVICE BILLING        | SOUTHERN PIONEER ELECTRIC CO    | NOVEMBER #1 202 | \$395.61   |
| 100-4330-46089                 | STOCK ROOM SUPPLIES             | BUMPER TO BUMPER AUTO PARTS LIB | 525685          | \$56.70    |
| 100-4330-46089                 | TAPE                            | MEAD LUMBER DO IT CENTER        | 12712855        | \$57.97    |
| 100-4330-46089                 | COOLANT                         | TRUCK CENTER COMPANIES          | XA102062061:01  | \$47.94    |
| Subtotal for Department 4330 : |                                 |                                 |                 | \$1,087.76 |

## Department: 4350 - SEWER ADMINISTRATIVE

|                |                         |                            |               |          |
|----------------|-------------------------|----------------------------|---------------|----------|
| 520-4350-44030 | CORD REEL/TAPE          | WESTLAKE HARDWARE INC      | 7720112       | \$76.98  |
| 520-4350-44031 | WATER SOFTENER          | WESTLAKE HARDWARE INC      | 7720167       | \$94.90  |
| 520-4350-44043 | COPY MACHINE LEASES     | SOS LEASING                | DECEMBER 2025 | \$258.08 |
| 520-4350-44043 | SEPTEMBER COPY CHARGES  | SOUTHERN OFFICE SUPPLY INC | 1763          | \$283.64 |
| 520-4350-45030 | COMMUNICATIONS/PHONE    | AT&T                       | OCTOBER 2025  | \$67.16  |
| 520-4350-45030 | CELLULAR/TABLET SERVICE | VERIZON WIRELESS           | 6126620034    | \$264.41 |

Operator: daisy.torres

11/4/2025 4:42:58 PM

Page 12 of 31

Report ID: APLT33D

## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger         | Description               | Vendor Name                           | Invoice     | Amount     |
|----------------|---------------------------|---------------------------------------|-------------|------------|
| 520-4350-46010 | BUSINESS CARDS            | SOUTHERN OFFICE SUPPLY INC            | 2987        | \$35.00    |
| 520-4350-46011 | DISINFECTANT/CLOROX       | SERVICE JANITORIAL SUPPLY INC         | 337211      | \$109.95   |
| 520-4350-46013 | CYCLE 1 OCTOBER BILLS     | UTILITY PETTY CASH FUND               | CV 91231    | \$1,150.99 |
| 520-4350-46013 | CYCLE 2 OCTOBER BILLS     | UTILITY PETTY CASH FUND               | CV 91232    | \$1,071.44 |
| 520-4350-46016 | ANALYTICAL CHARGES        | MERIDIAN ANALYTICAL LABS, LLC         | W5003501    | \$776.25   |
| 520-4350-46016 | ANALYTICAL CHARGES        | MERIDIAN ANALYTICAL LABS, LLC         | W5003630    | \$776.25   |
| 520-4350-46016 | ANALYTICAL CHARGES        | MERIDIAN ANALYTICAL LABS, LLC         | W5003932    | \$776.25   |
| 520-4350-46016 | ANALYTICAL CHARGES        | MERIDIAN ANALYTICAL LABS, LLC         | W5004046    | \$849.25   |
| 520-4350-46016 | ANALYTICAL CHARGES        | PACE ANALYTICAL SERVICES INC          | 2560235339  | \$490.70   |
| 520-4350-46016 | ANALYTICAL CHARGES        | PACE ANALYTICAL SERVICES INC          | 2560235698  | \$490.70   |
| 520-4350-46016 | (6) 5 GALLON WATER        | SCHEOPNER'S WATER CONDITIONING<br>LLC | 141413      | \$46.50    |
| 520-4350-46016 | LATEX GLOVES              | USA BLUEBOOK                          | INV00770421 | \$160.50   |
| 520-4350-46016 | SENSOR CAP                | USA BLUEBOOK                          | INV00858512 | \$237.02   |
| 520-4350-46021 | GAS SERVICE BILLING       | CONSTELLATION NEWENERGY               | 4440532     | \$9.56     |
| 520-4350-46028 | GOOGLE BUSINESS WORKSPACE | DASTON CORPORATION, THE               | INV-7999    | \$72.00    |

**Subtotal for Department 4350 : \$8,097.53**

## Department: 4351 - SEWER LINE CLEANING

|                |                              |                            |              |            |
|----------------|------------------------------|----------------------------|--------------|------------|
| 520-4351-44030 | REPAIRS & SERVICE FOR CAMERA | KEY EQUIPMENT & SUPPLY CO  | KC219295     | \$3,238.92 |
| 520-4351-44030 | LUG/SCREWDRIVER SET          | RESENHOUSE ELECTRIC SUPPLY | 4166-1010756 | \$64.87    |
| 520-4351-44032 | U-BOLT/UNIT #96              | CATLETT AUTOMOTIVE INC     | 732312.1     | \$14.98    |
| 520-4351-44032 | VACUUM TUBING/UNIT #96       | CATLETT AUTOMOTIVE INC     | 732430.1     | \$14.76    |
| 520-4351-44032 | U-BOLT/UNIT #96              | CATLETT AUTOMOTIVE INC     | 732548.1     | \$3.49     |
| 520-4351-44038 | SENSOR                       | FOLEY EQUIPMENT COMPANY    | PS050078380  | \$213.27   |
| 520-4351-45030 | MONTHLY PHONE CHARGES        | AT&T                       | OCT 2025     | \$775.91   |

## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger                         | Description              | Vendor Name                  | Invoice         | Amount     |
|--------------------------------|--------------------------|------------------------------|-----------------|------------|
| 520-4351-45030                 | CELLULAR/TABLET SERVICE  | VERIZON WIRELESS             | 6126620034      | \$42.17    |
| 520-4351-46022                 | ELECTRIC SERVICE BILLING | SOUTHERN PIONEER ELECTRIC CO | NOVEMBER #1 202 | \$570.51   |
| Subtotal for Department 4351 : |                          |                              |                 | \$4,938.88 |

## Department: 4352 - SEWER PLANT OPERATION

|                                |                                        |                                 |                 |            |
|--------------------------------|----------------------------------------|---------------------------------|-----------------|------------|
| 520-4352-44030                 | CABLE TIES/BATTERY CABLE TERMINAL      | CATLETT AUTOMOTIVE INC          | 732923.1        | \$56.95    |
| 520-4352-44030                 | SHOP SUPPLIES                          | CENTRAL POWER SYSTEMS & SERVIC  | R103005292:01.2 | \$112.95   |
| 520-4352-44030                 | SHOP SUPPLIES                          | CENTRAL POWER SYSTEMS & SERVIC  | R103005293:01.2 | \$112.50   |
| 520-4352-44030                 | SHOP SUPPLIES                          | CENTRAL POWER SYSTEMS & SERVIC  | R103005294:01.2 | \$77.63    |
| 520-4352-44030                 | SHOP SUPPLIES                          | CENTRAL POWER SYSTEMS & SERVIC  | R103005295:01.2 | \$63.95    |
| 520-4352-44030                 | SQ PLUG SOLID                          | FASTENAL COMPANY                | KSLIB110536     | \$1.12     |
| 520-4352-44030                 | SPRINKLER REPAIR PARTS                 | HAVOC SUPPLY                    | 4-13028         | \$34.15    |
| 520-4352-44030                 | SERVICE-NOISE IN DECK (BLADES HITTING) | KEATING TRACTOR & EQUIPMENT INC | 393026          | \$186.59   |
| 520-4352-44030                 | SERVICE-KICKS OFF DECK BELT            | KEATING TRACTOR & EQUIPMENT INC | 394258          | \$80.50    |
| 520-4352-44030                 | HIGH TRACTION - Y                      | PIONEER RESEARCH                | 267260          | \$1,577.70 |
| 520-4352-44030                 | WWTP 2025 FLOWMETER CALIBRATIONS       | R.E.PEDROTTI CO., INC.          | 18219           | \$1,011.60 |
| 520-4352-44030                 | INSTALL CHOKE & LINK                   | SMALL ENGINE SPECIALIST         | 10001754        | \$80.93    |
| 520-4352-44030                 | HOSE NOZZLES                           | WESTLAKE HARDWARE INC           | 7720176         | \$89.93    |
| 520-4352-44031                 | ELITE SCREWS                           | FASTENAL COMPANY                | KSLIB110543     | \$276.66   |
| 520-4352-46011                 | TISSUE PAPER/DISHWASHING LIQUID        | SERVICE JANITORIAL SUPPLY INC   | 337399          | \$227.25   |
| 520-4352-46021                 | GAS SERVICE BILLING                    | CONSTELLATION NEWENERGY         | 4440532         | \$72.43    |
| 520-4352-46022                 | ELECTRIC SERVICE BILLING               | SOUTHERN PIONEER ELECTRIC CO    | NOVEMBER #1 202 | \$2,397.93 |
| Subtotal for Department 4352 : |                                        |                                 |                 | \$6,460.77 |

## Department: 4370 - STREET LIGHTING

|                |              |                               |            |          |
|----------------|--------------|-------------------------------|------------|----------|
| 100-4370-44030 | PHOTOCONTROL | STANION WHOLESALE ELECTRIC CO | 5981785-00 | \$192.54 |
|----------------|--------------|-------------------------------|------------|----------|

Operator: daisy.torres

11/4/2025 4:42:58 PM

Page 14 of 31

Report ID: APLT33D

## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger                                       | Description                                                  | Vendor Name                     | Invoice         | Amount      |
|----------------------------------------------|--------------------------------------------------------------|---------------------------------|-----------------|-------------|
| 100-4370-44030                               | ANGLE POWER PLUG                                             | STANION WHOLESALE ELECTRIC CO   | 5997335-00      | \$24.28     |
| 100-4370-46022                               | ELECTRIC SERVICE BILLING                                     | SOUTHERN PIONEER ELECTRIC CO    | NOVEMBER #1 202 | \$28,104.67 |
| Subtotal for Department 4370 :               |                                                              |                                 |                 | \$28,321.49 |
| Department: 4500 - RECREATION ADMINISTRATION |                                                              |                                 |                 |             |
| 100-4500-44030                               | SERVICE CHARGE                                               | CATLETT AUTOMOTIVE INC          | SVC 082925.1    | \$1.19      |
| 100-4500-44030                               | FUSE HOLDER                                                  | O'REILLY AUTOMOTIVE STORES INC  | 1453-447135     | \$4.99      |
| 100-4500-44031                               | PAINT                                                        | SHERWIN WILLIAMS                | 8944-3          | \$53.48     |
| 100-4500-44032                               | MINI BULBS                                                   | CATLETT AUTOMOTIVE INC          | 734966          | \$8.99      |
| 100-4500-44032                               | SERVICE CHARGE                                               | CATLETT AUTOMOTIVE INC          | SVC 082925.1    | \$1.66      |
| 100-4500-44043                               | COPY MACHINE LEASES                                          | SOS LEASING                     | DECEMBER 2025   | \$205.96    |
| 100-4500-45030                               | CELLULAR/TABLET SERVICE                                      | VERIZON WIRELESS                | 6126620034      | \$126.51    |
| 100-4500-45040                               | BUSINESS CARDS                                               | SOUTHERN OFFICE SUPPLY INC      | 3064            | \$70.00     |
| 100-4500-46010                               | OFFICE SUPPLIES                                              | WALMART COMMUNITY BRC           | OCTOBER 2025    | \$31.54     |
| 100-4500-46010                               | OFFICE SUPPLIES                                              | WALMART COMMUNITY BRC           | OCTOBER 2025    | \$13.16     |
| 100-4500-46011                               | TRASH BAGS                                                   | SERVICE JANITORIAL SUPPLY INC   | 337337          | \$40.10     |
| 100-4500-46011                               | TRASH BAGS                                                   | SERVICE JANITORIAL SUPPLY INC   | 337376          | \$213.40    |
| 100-4500-46022                               | ELECTRIC SERVICE BILLING                                     | SOUTHERN PIONEER ELECTRIC CO    | NOVEMBER #1 202 | \$3,647.49  |
| 100-4500-46028                               | GOOGLE BUSINESS WORKSPACE                                    | DASTON CORPORATION, THE         | INV-7999        | \$158.40    |
| 100-4500-46087                               | REIMBURSE WORK BOOTS                                         | MARTINEZ, TRAVIS                | 10/18/25        | \$156.65    |
| 100-4500-46090                               | BOTTLED WATER                                                | WALMART COMMUNITY BRC           | OCTOBER 2025    | \$16.41     |
| 100-4500-48090                               | AIR FRESHENERS                                               | WALMART COMMUNITY BRC           | OCTOBER 2025    | \$41.28     |
| 209-4500-47090-004                           | STORAGE SHELVES/4 SHELF CABINET/AUTO HEAT PRESS/TEFLON SHEET | AMAZON CAPITAL SERVICES         | 1X3V-9X3P-1XY9  | \$891.48    |
| 209-4500-47090-004                           | EMBROIDERY MACHINE/DIGITIZING SOFTWARE                       | RICOMA INTERNATIONAL CORPORATIO | INV106499       | \$7,845.00  |
| Subtotal for Department 4500 :               |                                                              |                                 |                 | \$13,527.69 |

Operator: daisy.torres

11/4/2025 4:42:58 PM

Page 15 of 31

Report ID: APLT33D

## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger                                | Description             | Vendor Name             | Invoice        | Amount            |
|---------------------------------------|-------------------------|-------------------------|----------------|-------------------|
| <b>Department: 4520 - RECREATION</b>  |                         |                         |                |                   |
| 100-4520-30921                        | HALLOWEEN CANDY         | AMAZON CAPITAL SERVICES | 1WXN-MCT9-1VRY | \$233.17          |
| 100-4520-46219                        | CELLULAR/TABLET SERVICE | VERIZON WIRELESS        | 6126620034     | \$42.17           |
| 100-4520-46219                        | TAPE                    | WALMART COMMUNITY BRC   | OCTOBER 2025   | \$15.92           |
| 100-4520-46242                        | CANDY                   | AMAZON CAPITAL SERVICES | 1GJV-KPCG-336X | \$177.80          |
| 100-4520-46242                        | LIGHT TOWER RENTALS     | UNITED RENTALS INC      | 254780227-001  | \$433.04          |
| 100-4520-46242                        | SUPPLIES/TRUNK OR TREAT | WALMART COMMUNITY BRC   | OCTOBER 2025   | \$307.74          |
| 100-4520-46242                        | SUPPLIES/TRUNK OR TREAT | WALMART COMMUNITY BRC   | OCTOBER 2025   | \$474.33          |
| 100-4520-46242                        | SUPPLIES                | WALMART COMMUNITY BRC   | OCTOBER 2025   | \$344.90          |
| 100-4520-46242                        | SUPPLIES/TRUNK OR TREAT | WALMART COMMUNITY BRC   | OCTOBER 2025   | \$565.28          |
| <b>Subtotal for Department 4520 :</b> |                         |                         |                | <b>\$2,594.35</b> |

**Department: 4550 - GOLF COURSE**

|                |                                   |                             |               |            |
|----------------|-----------------------------------|-----------------------------|---------------|------------|
| 100-4550-42501 | REIMBURSEMENT-GRIP TAPE & SOLVENT | PETTY CASH                  | 6542          | \$157.88   |
| 100-4550-42502 | CONCESSIONS/PRO-SHOP              | WILLOW TREE GOLF PETTY CASH | 508143        | \$311.45   |
| 100-4550-42502 | CONCESSIONS/PRO-SHOP              | WILLOW TREE GOLF PETTY CASH | W-1527532     | \$298.95   |
| 100-4550-42503 | PRE-SOLD WEDGES                   | PING INC                    | 2025100077839 | \$250.92   |
| 100-4550-42503 | PRE-SOLD DRIVER                   | PING INC                    | 2025100079750 | \$312.14   |
| 100-4550-42503 | PRE-SOLD WOOD                     | PING INC                    | 2025100083104 | \$260.91   |
| 100-4550-44025 | STEERING/FOOT REST                | MASEK GOLF CAR COMPANY      | 25-05269      | \$1,867.77 |
| 100-4550-44030 | MOTOR/FILTERS                     | CATLETT AUTOMOTIVE INC      | 731329.1      | \$55.92    |
| 100-4550-44030 | FUEL TREATMENT/AIR HOSE           | CATLETT AUTOMOTIVE INC      | 731458.1      | \$44.40    |
| 100-4550-44030 | FITTING                           | WESTLAKE HARDWARE INC       | 7719919       | \$8.39     |
| 100-4550-44031 | PEST CONTROL                      | RINE EXTERMINATING INC      | 95962377      | \$285.00   |
| 100-4550-44031 | PADLOCK                           | WESTLAKE HARDWARE INC       | 7719887       | \$17.99    |

## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger                                | Description               | Vendor Name                  | Invoice         | Amount            |
|---------------------------------------|---------------------------|------------------------------|-----------------|-------------------|
| 100-4550-45085                        | CART RENTAL               | HI PLAINS FARM EQUIPMENT     | 308960          | \$675.00          |
| 100-4550-46011                        | DISH SOAP                 | WESTLAKE HARDWARE INC        | 7719919         | \$13.77           |
| 100-4550-46022                        | ELECTRIC SERVICE BILLING  | SOUTHERN PIONEER ELECTRIC CO | NOVEMBER #1 202 | \$733.83          |
| 100-4550-46026                        | FUEL TREATMENT            | CATLETT AUTOMOTIVE INC       | 732393.1        | \$13.23           |
| 100-4550-46028                        | GOOGLE BUSINESS WORKSPACE | DASTON CORPORATION, THE      | INV-7999        | \$43.20           |
| 100-4550-48090                        | CMB LICENSE RENEWALS      | KANSAS DEPARTMENT OF REVENUE | 11/04/25        | \$50.00           |
| <b>Subtotal for Department 4550 :</b> |                           |                              |                 | <b>\$5,400.75</b> |

## Department: 4560 - PARKS

|                                       |                           |                         |            |                 |
|---------------------------------------|---------------------------|-------------------------|------------|-----------------|
| 100-4560-45030                        | CELLULAR/TABLET SERVICE   | VERIZON WIRELESS        | 6126620034 | \$42.17         |
| 100-4560-45060                        | UNIFORMS                  | BLUE CHIP ATHLETIC      | 207622     | \$161.30        |
| 100-4560-46021                        | GAS SERVICE BILLING       | CONSTELLATION NEWENERGY | 4440532    | \$5.86          |
| 100-4560-46028                        | GOOGLE BUSINESS WORKSPACE | DASTON CORPORATION, THE | INV-7999   | \$43.20         |
| 100-4560-46087                        | REIMBURSE WORK JEANS      | YOUNG, BRUCE            | 10/20/25   | \$200.00        |
| <b>Subtotal for Department 4560 :</b> |                           |                         |            | <b>\$452.53</b> |

## Department: 4570 - PARKS

|                                       |                          |                              |                 |                 |
|---------------------------------------|--------------------------|------------------------------|-----------------|-----------------|
| 100-4570-46022                        | ELECTRIC SERVICE BILLING | SOUTHERN PIONEER ELECTRIC CO | NOVEMBER #1 202 | \$878.03        |
| <b>Subtotal for Department 4570 :</b> |                          |                              |                 | <b>\$878.03</b> |

## Department: 4580 - ARKALON RECREATIONAL AREA

|                |                           |                              |                  |          |
|----------------|---------------------------|------------------------------|------------------|----------|
| 100-4580-44024 | WATER HOSE/PRUNERS        | WESTLAKE HARDWARE INC        | 7720173          | \$79.98  |
| 100-4580-44030 | FITTINGS                  | WESTLAKE HARDWARE INC        | 7719926          | \$23.96  |
| 100-4580-45030 | CELLULAR/ARKALON          | AT&T MOBILITY                | 287359173166X110 | \$68.75  |
| 100-4580-45030 | CELLULAR/TABLET SERVICE   | VERIZON WIRELESS             | 6126620034       | \$42.17  |
| 100-4580-46022 | ELECTRIC SERVICE BILLING  | SOUTHERN PIONEER ELECTRIC CO | NOVEMBER #1 202  | \$717.90 |
| 100-4580-48090 | GOOGLE BUSINESS WORKSPACE | DASTON CORPORATION, THE      | INV-7999         | \$14.40  |

Operator: daisy.torres

11/4/2025 4:42:58 PM

Page 17 of 31

Report ID: APLT33D

## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger                                     | Description                | Vendor Name                  | Invoice         | Amount       |
|--------------------------------------------|----------------------------|------------------------------|-----------------|--------------|
| Subtotal for Department 4580 :             |                            |                              |                 | \$947.16     |
| Department: 4590 - LIBRARY                 |                            |                              |                 |              |
| 205-4590-48040                             | OCTOBER 2025 APPROPRIATION | LIBRARY BOARD (TREASURER)    | 11/03/2025      | \$28,923.26  |
| Subtotal for Department 4590 :             |                            |                              |                 | \$28,923.26  |
| Department: 4611 - DEPOT BUILDING FACILITY |                            |                              |                 |              |
| 100-4611-46022                             | ELECTRIC SERVICE BILLING   | SOUTHERN PIONEER ELECTRIC CO | NOVEMBER #1 202 | \$516.88     |
| Subtotal for Department 4611 :             |                            |                              |                 | \$516.88     |
| Department: 4612 - GRIER HOUSE             |                            |                              |                 |              |
| 100-4612-44031                             | CAULK GUN                  | WESTLAKE HARDWARE INC        | 7719985         | \$12.99      |
| 100-4612-45030                             | MONTHLY PHONE CHARGES      | AT&T                         | OCT 2025        | \$192.88     |
| 100-4612-46022                             | ELECTRIC SERVICE BILLING   | SOUTHERN PIONEER ELECTRIC CO | NOVEMBER #1 202 | \$1,243.83   |
| 100-4612-46090                             | SAND DISC/PUTTY KNIFE      | WESTLAKE HARDWARE INC        | 7719982         | \$13.58      |
| 100-4612-46090                             | KEYS                       | WESTLAKE HARDWARE INC        | 7720082         | \$11.97      |
| Subtotal for Department 4612 :             |                            |                              |                 | \$1,475.25   |
| Department: 4700 - GENERAL                 |                            |                              |                 |              |
| 401-4700-48030-000                         | PRINCIPAL/GO-18A           | KANSAS STATE TREASURER       | R1251201131700  | \$46,601.61  |
| 401-4700-48030-000                         | PRINCIPAL/GO-18B           | KANSAS STATE TREASURER       | R1251201131700  | \$43,398.39  |
| 401-4700-48030-000                         | PRINCIPAL/GO20A            | KANSAS STATE TREASURER       | R1251201131699  | \$110,838.00 |
| 401-4700-48030-000                         | PRINCIPAL/GO20-B           | KANSAS STATE TREASURER       | R1251201131699  | \$34,162.00  |
| 401-4700-48031-000                         | INTEREST/GO-18A            | KANSAS STATE TREASURER       | R1251201131700  | \$7,614.19   |
| 401-4700-48031-000                         | INTEREST/GO-18B            | KANSAS STATE TREASURER       | R1251201131700  | \$7,090.81   |
| 401-4700-48031-000                         | INTEREST/GO-20A            | KANSAS STATE TREASURER       | R1251201131699  | \$1,777.23   |
| 401-4700-48031-000                         | INTEREST/GO-20B            | KANSAS STATE TREASURER       | R1251201131699  | \$547.77     |

## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger                                 | Description                     | Vendor Name                  | Invoice         | Amount       |
|----------------------------------------|---------------------------------|------------------------------|-----------------|--------------|
| Subtotal for Department 4700 :         |                                 |                              |                 | \$252,030.00 |
| Department: 4920 - CEMETERY            |                                 |                              |                 |              |
| 100-4920-45030                         | CELLULAR/TABLET SERVICE         | VERIZON WIRELESS             | 6126620034      | \$42.17      |
| 100-4920-46022                         | ELECTRIC SERVICE BILLING        | SOUTHERN PIONEER ELECTRIC CO | NOVEMBER #1 202 | \$72.33      |
| 100-4920-48090                         | CEMETERY DEEDS                  | PETTY CASH                   | 6544            | \$84.00      |
| Subtotal for Department 4920 :         |                                 |                              |                 | \$198.50     |
| Department: 4930 - UTILITY BILLING     |                                 |                              |                 |              |
| 100-4930-46010                         | BLACK TONER CARTRIDGE           | AMAZON CAPITAL SERVICES      | 1PY4-LWPY-376J  | \$65.99      |
| 100-4930-46028                         | GOOGLE BUSINESS WORKSPACE       | DASTON CORPORATION, THE      | INV-7999        | \$57.60      |
| Subtotal for Department 4930 :         |                                 |                              |                 | \$123.59     |
| Department: 4940 - WATER UTILITY ADMIN |                                 |                              |                 |              |
| 530-4940-44030                         | FREIGHT                         | RED BUD SUPPLY INC           | 189251.1        | \$13.89      |
| 530-4940-44031                         | UPGRADE ELECTRICAL PANEL/WIRING | T & T ELECTRICAL             | 1280            | \$1,805.57   |
| 530-4940-44043                         | COPY MACHINE LEASES             | SOS LEASING                  | DECEMBER 2025   | \$146.69     |
| 530-4940-44043                         | SEPTEMBER COPY CHARGES          | SOUTHERN OFFICE SUPPLY INC   | 1763            | \$42.54      |
| 530-4940-45080                         | REIMBURSE TRAVEL EXPENSES       | AGUILAR, JESUS               | 10/23/25        | \$21.53      |
| 530-4940-45080                         | REIMBURSE TRAVEL EXPENSES       | ARROYO, DAVID                | 10/23/25        | \$19.08      |
| 530-4940-45080                         | REIMBURSE TRAVEL EXPENSES       | GERHARDT, TROY               | 10/23/25        | \$20.17      |
| 530-4940-45080                         | REIMBURSE TRAVEL EXPENSES       | GOMEZ, FREDERIK              | 10/23/25        | \$19.08      |
| 530-4940-45080                         | REIMBURSE TRAVEL EXPENSES       | HERNANDEZ, TYLER             | 10/23/25        | \$20.97      |
| 530-4940-45080                         | REIMBURSE TRAVEL EXPENSES       | MURILLO, VICTOR              | 10/23/25        | \$18.13      |
| 530-4940-45080                         | REIMBURSE TRAVEL EXPENSES       | STEELE RICHARD               | 10/23/25        | \$21.53      |
| 530-4940-45080                         | REIMBURSE TRAVEL EXPENSES       | ZAVALA, DIEGO                | 10/23/25        | \$20.97      |
| 530-4940-46010                         | 4-TIER SHELVING UNIT            | WESTLAKE HARDWARE INC        | 7720206         | \$26.99      |

Operator: daisy.torres

11/4/2025 4:42:58 PM

Page 19 of 31

Report ID: APLT33D



## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger         | Description                | Vendor Name                  | Invoice         | Amount     |
|----------------|----------------------------|------------------------------|-----------------|------------|
| 530-4940-46013 | CYCLE 1 OCTOBER BILLS      | UTILITY PETTY CASH FUND      | CV 91231        | \$1,150.99 |
| 530-4940-46013 | CYCLE 2 OCTOBER BILLS      | UTILITY PETTY CASH FUND      | CV 91232        | \$1,071.44 |
| 530-4940-46022 | ELECTRIC SERVICE BILLING   | SOUTHERN PIONEER ELECTRIC CO | NOVEMBER #1 202 | \$528.57   |
| 530-4940-46028 | GOOGLE BUSINESS WORKSPACE  | DASTON CORPORATION, THE      | INV-7999        | \$158.40   |
| 530-4940-46087 | SAFETY REIMBURSEMENT-BOOTS | KREIDLER, JAMES              | 10/15/2025      | \$154.91   |

**Subtotal for Department 4940 : \$5,261.45**

## Department: 4941 - WATER UTILITY

|                |                           |                                 |                 |             |
|----------------|---------------------------|---------------------------------|-----------------|-------------|
| 530-4941-44024 | BATTERY                   | CATLETT AUTOMOTIVE INC          | 732321.1        | \$53.56     |
| 530-4941-44024 | OIL TURF GARD             | KEATING TRACTOR & EQUIPMENT INC | 394816          | \$15.98     |
| 530-4941-44026 | BATTERY                   | CATLETT AUTOMOTIVE INC          | 734594          | \$160.00    |
| 530-4941-44032 | SERVICE CHARGE            | CATLETT AUTOMOTIVE INC          | SVC 082925.1    | \$0.35      |
| 530-4941-45030 | CELLULAR/TABLET SERVICE   | VERIZON WIRELESS                | 6126620034      | \$204.69    |
| 530-4941-46013 | WATER SAMPLES             | UNITED PARCEL SERVICE           | 000066E179445   | \$270.47    |
| 530-4941-46021 | GAS SERVICE BILLING       | CONSTELLATION NEWENERGY         | 4440532         | \$6,415.34  |
| 530-4941-46022 | ELECTRIC BILLING/WELL #62 | CMS ELECTRIC COOP INC           | 12786/NOV 2025  | \$2,001.74  |
| 530-4941-46022 | ELECTRIC BILLING/WELL #61 | CMS ELECTRIC COOP INC           | 12786/NOV 2025  | \$385.69    |
| 530-4941-46022 | ELECTRIC BILLING/WELL #63 | CMS ELECTRIC COOP INC           | 12786/NOV 2025  | \$372.66    |
| 530-4941-46022 | ELECTRIC SERVICE BILLING  | SOUTHERN PIONEER ELECTRIC CO    | NOVEMBER #1 202 | \$56,350.88 |

**Subtotal for Department 4941 : \$66,231.36**

## Department: 4942 - WATER DISTRIBUTION

|                |                      |                        |              |            |
|----------------|----------------------|------------------------|--------------|------------|
| 530-4942-44029 | RMA 01114174         | CORE & MAIN LP         | X735841      | \$99.07    |
| 530-4942-44030 | BATTERY CHARGER      | CATLETT AUTOMOTIVE INC | 732321.1     | \$209.99   |
| 530-4942-44030 | FILE 12/23/25        | FASTENAL COMPANY       | KSLIB107515  | \$228.84   |
| 530-4942-44030 | HYDRAULIC POWER UNIT | SCHULTE SUPPLY INC     | S1234945.001 | \$8,926.00 |

Operator: daisy.torres

11/4/2025 4:42:59 PM

Page 20 of 31

Report ID: APLT33D

## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger                         | Description                     | Vendor Name                  | Invoice         | Amount      |
|--------------------------------|---------------------------------|------------------------------|-----------------|-------------|
| 530-4942-44036                 | SIERS SADDLE                    | CORE & MAIN LP               | X860672         | \$177.73    |
| 530-4942-44036                 | LEAD CORP ADAPTER               | CORE & MAIN LP               | X916222         | \$79.68     |
| 530-4942-44036                 | SPRING WASHER                   | CORE & MAIN LP               | X922525         | \$228.47    |
| 530-4942-44036                 | SMITH TAP                       | CORE & MAIN LP               | X974089         | \$175.56    |
| 530-4942-44036                 | RMA 01114174                    | CORE & MAIN LP               | X979860         | \$334.38    |
| 530-4942-44036                 | PARTS TO REPAIR LEAK ON MAIN    | HAVOC SUPPLY                 | 4-13126         | \$87.51     |
| 530-4942-44036                 | 33.21 TONS                      | J&R CONSTRUCTORS GROUP LLC   | 11737           | \$946.49    |
| 530-4942-45030                 | CELLULAR/TABLET SERVICE         | VERIZON WIRELESS             | 6126620034      | \$351.30    |
| 530-4942-46022                 | ELECTRIC SERVICE BILLING        | SOUTHERN PIONEER ELECTRIC CO | NOVEMBER #1 202 | \$43.66     |
| 530-4942-46630                 | SOLID CEMENT BLOCKS/WOOD PALLET | MEAD LUMBER DO IT CENTER     | 12768907        | \$529.40    |
| Subtotal for Department 4942 : |                                 |                              |                 | \$12,418.08 |

## Department: 4943 - WATER NON OPERATIONAL

|                                |                 |                      |                 |             |
|--------------------------------|-----------------|----------------------|-----------------|-------------|
| 530-4943-48017                 | WATER SALES TAX | RETAILERS' SALES TAX | 3RD QUARTER 202 | \$7,874.85  |
| 530-4943-48026                 | WATER SALES TAX | RETAILERS' SALES TAX | 3RD QUARTER 202 | \$7,382.67  |
| Subtotal for Department 4943 : |                 |                      |                 | \$15,257.52 |

## Department: 4950 - AIRPORT UTILITY

|                |                         |                            |            |          |
|----------------|-------------------------|----------------------------|------------|----------|
| 501-4950-44030 | THERMOSTAT/WATER OUTLET | CATLETT AUTOMOTIVE INC     | 732533.1   | \$42.98  |
| 501-4950-44030 | FITTINGS                | CATLETT AUTOMOTIVE INC     | 732553.1   | \$6.44   |
| 501-4950-44030 | FITTINGS                | CATLETT AUTOMOTIVE INC     | 733954.1   | \$47.88  |
| 501-4950-44030 | FITTINGS                | WESTLAKE HARDWARE INC      | 7720212    | \$12.49  |
| 501-4950-44031 | BLAST                   | PIONEER RESEARCH           | 267161     | \$272.79 |
| 501-4950-44031 | REPAIR GARAGE DOOR      | SPARKS ELECTRIC INC        | 4022       | \$95.00  |
| 501-4950-45030 | CELLULAR/TABLET SERVICE | VERIZON WIRELESS           | 6126620034 | \$88.16  |
| 501-4950-46010 | OFFICE SUPPLIES         | SOUTHERN OFFICE SUPPLY INC | 2526       | \$9.31   |

## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger                         | Description                     | Vendor Name                  | Invoice         | Amount     |
|--------------------------------|---------------------------------|------------------------------|-----------------|------------|
| 501-4950-46022                 | ELECTRIC SERVICE BILLING        | SOUTHERN PIONEER ELECTRIC CO | NOVEMBER #1 202 | \$2,491.43 |
| 501-4950-46026                 | FUEL                            | MADDEN OIL CO                | 4210/25099573   | \$1,683.26 |
| 501-4950-46026                 | FUEL                            | MADDEN OIL CO                | 4210/25099605   | \$2,565.29 |
| 501-4950-46028                 | GOOGLE BUSINESS WORKSPACE       | DASTON CORPORATION, THE      | INV-7999        | \$72.00    |
| 501-4950-46090                 | NITRILE GLOVES                  | CATLETT AUTOMOTIVE INC       | 733817.1        | \$40.62    |
| 501-4950-48090                 | APPRAISAL OF 6 BLOCK 2          | WINCHESTER ENTERPRISES       | 25102           | \$1,200.00 |
| 501-4950-48090                 | APPRAISAL OF PARCEL IN BLOCK 10 | WINCHESTER ENTERPRISES       | 25103           | \$1,200.00 |
| Subtotal for Department 4950 : |                                 |                              |                 | \$9,827.65 |

## Department: 4953 - AIR MUSEUM

|                |                               |                                   |                 |            |
|----------------|-------------------------------|-----------------------------------|-----------------|------------|
| 504-4953-44030 | KIDS PUSH CAR                 | AMAZON CAPITAL SERVICES           | 17DG-QWG6-3JTK  | \$170.95   |
| 504-4953-44035 | FASTENERS                     | BEARING HEADQUARTERS COMPANY      | 6093628         | \$17.45    |
| 504-4953-44035 | YEARLY FIRE ALARM MAINTENANCE | BLUE STAR FIRE & ELECTRIC         | 7510            | \$430.00   |
| 504-4953-44035 | HANGER DOOR REPAIR            | HI CUSTOM FAB                     | 91              | \$502.50   |
| 504-4953-44035 | HANGER DOOR REPAIR            | HI CUSTOM FAB                     | 97              | \$1,350.21 |
| 504-4953-44035 | WASP SPRAY/PLANTER            | WALMART COMMUNITY BRC             | OCTOBER 2025    | \$23.29    |
| 504-4953-44035 | FITTINGS                      | WESTLAKE HARDWARE INC             | 7720139         | \$5.60     |
| 504-4953-44043 | COPY MACHINE LEASES           | SOS LEASING                       | DECEMBER 2025   | \$162.12   |
| 504-4953-45040 | HOLIDAY GREETINGS-11/30/2021  | HIGH PLAINS DAILY LEADER AND TIME | 99594           | \$300.00   |
| 504-4953-46010 | OFFICE SUPPLIES               | WALMART COMMUNITY BRC             | OCTOBER 2025    | \$33.13    |
| 504-4953-46021 | GAS SERVICE BILLING           | CONSTELLATION NEWENERGY           | 4440532         | \$0.69     |
| 504-4953-46022 | ELECTRIC SERVICE BILLING      | SOUTHERN PIONEER ELECTRIC CO      | NOVEMBER #1 202 | \$2,265.13 |
| 504-4953-46028 | GOOGLE BUSINESS WORKSPACE     | DASTON CORPORATION, THE           | INV-7999        | \$100.80   |
| 504-4953-48084 | PRINTED/MOUNTED POSTER        | SOUTHERN OFFICE SUPPLY INC        | 2608            | \$245.00   |
| 504-4953-48084 | EXHIBIT EXPENSES              | WALMART COMMUNITY BRC             | OCTOBER 2025    | \$16.24    |

## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger         | Description        | Vendor Name           | Invoice | Amount  |
|----------------|--------------------|-----------------------|---------|---------|
| 504-4953-48084 | FITTINGS           | WESTLAKE HARDWARE INC | 7720134 | \$13.40 |
| 504-4953-48084 | PICTURE HANGER SET | WESTLAKE HARDWARE INC | 7720150 | \$5.99  |

**Subtotal for Department 4953 :** **\$5,642.50**

**Department: 4956 - AIR MUSEUM/ROBOTICS**

|                    |                                             |                       |              |          |
|--------------------|---------------------------------------------|-----------------------|--------------|----------|
| 209-4956-48090-004 | SUPPLIES/HALLOWEEN HAUNT & MUSIC HALL EVENT | WALMART COMMUNITY BRC | OCTOBER 2025 | \$195.31 |
|--------------------|---------------------------------------------|-----------------------|--------------|----------|

**Subtotal for Department 4956 :** **\$195.31**

**Department: 4970 - CONVENTION/TOURISM**

|                |                                                |                               |                 |            |
|----------------|------------------------------------------------|-------------------------------|-----------------|------------|
| 206-4970-43080 | 4TH QUARTER DUES-OCT TO DEC 2025               | LIBERAL LIONS CLUB            | 10/15/2025      | \$32.50    |
| 206-4970-44031 | ELECTRICAL SUPPLIES                            | STANION WHOLESALE ELECTRIC CO | 5997732-00      | \$231.68   |
| 206-4970-44031 | CONDUITS/CONNECTORS                            | STANION WHOLESALE ELECTRIC CO | 5998485-00      | \$25.49    |
| 206-4970-44031 | CONNECTOR/SOCKET                               | STANION WHOLESALE ELECTRIC CO | 5998506-00      | \$28.99    |
| 206-4970-44031 | WIRE/CONNECTOR                                 | STANION WHOLESALE ELECTRIC CO | 5998612-00      | \$6.13     |
| 206-4970-44031 | DOWEL/MENDING BRACE/FITTINGS                   | WESTLAKE HARDWARE INC         | 7719914         | \$19.47    |
| 206-4970-44043 | COPY MACHINE LEASES                            | SOS LEASING                   | DECEMBER 2025   | \$248.33   |
| 206-4970-44047 | BILLBOARD RENT-W OF GUYMON OK & BALKO OK       | LINDMARK BILLBOARDS           | INV134434       | \$368.00   |
| 206-4970-45030 | CELLULAR/TABLET SERVICE                        | VERIZON WIRELESS              | 6126620034      | \$42.17    |
| 206-4970-45040 | SPONSORSHIP FOR KANSAS SAMPLER FOUNDATION BOOK | KANSAS SAMPLER FOUNDATION     | 25019           | \$2,000.00 |
| 206-4970-45040 | 1/4 PAGE AD/USA TODAY TRAVEL GUIDE WINTER      | POWER PLAY MARKETING          | 250062314       | \$3,000.00 |
| 206-4970-45040 | 2X3 AD/FALL 2025                               | SOWDERS                       | 133516          | \$115.00   |
| 206-4970-46010 | COPY PAPER                                     | SOUTHERN OFFICE SUPPLY INC    | 2500            | \$46.00    |
| 206-4970-46010 | OFFICE SUPPLIES                                | SOUTHERN OFFICE SUPPLY INC    | 2904            | \$21.14    |
| 206-4970-46022 | ELECTRIC SERVICE BILLING                       | SOUTHERN PIONEER ELECTRIC CO  | NOVEMBER #1 202 | \$218.52   |

Operator: daisy.torres

11/4/2025 4:42:59 PM

Page 23 of 31

Report ID: APLT33D

Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger                         | Description                                   | Vendor Name             | Invoice      | Amount     |
|--------------------------------|-----------------------------------------------|-------------------------|--------------|------------|
| 206-4970-46028                 | GOOGLE BUSINESS WORKSPACE                     | DASTON CORPORATION, THE | INV-7999     | \$57.60    |
| 206-4970-46090                 | VINEGAR/DISH SOAP                             | WALMART COMMUNITY BRC   | OCTOBER 2025 | \$6.88     |
| 206-4970-46273                 | PROMOTIONAL EXPENSES                          | WALMART COMMUNITY BRC   | OCTOBER 2025 | \$8.07     |
| 206-4970-49779                 | FULL PAGE AD IN AUTUMN ISSUE OF AMERICAN ROAD | AMERICAN ROAD           | 2025-26920   | \$3,200.00 |
| Subtotal for Department 4970 : |                                               |                         |              | \$9,675.97 |

Department: 5050 - CONSTRUCTION IMPROVEMENTS

|                    |                                    |                                       |                 |              |
|--------------------|------------------------------------|---------------------------------------|-----------------|--------------|
| 301-5050-43013-700 | ENGINEERING SVC/DOLL ADDITION      | KAW VALLEY ENGINEERING, INC           | C40947          | \$2,150.00   |
| 301-5050-44031-700 | RING/STOP VALVE/BRASS MALE ADAPTER | HAVOC SUPPLY                          | 19046           | \$42.00      |
| 301-5050-44031-700 | WALL MOUNT FAUCET                  | HAVOC SUPPLY                          | 19080           | \$368.55     |
| 301-5050-44031-700 | FAUCET INSTALLATION KIT            | HAVOC SUPPLY                          | 19091           | \$50.63      |
| 301-5050-44031-700 | LUMBER/FITTINGS                    | MEAD LUMBER DO IT CENTER              | 12694706        | \$185.16     |
| 301-5050-44031-700 | ELECTRICAL SUPPLIES                | STANION WHOLESALE ELECTRIC CO         | 5991316-00      | \$30.89      |
| 301-5050-44031-700 | FITTINGS                           | WESTLAKE HARDWARE INC                 | 7720161         | \$47.95      |
| 301-5050-44031-700 | PINCH CLAMP                        | WESTLAKE HARDWARE INC                 | 7720165         | \$54.99      |
| 301-5050-44031-700 | FITTINGS/PLUMBERS PUTTY            | WESTLAKE HARDWARE INC                 | 7720188         | \$18.16      |
| 301-5050-44031-700 | FITTINGS                           | WESTLAKE HARDWARE INC                 | 7720190         | \$8.79       |
| 301-5050-44031-700 | OUTLET ZIP BITS                    | WESTLAKE HARDWARE INC                 | 7720201         | \$15.99      |
| 301-5050-44031-700 | RECEPTACLE/WALLPLATES/ADHESIVE     | WESTLAKE HARDWARE INC                 | 7720204         | \$107.91     |
| 301-5050-44031-700 | ADHESIVE/FITTINGS                  | WESTLAKE HARDWARE INC                 | 7720235         | \$51.53      |
| 301-5050-44031-700 | SILICONE                           | WESTLAKE HARDWARE INC                 | 7720257         | \$47.97      |
| 301-5050-46022-700 | ELECTRIC SERVICE BILLING           | SOUTHERN PIONEER ELECTRIC CO          | NOVEMBER #1 202 | \$16.67      |
| 301-5050-47090-700 | LIGHT                              | ALL INCLUSIVE REC, LLC                | 3056            | \$115,134.80 |
| 301-5050-47090-700 | GRASS INSTALLATION/LIGHT PARK      | COMMERCIAL LAWN MANAGEMENT OF WICHITA | 78537           | \$24,813.16  |
| 301-5050-47090-700 | GRASS INSTALLATION/LIGHT PARK      | COMMERCIAL LAWN MANAGEMENT OF WICHITA | 79005           | \$24,813.16  |

## Invoices Selected for Payment - By Department

City of Liberal, KS

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

**Subtotal for Department 5050 : \$167,958.31**

**Department: 6010 - GENERAL OPERATIONS**

|                |                         |                          |               |            |
|----------------|-------------------------|--------------------------|---------------|------------|
| 260-6010-44030 | DRILL BITS              | MEAD LUMBER DO IT CENTER | 12700327      | \$14.38    |
| 260-6010-44030 | TAPE MEASURE/LEVEL      | MEAD LUMBER DO IT CENTER | 12736966      | \$53.77    |
| 260-6010-44032 | RADIATOR/RESTOCKING FEE | CATLETT AUTOMOTIVE INC   | 729268.1      | \$68.64    |
| 260-6010-44032 | SERVICE CHARGE          | CATLETT AUTOMOTIVE INC   | SVC 082925.1  | \$1.22     |
| 260-6010-44032 | SERVICE CHARGE          | CATLETT AUTOMOTIVE INC   | SVC 082925.1  | \$0.48     |
| 260-6010-44032 | SERVICE CHARGE          | CATLETT AUTOMOTIVE INC   | SVC 093025.1  | \$1.03     |
| 260-6010-44032 | STREET SWEEPER BROOMS   | RED EQUIPMENT LLC        | P01966        | \$2,148.84 |
| 260-6010-44032 | STREET SWEEPER BROOMS   | RED EQUIPMENT LLC        | P01967        | \$2,148.84 |
| 260-6010-44032 | WATER HOSE              | RED EQUIPMENT LLC        | P02296        | \$211.03   |
| 260-6010-44062 | BLADES/TOOLS            | UNITED RENTALS INC       | 254668823-001 | \$840.30   |
| 260-6010-44062 | BARRICADE SHEETING      | VISUAL SIGNS             | 9167          | \$1,000.00 |
| 260-6010-44062 | BARRICADE SHEETING      | VISUAL SIGNS             | 9168          | \$1,000.00 |

**Subtotal for Department 6010 : \$7,488.53**

**Department: 6012 - OTHER IMPROVEMENTS**

|                |                                    |                          |          |            |
|----------------|------------------------------------|--------------------------|----------|------------|
| 260-6012-48838 | CY OF CONCRETE                     | CROELL INC               | 1023576  | \$2,326.00 |
| 260-6012-48838 | CY OF CONCRETE                     | CROELL INC               | 1025498  | \$2,367.00 |
| 260-6012-48838 | CY CONCRETE                        | CROELL INC               | 1026765  | \$2,203.00 |
| 260-6012-48838 | SIDEWALK REPAIR AT 500 BLK E CEDAR | LIBERAL REDI-MIX, LLC    | 2283     | \$372.00   |
| 260-6012-48838 | CONCRETE FORMS                     | MEAD LUMBER DO IT CENTER | 12727812 | \$320.80   |
| 260-6012-48838 | WOOD STAKES                        | MEAD LUMBER DO IT CENTER | 12736297 | \$66.00    |

**Subtotal for Department 6012 : \$7,654.80**

**Department: 6014 - DRAINAGE IMPROVEMENTS**

Operator: daisy.torres

11/4/2025 4:42:59 PM

Page 25 of 31

Report ID: APLT33D

## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger                                     | Description                                   | Vendor Name                       | Invoice         | Amount     |
|--------------------------------------------|-----------------------------------------------|-----------------------------------|-----------------|------------|
| 260-6014-46022                             | ELECTRIC SERVICE BILLING                      | SOUTHERN PIONEER ELECTRIC CO      | NOVEMBER #1 202 | \$22.98    |
| Subtotal for Department 6014 :             |                                               |                                   |                 | \$22.98    |
| Department: 6017 - RECREATION IMPROVEMENTS |                                               |                                   |                 |            |
| 260-6017-44030                             | POOL CLIPS/PINS                               | WESTLAKE HARDWARE INC             | 7719913         | \$7.18     |
| 260-6017-44031                             | DOOR SEALS/FOGGER/AC UNIT COVER               | WESTLAKE HARDWARE INC             | 7720221         | \$66.16    |
| 260-6017-44031                             | FINE CUT PIPE/DOOR SEAL CINCH/UNDER DOOR SEAL | WESTLAKE HARDWARE INC             | 7720227         | \$81.95    |
| 260-6017-46022                             | ELECTRIC SERVICE BILLING                      | SOUTHERN PIONEER ELECTRIC CO      | NOVEMBER #1 202 | \$226.94   |
| 260-6017-46273                             | NEPTUNE RENEWAL                               | CMC NEPTUNE LLC                   | 23074           | \$1,980.00 |
| Subtotal for Department 6017 :             |                                               |                                   |                 | \$2,362.23 |
| Department: 6020 - ECONOMIC DEVELOPMENT    |                                               |                                   |                 |            |
| 261-6020-46010                             | TONER CARTRIDGES 4 PACK                       | AMAZON CAPITAL SERVICES           | 1NC3-Q7N6-1N17  | \$111.53   |
| 261-6020-48047                             | MARKING PAINT/SPRAY PAINT                     | WESTLAKE HARDWARE INC             | 7720098         | \$18.58    |
| Subtotal for Department 6020 :             |                                               |                                   |                 | \$130.11   |
| Department: 6021 - PUBLIC TRANSPORTATION   |                                               |                                   |                 |            |
| 261-6021-44032                             | UNIT #218-MULTI SWITCH AND LR TURN SIGNAL     | CHANCE'S SERVICE CENTER           | 0063700         | \$518.87   |
| 261-6021-44032                             | UNIT #220-LIGHTS/OIL/SUSPENSION/TIRE SERVICE  | CHANCE'S SERVICE CENTER           | 0063841         | \$1,643.04 |
| 261-6021-44032                             | INSTALL CAMERA/UNIT #219                      | SAFETY VISION                     | INV23715        | \$2,926.00 |
| 261-6021-45040                             | LEGALS: FEDERAL TRANSIT                       | HIGH PLAINS DAILY LEADER AND TIME | 123287          | \$29.70    |
| 261-6021-45040                             | LEGALS: CAPITAL CREDITS                       | HIGH PLAINS DAILY LEADER AND TIME | 123288          | \$29.70    |
| 261-6021-46010                             | SHEET PROTECTORS                              | SOUTHERN OFFICE SUPPLY INC        | 2427            | \$15.82    |
| 261-6021-46011                             | JANITORIAL SUPPLIES                           | WALMART COMMUNITY BRC             | OCTOBER 2025    | \$136.58   |
| 261-6021-46028                             | GOOGLE BUSINESS WORKSPACE                     | DASTON CORPORATION, THE           | INV-7999        | \$57.60    |

## Invoices Selected for Payment - By Department

City of Liberal, KS

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

Subtotal for Department 6021 : \$5,357.31

## Department: 6040 - HOUSING

|                |                                                  |                                   |                |            |
|----------------|--------------------------------------------------|-----------------------------------|----------------|------------|
| 263-6040-45030 | CELLULAR/TABLET SERVICE                          | VERIZON WIRELESS                  | 6126620034     | \$42.17    |
| 263-6040-46028 | GOOGLE BUSINESS WORKSPACE                        | DASTON CORPORATION, THE           | INV-7999       | \$28.80    |
| 263-6040-48070 | NEW CONSTRUCTION INCENTIVE-710 S WESTERN LOT 196 | GONZALEZ ESCARCEGA INVESTMENT LLC | 10/29/2025     | \$7,500.00 |
| 263-6040-48090 | YELLOW BRICK ROAD FLOOR RUNNER                   | AMAZON CAPITAL SERVICES           | 14R6-RKFN-31F7 | \$16.88    |
| 263-6040-48090 | TRUNK OR TREAT CAR DECORATIONS                   | AMAZON CAPITAL SERVICES           | 1DJ4-7Y17-1X3C | \$25.98    |
| 263-6040-48851 | 203 W 7TH-V ARDESE                               | ARC SPRAY FOAM LLC                | 1055           | \$3,000.00 |
| 263-6040-48851 | 635 S OKLAHOMA AVE-H ESQUIVEL                    | CHAIDEZ REMODELING                | 25-001         | \$3,000.00 |
| 263-6040-48851 | 609 S PENNSYLVANIA - M TREJO                     | JESSE CONSTRUCTION LLC            | 10/08/25       | \$200.00   |
| 263-6040-48851 | PAINT PROGRAM/1204 N WESTERN                     | MEAD LUMBER DO IT CENTER          | 12624725       | \$500.00   |
| 263-6040-48851 | NOAA RADIOS                                      | MEAD LUMBER DO IT CENTER          | 12747771       | \$199.92   |
| 263-6040-48851 | HOUSING DEED                                     | PETTY CASH                        | 6545           | \$20.00    |
| 263-6040-48851 | EXTERIOR/S LOPEZ - 614 VICTORY RD                | SEBASTIAN HOME RENOVATIONS        | 0000867        | \$3,000.00 |

Subtotal for Department 6040 : \$17,533.75

## Department: 6050 - BEAUTIFICATION

|                |                                             |                                 |                |           |
|----------------|---------------------------------------------|---------------------------------|----------------|-----------|
| 264-6050-44024 | GRASS SEED                                  | WESTLAKE HARDWARE INC           | 7720171        | \$319.96  |
| 264-6050-44030 | TRIMMER HEAD COVER CAP/WEED EATER COVER CAP | AMAZON CAPITAL SERVICES         | 1YGJ-NFXF-31CH | \$58.64   |
| 264-6050-44030 | SPOOL                                       | KEATING TRACTOR & EQUIPMENT INC | 387762         | \$247.28  |
| 264-6050-44030 | FREIGHT FOR GOVERNOR SPRING                 | KEATING TRACTOR & EQUIPMENT INC | 394210         | \$25.00   |
| 264-6050-44030 | HUSTLER HYDRAULIC FILTERS                   | KEATING TRACTOR & EQUIPMENT INC | 394664         | \$680.04  |
| 264-6050-44030 | CR-GOVERNOR SPRING                          | KEATING TRACTOR & EQUIPMENT INC | 394718         | (\$25.00) |
| 264-6050-44030 | BOLTSNAP/AIR GAUGE/VALVE STEM TOOL          | WALMART COMMUNITY BRC           | OCTOBER 2025   | \$16.95   |

Operator: daisy.torres

11/4/2025 4:42:59 PM

Page 27 of 31

Report ID: APLT33D



## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger                         | Description                 | Vendor Name                    | Invoice         | Amount      |
|--------------------------------|-----------------------------|--------------------------------|-----------------|-------------|
| 264-6050-44030                 | SILICONE LURICANT           | WALMART COMMUNITY BRC          | OCTOBER 2025    | \$22.32     |
| 264-6050-44030                 | LUBRICANT                   | WESTLAKE HARDWARE INC          | 7720250         | \$22.77     |
| 264-6050-44031                 | PEST CONTROL                | PLUNKETT'S PEST CONTROL        | 10207511        | \$37.91     |
| 264-6050-44031                 | ANTIFREEZE                  | WALMART COMMUNITY BRC          | OCTOBER 2025    | \$218.90    |
| 264-6050-44031                 | RECEPTACLE/BOX COVER        | WESTLAKE HARDWARE INC          | 7719935         | \$2.78      |
| 264-6050-44031                 | FITTINGS                    | WESTLAKE HARDWARE INC          | 7720066         | \$1.25      |
| 264-6050-45015                 | OIL FILTERS                 | O'REILLY AUTOMOTIVE STORES INC | 1453-4444705    | \$15.10     |
| 264-6050-45080                 | EMPLOYEE APPRECIATION LUNCH | WALMART COMMUNITY BRC          | OCTOBER 2025    | \$80.48     |
| 264-6050-46011                 | SHOP RAGS                   | WALMART COMMUNITY BRC          | OCTOBER 2025    | \$21.76     |
| 264-6050-46011                 | COMET CLEANER               | WALMART COMMUNITY BRC          | OCTOBER 2025    | \$12.96     |
| 264-6050-46017                 | HERBICIDES                  | VAN DIEST SUPPLY COMPANY       | 1181            | \$2,850.00  |
| 264-6050-46017                 | HERBICIDES                  | VAN DIEST SUPPLY COMPANY       | 1182            | \$1,776.00  |
| 264-6050-46017                 | HERBICIDES                  | VAN DIEST SUPPLY COMPANY       | 1183            | \$6,384.60  |
| 264-6050-46017                 | HERBICIDES                  | VAN DIEST SUPPLY COMPANY       | 1184            | \$3,166.50  |
| 264-6050-46017                 | FERTILIZER                  | VAN DIEST SUPPLY COMPANY       | 1372            | \$5,796.00  |
| 264-6050-46017                 | INSECT KILLER               | WESTLAKE HARDWARE INC          | 7719990         | \$14.99     |
| 264-6050-46022                 | ELECTRIC SERVICE BILLING    | SOUTHERN PIONEER ELECTRIC CO   | NOVEMBER #1 202 | \$1,860.13  |
| 264-6050-46022                 | ELECTRIC SERVICE BILLING    | SOUTHERN PIONEER ELECTRIC CO   | NOVEMBER #1 202 | \$700.71    |
| 264-6050-46026                 | MOTOR OIL                   | WALMART COMMUNITY BRC          | OCTOBER 2025    | \$139.85    |
| 264-6050-46026                 | MOTOR OIL                   | WALMART COMMUNITY BRC          | OCTOBER 2025    | \$139.85    |
| 264-6050-48090                 | COFFEE                      | PRAIRIE FIRE COFFEE            | 1690830         | \$79.90     |
| Subtotal for Department 6050 : |                             |                                |                 | \$24,667.63 |

Invoices Selected for Payment - By Department

City of Liberal, KS

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

Grand Total : \$787,592.65

| Department Totals |                        |                  |
|-------------------|------------------------|------------------|
| Department        | Dept. Description      | Department Total |
| 0000              | NONDEPARTMENTAL        | \$732.21         |
| 4100              | NON DEPARTMENTAL       | \$3,965.16       |
| 4110              | LEGISLATIVE            | \$379.10         |
| 4120              | MUNICIPAL COURT/DIVE   | \$21,139.88      |
| 4130              | CITY MANAGER           | \$191.88         |
| 4150              | FINANCE DEPARTMENT     | \$296.56         |
| 4152              | PERSONNEL DEPARTMEN    | \$136.58         |
| 4160              | BUILDING MAINTENANCE   | \$344.59         |
| 4180              | I.T. DEPARTMENT        | \$230.40         |
| 4210              | POLICE ADMINISTRATION  | \$8,185.39       |
| 4211              | ANIMAL CONTROL DIVISI  | \$3,053.39       |
| 4220              | FIRE                   | \$20,406.02      |
| 4240              | BUILDING INSPECTION SV | \$4,526.69       |
| 4250              | COMMUNICATIONS         | \$2,726.69       |
| 4290              | TRAFFIC CONTROL MAIN   | \$3,166.01       |
| 4300              | STREET/HIGHWAY         | \$684.00         |
| 4320              | REFUSE                 | \$3,768.19       |
| 4330              | FLEET MAINTENANCE      | \$1,087.76       |

Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger | Description | Vendor Name            | Invoice | Amount       |
|--------|-------------|------------------------|---------|--------------|
|        | 4350        | SEWER ADMINISTRATIVE   |         | \$8,097.53   |
|        | 4351        | SEWER LINE CLEANING    |         | \$4,938.88   |
|        | 4352        | SEWER PLANT OPERATIO   |         | \$6,460.77   |
|        | 4370        | STREET LIGHTING        |         | \$28,321.49  |
|        | 4500        | RECREATION ADMINISTR   |         | \$13,527.69  |
|        | 4520        | RECREATION             |         | \$2,594.35   |
|        | 4550        | GOLF COURSE            |         | \$5,400.75   |
|        | 4560        | PARKS                  |         | \$452.53     |
|        | 4570        | PARKS                  |         | \$878.03     |
|        | 4580        | ARKALON RECREATIONA    |         | \$947.16     |
|        | 4590        | LIBRARY                |         | \$28,923.26  |
|        | 4611        | DEPOT BUILDING FACILIT |         | \$516.88     |
|        | 4612        | GRIER HOUSE            |         | \$1,475.25   |
|        | 4700        | GENERAL                |         | \$252,030.00 |
|        | 4920        | CEMETERY               |         | \$198.50     |
|        | 4930        | UTILITY BILLING        |         | \$123.59     |
|        | 4940        | WATER UTILITY ADMIN    |         | \$5,261.45   |
|        | 4941        | WATER UTILITY          |         | \$66,231.36  |
|        | 4942        | WATER DISTRIBUTION     |         | \$12,418.08  |
|        | 4943        | WATER NON OPERATION    |         | \$15,257.52  |
|        | 4950        | AIRPORT UTILITY        |         | \$9,827.65   |
|        | 4953        | AIR MUSEUM             |         | \$5,642.50   |

Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger | Description | Vendor Name          | Invoice | Amount       |
|--------|-------------|----------------------|---------|--------------|
|        | 4956        | AIR MUSEUM/ROBOTICS  |         | \$195.31     |
|        | 4970        | CONVENTION/TOURISM   |         | \$9,675.97   |
|        | 5050        | CONSTRUCTION IMPROV  |         | \$167,958.31 |
|        | 6010        | GENERAL OPERATIONS   |         | \$7,488.53   |
|        | 6012        | OTHER IMPROVEMENTS   |         | \$7,654.80   |
|        | 6014        | DRAINAGE IMPROVEMEN  |         | \$22.98      |
|        | 6017        | RECREATION IMPROVEM  |         | \$2,362.23   |
|        | 6020        | ECONOMIC DEVELOPMEN  |         | \$130.11     |
|        | 6021        | PUBLIC TRANSPORTATIO |         | \$5,357.31   |
|        | 6040        | HOUSING              |         | \$17,533.75  |
|        | 6050        | BEAUTIFICATION       |         | \$24,667.63  |
|        |             | Grand Total:         |         | \$787,592.65 |

Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger                                     | Description                                | Vendor Name                       | Invoice          | Amount     |
|--------------------------------------------|--------------------------------------------|-----------------------------------|------------------|------------|
| Department: 4100 - NON DEPARTMENTAL        |                                            |                                   |                  |            |
| 100-4100-46028                             | INTERNET SERVICE                           | EPIC TOUCH                        | CITY HALL/OCT 20 | \$304.50   |
| Subtotal for Department 4100 :             |                                            |                                   |                  | \$304.50   |
| Department: 4110 - LEGISLATIVE             |                                            |                                   |                  |            |
| 100-4110-45080                             | REIMBURSEMENT-LEAGUE CONFERENCE HOTEL      | LARA, JOSE                        | 92373            | \$346.62   |
| Subtotal for Department 4110 :             |                                            |                                   |                  | \$346.62   |
| Department: 4211 - ANIMAL CONTROL DIVISION |                                            |                                   |                  |            |
| 100-4211-46028                             | INTERNET SERVICE                           | EPIC TOUCH                        | ANIMAL CONTROL   | \$162.75   |
| 100-4211-46620                             | TRASNPOR DRIVER-WICHITA KS 10/26/2025      | COLLINS, CATHERINE                | 91189            | \$75.00    |
| 100-4211-46620                             | TRANSPORT DRIVER-AURORA CO 10/25/2025      | RUBIO, RAMONA MARIE               | 91188            | \$150.00   |
| Subtotal for Department 4211 :             |                                            |                                   |                  | \$387.75   |
| Department: 4220 - FIRE                    |                                            |                                   |                  |            |
| 100-4220-44031                             | GENERATOR REPAIR/FUEL INJECTOR REPLACEMENT | CENTRAL POWER SYSTEMS & SERVIC FC | R103005337:01.2  | \$3,148.40 |
| 100-4220-46028                             | INTERNET SERVICE                           | EPIC TOUCH                        | N FIRE STATION/O | \$162.75   |
| Subtotal for Department 4220 :             |                                            |                                   |                  | \$3,311.15 |
| Department: 4300 - STREET/HIGHWAY          |                                            |                                   |                  |            |
| 100-4300-46028                             | INTERNET SERVICE                           | EPIC TOUCH                        | STREET/OCT 2025  | \$162.75   |
| Subtotal for Department 4300 :             |                                            |                                   |                  | \$162.75   |
| Department: 4320 - REFUSE                  |                                            |                                   |                  |            |
| 510-4320-46028                             | INTERNET SERVICE                           | EPIC TOUCH                        | SANITATION/OCT   | \$162.75   |
| Subtotal for Department 4320 :             |                                            |                                   |                  | \$162.75   |
| Department: 4350 - SEWER ADMINISTRATIVE    |                                            |                                   |                  |            |

## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger                                | Description            | Vendor Name       | Invoice         | Amount   |
|---------------------------------------|------------------------|-------------------|-----------------|----------|
| 520-4350-46028                        | INTERNET SERVICE       | EPIC TOUCH        | WASTE WATER/O   | \$162.75 |
| Subtotal for Department 4350 :        |                        |                   |                 | \$162.75 |
| Department: 4520 - RECREATION         |                        |                   |                 |          |
| 100-4520-46226                        | VOLLEYBALL REF-7 GAMES | GARCIA, JULISSA   | 10/22/2025      | \$175.00 |
| 100-4520-46226                        | VOLLEYBALL REF-7 GAMES | KAWAGUCHI, MIREYA | 10/22/2025      | \$175.00 |
| Subtotal for Department 4520 :        |                        |                   |                 | \$350.00 |
| Department: 4540 - SWIMMING POOL      |                        |                   |                 |          |
| 100-4540-45030                        | INTERNET SERVICE       | EPIC TOUCH        | ADVENTURE BAY/  | \$131.25 |
| Subtotal for Department 4540 :        |                        |                   |                 | \$131.25 |
| Department: 4570 - PARKS              |                        |                   |                 |          |
| 100-4570-46028                        | INTERNET SERVICE       | EPIC TOUCH        | BB/SB COMPLEXT/ | \$162.75 |
| 100-4570-46028                        | INTERNET SERVICE       | EPIC TOUCH        | MAHURON/OCT 20  | \$162.75 |
| 100-4570-46028                        | INTERNET SERVICE       | EPIC TOUCH        | SCOUT HUT/OCT 2 | \$130.50 |
| Subtotal for Department 4570 :        |                        |                   |                 | \$456.00 |
| Department: 4612 - GRIER HOUSE        |                        |                   |                 |          |
| 100-4612-45030                        | INTERNET SERVICE       | EPIC TOUCH        | GRIER HOUSE/OC  | \$162.75 |
| Subtotal for Department 4612 :        |                        |                   |                 | \$162.75 |
| Department: 4942 - WATER DISTRIBUTION |                        |                   |                 |          |
| 530-4942-46028                        | INTERNET SERVICE       | EPIC TOUCH        | WATER TOWERS/   | \$63.00  |
| Subtotal for Department 4942 :        |                        |                   |                 | \$63.00  |

Invoices Selected for Payment - By Department

City of Liberal, KS

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

Grand Total : \$6,001.27

| Department Totals |                       |                  |
|-------------------|-----------------------|------------------|
| Department        | Dept. Description     | Department Total |
| 4100              | NON DEPARTMENTAL      | \$304.50         |
| 4110              | LEGISLATIVE           | \$346.62         |
| 4211              | ANIMAL CONTROL DIVISI | \$387.75         |
| 4220              | FIRE                  | \$3,311.15       |
| 4300              | STREET/HIGHWAY        | \$162.75         |
| 4320              | REFUSE                | \$162.75         |
| 4350              | SEWER ADMINISTRATIVE  | \$162.75         |
| 4520              | RECREATION            | \$350.00         |
| 4540              | SWIMMING POOL         | \$131.25         |
| 4570              | PARKS                 | \$456.00         |
| 4612              | GRIER HOUSE           | \$162.75         |
| 4942              | WATER DISTRIBUTION    | \$63.00          |
| Grand Total:      |                       | \$6,001.27       |

## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger                                              | Description                          | Vendor Name             | Invoice     | Amount          |
|-----------------------------------------------------|--------------------------------------|-------------------------|-------------|-----------------|
| <b>Department: 4100 - NON DEPARTMENTAL</b>          |                                      |                         |             |                 |
| 100-4100-46021                                      | GAS SERVICE BILLING                  | BLACK HILLS CORPORATION | OCT #2 2025 | \$54.62         |
| <b>Subtotal for Department 4100 :</b>               |                                      |                         |             | <b>\$54.62</b>  |
| <b>Department: 4120 - MUNICIPAL COURT/DIVERSION</b> |                                      |                         |             |                 |
| 100-4120-46028                                      | MONTHLY INTERNET SERVICE             | IDEATEK TELCOM          | 10008664656 | \$150.00        |
| 100-4120-46028                                      | MONTHLY INTERNET SERVICE             | IDEATEK TELCOM          | 10009376471 | \$150.00        |
| <b>Subtotal for Department 4120 :</b>               |                                      |                         |             | <b>\$300.00</b> |
| <b>Department: 4160 - BUILDING MAINTENANCE</b>      |                                      |                         |             |                 |
| 100-4160-46021                                      | GAS SERVICE BILLING                  | BLACK HILLS CORPORATION | OCT #2 2025 | \$46.10         |
| <b>Subtotal for Department 4160 :</b>               |                                      |                         |             | <b>\$46.10</b>  |
| <b>Department: 4211 - ANIMAL CONTROL DIVISION</b>   |                                      |                         |             |                 |
| 100-4211-46620                                      | TRANSPORT DRIVER-EMPORIA KS 11/02/25 | COLLINS, CATHERINE      | 91190       | \$75.00         |
| <b>Subtotal for Department 4211 :</b>               |                                      |                         |             | <b>\$75.00</b>  |
| <b>Department: 4220 - FIRE</b>                      |                                      |                         |             |                 |
| 100-4220-46021                                      | GAS SERVICE BILLING                  | BLACK HILLS CORPORATION | OCT #2 2025 | \$103.53        |
| 100-4220-46028                                      | MONTHLY INTERNET SERVICE             | IDEATEK TELCOM          | 10008664656 | \$80.00         |
| 100-4220-46028                                      | MONTHLY INTERNET SERVICE             | IDEATEK TELCOM          | 10008664656 | \$110.00        |
| 100-4220-46028                                      | MONTHLY INTERNET SERVICE             | IDEATEK TELCOM          | 10009376471 | \$110.00        |
| 100-4220-46028                                      | MONTHLY INTERNET SERVICE             | IDEATEK TELCOM          | 10009376471 | \$80.00         |
| <b>Subtotal for Department 4220 :</b>               |                                      |                         |             | <b>\$483.53</b> |
| <b>Department: 4290 - TRAFFIC CONTROL MAINT DIV</b> |                                      |                         |             |                 |
| 100-4290-46021                                      | GAS SERVICE BILLING                  | BLACK HILLS CORPORATION | OCT #2 2025 | \$46.10         |
| <b>Subtotal for Department 4290 :</b>               |                                      |                         |             | <b>\$46.10</b>  |



## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger                                              | Description              | Vendor Name             | Invoice     | Amount          |
|-----------------------------------------------------|--------------------------|-------------------------|-------------|-----------------|
| <b>Department: 4300 - STREET/HIGHWAY</b>            |                          |                         |             |                 |
| 100-4300-46028                                      | MONTHLY INTERNET SERVICE | IDEATEK TELCOM          | 10008664656 | \$80.00         |
| 100-4300-46028                                      | MONTHLY INTERNET SERVICE | IDEATEK TELCOM          | 10009376471 | \$80.00         |
| <b>Subtotal for Department 4300 :</b>               |                          |                         |             | <b>\$160.00</b> |
| <b>Department: 4320 - REFUSE</b>                    |                          |                         |             |                 |
| 510-4320-46021                                      | GAS SERVICE BILLING      | BLACK HILLS CORPORATION | OCT #2 2025 | \$93.19         |
| <b>Subtotal for Department 4320 :</b>               |                          |                         |             | <b>\$93.19</b>  |
| <b>Department: 4330 - FLEET MAINTENANCE</b>         |                          |                         |             |                 |
| 100-4330-46021                                      | GAS SERVICE BILLING      | BLACK HILLS CORPORATION | OCT #2 2025 | \$34.84         |
| <b>Subtotal for Department 4330 :</b>               |                          |                         |             | <b>\$34.84</b>  |
| <b>Department: 4500 - RECREATION ADMINISTRATION</b> |                          |                         |             |                 |
| 100-4500-46028                                      | MONTHLY INTERNET SERVICE | IDEATEK TELCOM          | 10008664656 | \$80.00         |
| 100-4500-46028                                      | MONTHLY INTERNET SERVICE | IDEATEK TELCOM          | 10009376471 | \$80.00         |
| <b>Subtotal for Department 4500 :</b>               |                          |                         |             | <b>\$160.00</b> |
| <b>Department: 4520 - RECREATION</b>                |                          |                         |             |                 |
| 100-4520-46226                                      | VOLLEYBALL REF-7 GAMES   | GARCIA, JULISSA         | 10/29/2025  | \$175.00        |
| 100-4520-46226                                      | VOLLEYBALL REF-7 GAMES   | KAWAGUCHI, MIREYA       | 10/29/2025  | \$175.00        |
| <b>Subtotal for Department 4520 :</b>               |                          |                         |             | <b>\$350.00</b> |
| <b>Department: 4550 - GOLF COURSE</b>               |                          |                         |             |                 |
| 100-4550-46021                                      | GAS SERVICE BILLING      | BLACK HILLS CORPORATION | OCT #2 2025 | \$22.66         |
| 100-4550-46028                                      | MONTHLY INTERNET SERVICE | IDEATEK TELCOM          | 10008664656 | \$110.00        |
| 100-4550-46028                                      | MONTHLY INTERNET SERVICE | IDEATEK TELCOM          | 10009376471 | \$110.00        |
| <b>Subtotal for Department 4550 :</b>               |                          |                         |             | <b>\$242.66</b> |

Operator: daisy.torres

11/3/2025 10:57:56 AM

Page 2 of 7

Report ID: APLT33D

Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger                                       | Description              | Vendor Name             | Invoice     | Amount     |
|----------------------------------------------|--------------------------|-------------------------|-------------|------------|
| Department: 4560 - PARKS                     |                          |                         |             |            |
| 100-4560-46028                               | MONTHLY INTERNET SERVICE | IDEATEK TELCOM          | 10008664656 | \$50.00    |
| 100-4560-46028                               | MONTHLY INTERNET SERVICE | IDEATEK TELCOM          | 10008664656 | \$80.00    |
| 100-4560-46028                               | MONTHLY INTERNET SERVICE | IDEATEK TELCOM          | 10009376471 | \$50.00    |
| 100-4560-46028                               | MONTHLY INTERNET SERVICE | IDEATEK TELCOM          | 10009376471 | \$80.00    |
| Subtotal for Department 4560 :               |                          |                         |             | \$260.00   |
| Department: 4580 - ARKALON RECREATIONAL AREA |                          |                         |             |            |
| 100-4580-45030                               | MONTHLY INTERNET SERVICE | IDEATEK TELCOM          | 10008664656 | \$150.00   |
| 100-4580-45030                               | MONTHLY INTERNET SERVICE | IDEATEK TELCOM          | 10009376471 | \$150.00   |
| Subtotal for Department 4580 :               |                          |                         |             | \$300.00   |
| Department: 4920 - CEMETERY                  |                          |                         |             |            |
| 100-4920-46028                               | MONTHLY INTERNET SERVICE | IDEATEK TELCOM          | 10008664656 | \$110.00   |
| 100-4920-46028                               | MONTHLY INTERNET SERVICE | IDEATEK TELCOM          | 10009376471 | \$110.00   |
| Subtotal for Department 4920 :               |                          |                         |             | \$220.00   |
| Department: 4941 - WATER UTILITY             |                          |                         |             |            |
| 530-4941-46021                               | GAS SERVICE BILLING      | BLACK HILLS CORPORATION | OCT #2 2025 | \$1,938.90 |
| 530-4941-46028                               | MONTHLY INTERNET SERVICE | IDEATEK TELCOM          | 10008664656 | \$50.00    |
| 530-4941-46028                               | MONTHLY INTERNET SERVICE | IDEATEK TELCOM          | 10009376471 | \$50.00    |
| Subtotal for Department 4941 :               |                          |                         |             | \$2,038.90 |
| Department: 4942 - WATER DISTRIBUTION        |                          |                         |             |            |
| 530-4942-46028                               | MONTHLY INTERNET SERVICE | IDEATEK TELCOM          | 10008664656 | \$50.00    |
| 530-4942-46028                               | MONTHLY INTERNET SERVICE | IDEATEK TELCOM          | 10009376471 | \$50.00    |
| Subtotal for Department 4942 :               |                          |                         |             | \$100.00   |

Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger                                       | Description                            | Vendor Name                    | Invoice     | Amount       |
|----------------------------------------------|----------------------------------------|--------------------------------|-------------|--------------|
| Department: 4950 - AIRPORT UTILITY           |                                        |                                |             |              |
| 501-4950-46028                               | MONTHLY INTERNET SERVICE               | IDEATEK TELCOM                 | 10008664656 | \$80.00      |
| 501-4950-46028                               | MONTHLY INTERNET SERVICE               | IDEATEK TELCOM                 | 10008664656 | \$80.00      |
| 501-4950-46028                               | MONTHLY INTERNET SERVICE               | IDEATEK TELCOM                 | 10009376471 | \$80.00      |
| 501-4950-46028                               | MONTHLY INTERNET SERVICE               | IDEATEK TELCOM                 | 10009376471 | \$80.00      |
| Subtotal for Department 4950 :               |                                        |                                |             | \$320.00     |
| Department: 4953 - AIR MUSEUM                |                                        |                                |             |              |
| 504-4953-46021                               | GAS SERVICE BILLING                    | BLACK HILLS CORPORATION        | OCT #2 2025 | \$90.67      |
| 504-4953-46028                               | MONTHLY INTERNET SERVICE               | IDEATEK TELCOM                 | 10008664656 | \$80.00      |
| 504-4953-46028                               | MONTHLY INTERNET SERVICE               | IDEATEK TELCOM                 | 10009376471 | \$80.00      |
| Subtotal for Department 4953 :               |                                        |                                |             | \$250.67     |
| Department: 4970 - CONVENTION/TOURISM        |                                        |                                |             |              |
| 206-4970-46028                               | MONTHLY INTERNET SERVICE               | IDEATEK TELCOM                 | 10008664656 | \$83.00      |
| 206-4970-46028                               | MONTHLY INTERNET SERVICE               | IDEATEK TELCOM                 | 10009376471 | \$83.00      |
| Subtotal for Department 4970 :               |                                        |                                |             | \$166.00     |
| Department: 5050 - CONSTRUCTION IMPROVEMENTS |                                        |                                |             |              |
| 301-5050-44050-700                           | REPAIR ROOF                            | SOUTHWEST ROOFING LLC          | 10/27/25    | \$142,726.00 |
| Subtotal for Department 5050 :               |                                        |                                |             | \$142,726.00 |
| Department: 6017 - RECREATION IMPROVEMENTS   |                                        |                                |             |              |
| 260-6017-48090                               | MCCRAY 2021 TAXES                      | SEWARD COUNTY TREAS-PROPERTY T | 10/15/25    | \$3,265.38   |
| Subtotal for Department 6017 :               |                                        |                                |             | \$3,265.38   |
| Department: 6040 - HOUSING                   |                                        |                                |             |              |
| 263-6040-48851                               | EXTERIOR/316 E OAK ST - P & D GONZALES | MARIA MARGARITA ARANDA         | 10/29/2025  | \$3,000.00   |

Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger                            | Description           | Vendor Name             | Invoice     | Amount     |
|-----------------------------------|-----------------------|-------------------------|-------------|------------|
| 263-6040-48851                    | EXTERIOR/320 E OAK ST | MARIA MARGARITA ARANDA  | 10/29/25    | \$3,000.00 |
| Subtotal for Department 6040 :    |                       |                         |             | \$6,000.00 |
| Department: 6050 - BEAUTIFICATION |                       |                         |             |            |
| 264-6050-46021                    | GAS SERVICE BILLING   | BLACK HILLS CORPORATION | OCT #2 2025 | \$129.07   |
| Subtotal for Department 6050 :    |                       |                         |             | \$129.07   |

Invoices Selected for Payment - By Department

City of Liberal, KS

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

Grand Total : \$157,822.06

| Department Totals |                       |                  |
|-------------------|-----------------------|------------------|
| Department        | Dept. Description     | Department Total |
| 4100              | NON DEPARTMENTAL      | \$54.62          |
| 4120              | MUNICIPAL COURT/DIVE  | \$300.00         |
| 4160              | BUILDING MAINTENANCE  | \$46.10          |
| 4211              | ANIMAL CONTROL DIVISI | \$75.00          |
| 4220              | FIRE                  | \$483.53         |
| 4290              | TRAFFIC CONTROL MAIN  | \$46.10          |
| 4300              | STREET/HIGHWAY        | \$160.00         |
| 4320              | REFUSE                | \$93.19          |
| 4330              | FLEET MAINTENANCE     | \$34.84          |
| 4500              | RECREATION ADMINISTR  | \$160.00         |
| 4520              | RECREATION            | \$350.00         |
| 4550              | GOLF COURSE           | \$242.66         |
| 4560              | PARKS                 | \$260.00         |
| 4580              | ARKALON RECREATIONA   | \$300.00         |
| 4920              | CEMETERY              | \$220.00         |
| 4941              | WATER UTILITY         | \$2,038.90       |
| 4942              | WATER DISTRIBUTION    | \$100.00         |
| 4950              | AIRPORT UTILITY       | \$320.00         |

Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger | Description | Vendor Name         | Invoice | Amount       |
|--------|-------------|---------------------|---------|--------------|
|        | 4953        | AIR MUSEUM          |         | \$250.67     |
|        | 4970        | CONVENTION/TOURISM  |         | \$166.00     |
|        | 5050        | CONSTRUCTION IMPROV |         | \$142,726.00 |
|        | 6017        | RECREATION IMPROVEM |         | \$3,265.38   |
|        | 6040        | HOUSING             |         | \$6,000.00   |
|        | 6050        | BEAUTIFICATION      |         | \$129.07     |
|        |             | Grand Total:        |         | \$157,822.06 |

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, Vendor 107263 | FEDERAL TAXES | PR-102320258307 | \$817.01   |
| 100-0000-20100                     | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES | PR-102320258307 | \$286.55   |
| 100-0000-20100                     | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES | PR-102320258307 | \$404.87   |
| 100-0000-20100                     | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES | PR-102320258307 | \$426.19   |
| 100-0000-20100                     | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES | PR-102320258307 | \$468.57   |
| 100-0000-20100                     | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES | PR-102320258307 | \$542.87   |
| 100-0000-20100                     | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES | PR-102320258307 | \$715.91   |
| 100-0000-20100                     | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES | PR-102320258307 | \$7,575.75 |
| 100-0000-20100                     | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES | PR-102320258307 | \$810.95   |
| 100-0000-20100                     | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES | PR-102320258307 | \$223.90   |
| 100-0000-20100                     | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES | PR-102320258307 | \$818.32   |
| 100-0000-20100                     | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES | PR-102320258307 | \$885.66   |
| 100-0000-20100                     | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES | PR-102320258307 | \$957.32   |
| 100-0000-20100                     | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES | PR-102320258307 | \$1,158.62 |
| 100-0000-20100                     | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES | PR-102320258307 | \$1,225.28 |
| 100-0000-20100                     | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES | PR-102320258307 | \$1,771.73 |
| 100-0000-20100                     | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES | PR-102320258307 | \$3,310.16 |
| 100-0000-20100                     | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES | PR-102320258307 | \$774.16   |
| 100-0000-20100                     | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES | PR-102320258307 | \$109.58   |
| 100-0000-20100                     | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES | PR-102320258307 | \$20.50    |
| 100-0000-20100                     | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES | PR-102320258307 | \$21.32    |
| 100-0000-20100                     | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES | PR-102320258307 | \$30.72    |
| 100-0000-20100                     | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES | PR-102320258307 | \$44.87    |
| 100-0000-20100                     | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES | PR-102320258307 | \$52.86    |

## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger         | Description                                   | Vendor Name             | Invoice         | Amount   |
|----------------|-----------------------------------------------|-------------------------|-----------------|----------|
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$87.66  |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$91.17  |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$270.98 |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$99.68  |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$226.03 |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$126.95 |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$131.35 |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$167.44 |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$189.65 |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$191.07 |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$191.84 |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$207.11 |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$94.68  |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$191.40 |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$232.67 |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$336.81 |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$491.61 |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$382.64 |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$172.29 |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$185.88 |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$644.23 |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$202.37 |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$233.94 |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$280.20 |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$285.97 |

Operator: jhernandez

10/23/2025 9:18:25 AM

Page 2 of 8

Report ID: APLT33D



## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger         | Description                                   | Vendor Name             | Invoice         | Amount      |
|----------------|-----------------------------------------------|-------------------------|-----------------|-------------|
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$295.79    |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$303.46    |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$322.02    |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$191.04    |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$1,159.84  |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$25,185.93 |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$14,135.81 |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$2,209.85  |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$1,902.58  |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$1,299.22  |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$622.36    |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$1,196.26  |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$407.06    |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$1,088.55  |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$1,008.65  |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$827.32    |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$803.11    |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$758.66    |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$733.40    |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$1,200.00  |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$376.25    |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$150.66    |
| 100-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$359.23    |
| 202-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$1,471.79  |
| 202-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$344.21    |

Operator: jhernandez

10/23/2025 9:18:25 AM

Page 3 of 8

Report ID: APLT33D

## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger         | Description                                   | Vendor Name             | Invoice         | Amount     |
|----------------|-----------------------------------------------|-------------------------|-----------------|------------|
| 202-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$1,120.86 |
| 202-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$1,113.12 |
| 202-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$510.69   |
| 206-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$74.44    |
| 206-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$318.28   |
| 206-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$301.57   |
| 206-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$291.69   |
| 207-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$42.16    |
| 207-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$180.29   |
| 207-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$328.46   |
| 209-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$6.83     |
| 209-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$1.63     |
| 209-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$6.98     |
| 209-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$1.60     |
| 261-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$818.82   |
| 261-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$191.49   |
| 261-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$1,053.71 |
| 261-0000-20400 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$252.45   |
| 261-0000-20400 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$59.04    |
| 261-0000-20400 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$443.72   |
| 263-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$25.17    |
| 263-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$107.63   |
| 263-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$202.09   |
| 501-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$116.10   |
| 501-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$496.41   |

Operator: jhernandez

10/23/2025 9:18:25 AM

Page 4 of 8

Report ID: APLT33D

## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger         | Description                                   | Vendor Name             | Invoice         | Amount     |
|----------------|-----------------------------------------------|-------------------------|-----------------|------------|
| 501-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$173.78   |
| 501-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$774.96   |
| 504-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$118.26   |
| 504-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$505.69   |
| 504-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$118.90   |
| 504-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$736.83   |
| 510-0000-20100 | Automatic Invoice From Payroll, Vendor 106545 | EMPOWER RETIREMENT      | PR-102320258306 | \$136.89   |
| 510-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$19.08    |
| 510-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$81.59    |
| 510-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$1,694.58 |
| 510-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$396.29   |
| 510-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$164.94   |
| 510-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$109.24   |
| 510-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$1,009.20 |
| 510-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$732.39   |
| 510-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$720.91   |
| 510-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$391.05   |
| 510-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$166.21   |
| 520-0000-20100 | Automatic Invoice From Payroll, Vendor 106545 | EMPOWER RETIREMENT      | PR-102320258306 | \$136.89   |
| 520-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$757.36   |
| 520-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$315.79   |
| 520-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$177.13   |
| 520-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$1,350.24 |
| 520-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | (\$79.29)  |
| 520-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$65.54    |

Operator: jhernandez

10/23/2025 9:18:25 AM

Page 5 of 8

Report ID: APLT33D

## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger         | Description                                   | Vendor Name             | Invoice         | Amount      |
|----------------|-----------------------------------------------|-------------------------|-----------------|-------------|
| 520-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$164.93    |
| 520-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$248.92    |
| 520-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$447.35    |
| 520-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$794.13    |
| 520-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$1,162.12  |
| 530-0000-20100 | Automatic Invoice From Payroll, Vendor 106545 | EMPOWER RETIREMENT      | PR-102320258306 | \$141.04    |
| 530-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$305.02    |
| 530-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$951.45    |
| 530-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$1,304.16  |
| 530-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$48.15     |
| 530-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$222.52    |
| 530-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$205.85    |
| 530-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$497.85    |
| 530-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$869.63    |
| 530-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$460.91    |
| 530-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$375.09    |
| 530-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$285.72    |
| 530-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$178.58    |
| 530-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$169.93    |
| 530-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$43.69     |
| 530-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$159.86    |
| 530-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES | PR-102320258302 | \$1,442.73  |
| 601-0000-28111 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$31,490.09 |
| 601-0000-28111 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$7,364.61  |
| 601-0000-28112 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES           | PR-102320258307 | \$35,608.92 |

Operator: jhernandez

10/23/2025 9:18:25 AM

Page 6 of 8

Report ID: APLT33D

## Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger         | Description                                   | Vendor Name                  | Invoice          | Amount      |
|----------------|-----------------------------------------------|------------------------------|------------------|-------------|
| 601-0000-28113 | Automatic Invoice From Payroll, Vendor 107264 | STATE EMPLOYEE TAXES         | PR-102320258308  | \$19,318.96 |
| 601-0000-28121 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES      | PR-102320258302  | \$11,688.80 |
| 601-0000-28131 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES      | PR-102320258302  | \$21,028.72 |
| 601-0000-28131 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES      | PR-102320258302  | \$368.96    |
| 601-0000-28141 | Automatic Invoice From Payroll, Vendor 106545 | EMPOWER RETIREMENT           | PR-102320258306  | \$1,126.33  |
| 601-0000-28141 | Automatic Invoice From Payroll, Vendor 106545 | EMPOWER RETIREMENT           | PR-102320258306  | \$156.00    |
| 601-0000-28150 | SW-2024-LM-000166                             | LAW OFFICE OF DJR            | PR-1023202583011 | \$393.60    |
| 601-0000-28150 | 2021-LM-0485                                  | LAW OFFICE OF DJR            | PR-1023202583011 | \$295.90    |
| 601-0000-28152 | 00144951162020DM0015                          | INTERSTATE CHILD SUPPORT     | PR-1023202583014 | \$233.08    |
| 601-0000-28152 | SW10DM000115 KULOW                            | KANSAS PAYMENT CENTER        | PR-102320258309  | \$203.08    |
| 601-0000-28152 | SW 2011-DM-000073 ALVARADO                    | KANSAS PAYMENT CENTER        | PR-102320258309  | \$101.80    |
| 601-0000-28152 | SW08DM000058 PEREZ JUAREZ                     | KANSAS PAYMENT CENTER        | PR-102320258309  | \$174.92    |
| 601-0000-28152 | 000680496001 TORRES MASIAS                    | OKLAHOMA CENTRALIZED SUPPORT | PR-1023202583010 | \$138.46    |
| 601-0000-28152 | Automatic Invoice From Payroll, Vendor 100695 | SEWARD COUNTY UNITED WAY     | PR-102320258304  | \$5.00      |
| 601-0000-28160 | Automatic Invoice From Payroll, Vendor 100061 | BLUE CROSS - BLUE SHIELD     | PR-102320258301  | \$4,335.00  |
| 601-0000-28160 | Automatic Invoice From Payroll, Vendor 100061 | BLUE CROSS - BLUE SHIELD     | PR-102320258301  | \$3,066.00  |
| 601-0000-28160 | Automatic Invoice From Payroll, Vendor 100061 | BLUE CROSS - BLUE SHIELD     | PR-102320258301  | \$6,400.00  |
| 601-0000-28160 | Automatic Invoice From Payroll, Vendor 100061 | BLUE CROSS - BLUE SHIELD     | PR-102320258301  | \$284.50    |
| 601-0000-28160 | Automatic Invoice From Payroll, Vendor 100061 | BLUE CROSS - BLUE SHIELD     | PR-102320258301  | \$2,948.00  |
| 601-0000-28160 | Automatic Invoice From Payroll, Vendor 100061 | BLUE CROSS - BLUE SHIELD     | PR-102320258301  | \$1,884.50  |
| 601-0000-28160 | Automatic Invoice From Payroll, Vendor 100061 | BLUE CROSS - BLUE SHIELD     | PR-102320258301  | \$4,444.00  |
| 601-0000-28160 | Automatic Invoice From Payroll, Vendor 100061 | BLUE CROSS - BLUE SHIELD     | PR-102320258301  | \$869.50    |
| 601-0000-28160 | Automatic Invoice From Payroll, Vendor 100061 | BLUE CROSS - BLUE SHIELD     | PR-102320258301  | \$841.00    |
| 601-0000-28160 | Automatic Invoice From Payroll, Vendor 100061 | BLUE CROSS - BLUE SHIELD     | PR-102320258301  | \$517.00    |
| 601-0000-28160 | Automatic Invoice From Payroll, Vendor 100061 | BLUE CROSS - BLUE SHIELD     | PR-102320258301  | \$1,512.00  |

Operator: jhernandez

10/23/2025 9:18:25 AM

Page 7 of 8

Report ID: APLT33D

Invoices Selected for Payment - By Department

City of Liberal, KS

| Ledger         | Description                                   | Vendor Name                | Invoice          | Amount     |
|----------------|-----------------------------------------------|----------------------------|------------------|------------|
| 601-0000-28165 | Automatic Invoice From Payroll, Vendor 100693 | AFLAC INSURANCE COMPANY    | PR-102320258303  | \$1,162.86 |
| 601-0000-28165 | Automatic Invoice From Payroll, Vendor 100693 | AFLAC INSURANCE COMPANY    | PR-102320258303  | \$4,272.14 |
| 601-0000-28171 | Automatic Invoice From Payroll, Vendor 107680 | STANDARD INSURANCE COMPANY | PR-1023202583012 | \$673.23   |
| 601-0000-28176 | Automatic Invoice From Payroll, Vendor 102054 | BROWN'S SHOE FIT           | PR-102320258305  | \$433.69   |
| 601-0000-28176 | Automatic Invoice From Payroll, Vendor 107782 | HAT CREEK BUTCHERY LP      | PR-1023202583013 | \$208.73   |
| 601-0000-28192 | Automatic Invoice From Payroll, Vendor 100695 | SEWARD COUNTY UNITED WAY   | PR-102320258304  | \$500.00   |
| 722-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES              | PR-102320258307  | \$31.38    |
| 722-0000-20100 | Automatic Invoice From Payroll, Vendor 107263 | FEDERAL TAXES              | PR-102320258307  | \$134.16   |
| 722-0000-20100 | Automatic Invoice From Payroll, Vendor 100237 | KANSAS PUBLIC EMPLOYEES    | PR-102320258302  | \$247.92   |

Subtotal for Department 0000 : \$281,304.49

Grand Total : \$281,304.49

| Department Totals |                   |                  |
|-------------------|-------------------|------------------|
| Department        | Dept. Description | Department Total |
| 0000              | NONDEPARTMENTAL   | \$281,304.49     |
| Grand Total:      |                   | \$281,304.49     |



**CITY OF LIBERAL  
CITY COMMISSION MEETING  
November 11, 2025  
AGENDA ITEM #**

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

Date: November 11, 2025

From:

RE: ADJOURNMENT

**Recommendation:**