



## MEETING OF THE COUNCIL MEETING

Council Chambers, City Hall – 131 N Main St

September 09, 2021 at 7:00 PM

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### AGENDA

HONORABLE MAYOR MIZE AND MEMBERS OF THE COUNCIL

CALL REGULAR MEETING TO ORDER

MEMBERS PRESENT

PRAYER

PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

PUBLIC HEARING

**A) PUBLIC HEARING FOR REVENUE NEUTRAL RATE**

The hearing is for public comments on the proposed mill levy to exceed the Revenue Neutral rate of 57.967. The budget summary was published in the Times Sentinel on August 26th, 2021 and on the City of Cheney's website advertising this public hearing and setting the 2022 mill levy at 60.378.

Motion: Close the Revenue Neutral Rate Hearing at \_\_\_ pm.

**B) RESOLUTION NO. 307-2021: A RESOLUTION OF THE CITY OF CHENEY, KANSAS TO LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE**

The Revenue Neutral Rate was calculated at 57.967 mills by the Sedgwick County Clerk. The proposed budget sets the mill levy at 60.378. The Resolution will need to be adopted in order for the Mill levy to be set above the Revenue Neutral Rate of 57.967.

Motion: Adopt Resolution No. 307-2021 to Levy a Property tax rate exceeding the Revenue Neutral Rate

**C) PUBLIC HEARING ON THE PROPOSED 2022 CITY OF CHENEY BUDGET**

The hearing is for public comments on the proposed 2022 City of Cheney Budget. The budget summary was published in the Times Sentinel on August 26th, 2021 and on the City of Cheney's website advertising this public hearing. The mill levy published on the Budget Summary cannot be increased, but can be decreased.

Motion: Close the Public Hearing on the Proposed 2022 Budget at \_\_\_ pm.

## **DETERMINE AGENDA ADDITIONS**

### **CONSENT AGENDA**

*All matters listed on the Consent Agenda are considered one motion and will be enacted by one motion. There will be no separate discussion on these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*

#### **A) Building Permits**

Fence Permit - 217 N Marshall - Christopher Construction  
Sprinkler - 427 N Adams - Bapson Landscape Mgmt  
Building Permit - 449 E Quail Run Ct - Greg Rosenhagen  
Sign Permit - 202 N Main - Don Albers  
Curb Cut - 744 Wolf - Steve Zimmerman  
Building Permit - 416 Jefferson - John Hemken  
Building Permit - 210 E South Ave - JYC Construction  
Fence Permit - 214 Taylor St - Chris Harris  
Roofing Permit - 300 Greenwood Ct - Farha Roofing  
Fence Permit - 215 N Wolf St - American Fence  
Shed Permit - 627 W 2nd Ave - Jackson Chance  
Roofing Permit - 314 N Marshall - Partridge Roofing Services

**B)** August 12, 2021 Minutes

**C)** Bills List August 31, 2021

### **PUBLIC AGENDA** *(Please limit comments to 5 minutes)*

*Kennedy Eastman- DARE Essay*

### **OLD BUSINESS**

### **NEW BUSINESS**

- 1) CONSIDERATION OF ADOPTING THE 2022 BUDGET**The 2022 budget was discussed at the July 15, 2021 City Council meeting. The summary and notification of public hearing was published in the Times Sentinel Newspaper on August 26th, 2021 and a public hearing for the budget and exceeding the Revenue Neutral rate was held earlier in this meeting. The proposed mill levy of 60.378 exceeds the Revenue Neutral Rate of 57.967. The 2021 mill levy was set at 60.608 and the mill levy has remained steady at around 60 mills since 2016.

Motion: Adopt the 2022 budget as (presented)/(amended).

- 2) CONSIDERATION OF VOLUNTEER TRANSPORTATION SERVICES AGREEMENT WITH SEDGWICK COUNTY, KANSAS**

In June 2020, the City entered into an Agreement with Sedgwick County allowing the Senior Center to coordinate volunteer transportation services. A volunteer at the Senior Center acts as the coordinator and provides rides to non-family members. The County reimburses the Senior Center \$7.00 per coordinated ride, not to exceed \$2,975. Sedgwick County has requested the agreement be renewed.

Motion: Approve the agreement and authorize the Mayor to sign.

**3) CONSIDERATION OF AGREEMENT WITH KDOT FOR COST SHARE PROGRAM**

The City of Cheney has been award a Cost Share Grant for the construction of a 6' wide sidewalk along Main Street to the Activities Complex on South Main. The grant covers construction costs and was awarded in the amount up to \$115,923 with a 10% local cash match. The city is responsible for covering the costs of preliminary and design engineering, right-of-way, utilities, non-participating items and all costs exceeding the awarded amount. The bid will need to be let within 6 months of January 2022.

Motion: Approve the Agreement with Kansas Department of Transportation for the Cost Share Grant and authorize the Mayor to sign.

**4) CONSIDERATION OF VOTING DELEGATE FOR THE LEAGUE MEETING OCTOBER 9-11, 2021.**

Each year the Council elects a voting delegate and alternate delegate for the Annual League meeting to represent the City.

Motion: Elect \_\_\_\_\_ as the voting delegate and \_\_\_\_\_ as the alternate.

**5) CONSIDERATION OF EXTENDING THE LOCAL EMERGENCY DISASTER PROCLAMATION**

A Proclamation for COVID-19 was adopted for 180 days on March 18th, 2020, extended on September 10th and again on March 11th 2021 and is now set to expire.

Motion: Adopt the Local Emergency Proclamation for 180 days.

**REPORTS**

**Police Report**

[6\)](#) Court Report

[7\)](#) Police Report

**Fire Report**

[8\)](#) Fire Report

**Maintenance Report**

[9\)](#) Gas Report

[10\)](#) Water Report

[11\)](#) Maintenance Report

[12\)](#) Trash Report

**Golf Course Report**

[13\)](#) Golf Report

**Administrator's Report**

[14\)](#) Admin Report

[15\)](#) Swimming Pool Data

[16\)](#) Vaccine Clinic

**ATTORNEY'S ITEMS**

**MAYOR'S ITEMS**

Mayor Philip Mize

**COUNCIL ITEMS**

Councilmember Albers

Councilmember Gile

Councilmember Graf

Councilmember Kampling

Councilmember Williams

**EXECUTIVE SESSION**

**ADJOURN**

Notice: It is possible that sometime between 6:30 and 7:00 PM immediately prior to this meeting, during breaks, and directly after the meeting, a majority of the Governing Body may be present in the council chambers, break area, or lobby of City Hall. No one is excluded from these areas at any time.

Resolution No. 307-2021

**A RESOLUTION OF THE CITY OF CHENEY, KANSAS TO LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE;**

**WHEREAS**, the Revenue Neutral Rate for the City of Cheney was calculated as 57.967 mills by the Sedgwick County Clerk; and

**WHEREAS**, the budget proposed by the Governing Body of the City of Cheney will require the levy of a property tax rate exceeding the Revenue Neutral Rate; and

**WHEREAS**, the Governing Body held a hearing on September 9, 2021 allowing all interested taxpayers desiring to be heard an opportunity to give oral testimony; and

**WHEREAS**, the Governing Body of the City of Cheney, having heard testimony, still finds it necessary to exceed the Revenue Neutral Rate.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CHENEY:**

The City of Cheney shall levy a property tax rate exceeding the Revenue Neutral Rate of 57.967 mills.

This resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until future action is taken by the Governing Body.

**ADOPTED** this 9th day of September, 2021and **SIGNED** by the Mayor.

\_\_\_\_\_  
Mayor

Attested:

\_\_\_\_\_  
City Clerk



# COUNCIL MEETING

Council Chambers, City Hall – 131 N Main St  
August 12, 2021 at 7:00 PM

## MINUTES

### HONORABLE MAYOR MIZE AND MEMBERS OF THE COUNCIL

#### CALL REGULAR MEETING TO ORDER

#### MEMBERS PRESENT

Mayor Philip Mize called the meeting to order at 7:00 pm. Council members Jeff Albers, Kassie Gile, Ryan Graf, and Greg Williams were present. Staff present were City Administrator/Clerk Danielle Young, Acting City Attorney Tricia Parker, Police Chief Ken Winter, Maintenance Superintendent/Fire Chief Jerry Peitz and Director of Golf Kevin Fowler. Guests present were John McKee and Rosanne Wolf

#### PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

#### DETERMINE AGENDA ADDITIONS

#### CONSENT AGENDA

*All matters listed on the Consent Agenda are considered one motion and will be enacted by one motion. There will be no separate discussion on these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*

- A) July 15, 2021 Council Minutes
- B) Building Permits**
  - Fence - 220 N Filmore - Fuqua Remodeling
  - Car Port - 525 Shadybrook - Kevin Marsh
- C) Bills List

Motion made by Councilmember Albers, Seconded by Councilmember Williams.  
Voting Yea: Councilmember Williams, Councilmember Albers, Councilmember Gile, Councilmember Graf

#### PUBLIC AGENDA *(Please limit comments to 5 minutes)*

John McKee addressed the Council and said he started coming to the Council meetings when the RV parking issue was brought up a few months prior. He was disappointed, insulted, and challenged. He felt he was challenged to bring specifics to the meeting instead of generalities. He has had some personal experiences that he wanted to share. McKee stated he had visited with the Council members on the phone and got more input and knowledge of how they operate. He learned that their intent is good, but sometimes the optics are not as good as their intent.

McKee stated for the 2nd time in the same year, he's received a complaint about an abandoned vehicle. The first time he came in and talked to the Chief and caught him up on what was going and it went away. This time it came up he was not at home when they came by to issue the notice, so they stuck it in the door and then they went around looking at his vehicles and into the back yard looking at his vehicles to see if they were tagged. It set his dogs off and they went nuts and his neighbor called to tell John that there were people on his place. He came and asked about it and found the form in the bushes that had blown off the door. John asked why are the police officers doing code enforcement as it creates negative

feelings with the community. He expected someone to call him, tape it to the door, or send it in the mail. John thought they could have gone to their report system and found if it was licensed and tagged. He feels it was abuse of power for them to come out and comb his property when he was not there looking for additional problems. He was told they do this when they get call ins and do it on a regular basis as they drive around town. McKee thought that needed to be revisited as the info they were looking for could have been found in the system. McKee stated he brought information down and showed the tag and insurance and found that the issue was he hadn't put the tag on the vehicle. McKee said he had not been using the vehicle, so he had not put the tag on it. He put the batteries in and showed they are not abandoned and running. McKee thought public opinion is a big deal and keeps relationships between law enforcement and public as kosher. McKee was informed his 5 minutes were up.

Mayor asked him if he had found his phone and he said no, but it would turn up.

## **OLD BUSINESS**

## **NEW BUSINESS**

### **CONSIDERATION OF ORDINANCE 936 REGULATING PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF CHENEY, KANSAS; INCORPORATING BY REFERENCE THE "UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES," EDITION OF 2021, WITH CERTAIN CHANGES AND ADDITIONS; AND REPEALING SECTION 1 OF ORDINANCE NUMBER 928 AND ALL OTHER CONFLICTING ORDINANCES.**

Motion: Adopt Ordinance 936 for the Uniform Public Offense Code for Kansas cities.

Motion made by Councilmember Williams, Seconded by Councilmember Gile.

Voting Yea: Councilmember Williams, Councilmember Albers, Councilmember Gile, Councilmember Graf

### **CONSIDERATION OF ORDINANCE 937 REGULATING TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF CHENEY, KANSAS; INCORPORATING BY REFERENCE THE "STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES," EDITION OF 2021, WITH CERTAIN CHANGES AND ADDITIONS; AND REPEALING SECTION 1 OF ORDINANCE NUMBER 929 AND ALL OTHER CONFLICTING ORDINANCES**

Motion: Adopt Ordinance 937 the Standard Traffic Ordinance Code for Kansas cities.

Motion made by Councilmember Albers, Seconded by Councilmember Graf.

Voting Yea: Councilmember Williams, Councilmember Albers, Councilmember Gile, Councilmember Graf

## **DISCUSSION OF AMERICAN RESCUE PLAN FUNDS**

Young explained that the City of Cheney is set to receive \$328,748.20 in American Rescue Fund Plans in two separate payments. There are many requirements, stipulations, and guidance to review on determining how funds can be spent in the community. The timeframe began in March and ends Dec 31, 2024 or if funds have been obligated in 2024, the date extends to 2026. There are a lot of internal controls that the City will need to meet, such as monitoring, cost principles, and procurement policy. Young discussed the difference between using money with sub-recipients or vendors. The various project categories will be discussed about the different project ideas.

Councilmember Jeff Albers asked if money was going to be spent to hire additional people just to meet guidelines. Young stated that a lot of staff time has already gone into trying to determine how the funds can be spent and the stipulations. Young did not ask Council to make a decision on how to spend the money, she just wanted to share the knowledge she had and general guidelines on what it can be spent on, to weed out projects. The money has been placed in an interest-bearing account and the city gets to keep the interest that is earned. Young reviewed the four statutorily guidelines on what the money could be spent on. Young mentioned that the State and County are already supplying assistance to people and programs that fall under the guidelines and the city wouldn't want to duplicate services. Young mentioned that choosing to provide funds to individuals or businesses, they will need to show how they were impacted by COVID, and the City would need to set up grant criteria. Young believed that using the funds for public safety personnel would need to be for those dealing with COVID directly.

Young stated she would first like to look at using the funds towards Revenue Loss, comparing pre-pandemic revenues with a 4% escalator. Loss revenue funds could then be used for allocated government services, which appears to be most departments within the general fund.

Investments in water, sewer and broadband. Young believed residents within Cheney already received the minimum requirement of broadband, so the community wouldn't meet the underserved definition to do broadband upgrades. For water and sewer infrastructure, projects under the Clean Water State Revolving Fund or Drinking Water State Revolving Fund would be allowable, such as energy or water conservation, wastewater treatment, repairing or replacing lagoons. Council member Albers asked about the audit that we just had at the sewer lagoons and if funds could be used for a new liner project. Funds could also be used for water mains, hydrants, security measures, renewable energy, utility energy audits, SKAET systems, generators.

Ineligible projects needed to serve future population growth, fire protection, reduce tax revenue, pension funds, debt service or place in reserve funds. Young stated there is some guidance she's watching regarding mental health and outdoor recreational purposes. Young said if Council thinks of any items that they think might fall under the guidelines, she could add it to the list. Young did not see an urgency on spending the funds and could try to fill in the needs for items the State and County does not cover.

Councilmember Albers didn't think the City should get in a hurry and should wait and see if rules change. Attorney Tricia Parker mentioned that the County uses a consultant on guidance regarding what funds can and cannot be used for.

#### **AGREEMENT AND ACCEPTANCE OF SOUTHERN STAR CENTRAL GAS PIPELINE TRANSPORTATION SERVICE AGREEMENT**

The City needs to execute the agreement for KMGa to secure the firm transport on the Southern Star pipeline for the upcoming winter season. Young explained that the agreement would give the City "firm" transport rather than "secondary" transport. Firm transport is the top priority with the pipeline and rarely sees cuts, where those on "interruptible" and "Secondary" have lower priority and can have cuts of scheduled supply when there is not adequate supply coming into their pipeline due to maintenance, unexpected constraints (line rupture), or freeze-offs.

Calculations from KMGa show the City would pay \$14,128 for the firm transport contract and last winter's season we paid \$13,821 for secondary transport. Overrun charges, days where the City exceeds the contracted amount will be managed through KMGa and will utilize other city volumes. Days that KMGa would utilize the overrun from the contracted daily volume, would be if a cold snap hit and OFO is ordered. The overrun charge is the same rate at .23/mmBtu.

Councilmember Albers stated that the City can't control what happened this past February and the City needs to make sure that gas doesn't get cut off in the future. It was asked if the City could negotiate the rate and if the 1 year contract was renewable.

Motion: Agree and accept the Southern Star Central Gas Pipeline Transportation Service Agreement subject to legal review. Motion made by Councilmember Albers, Seconded by Councilmember Graf.

Voting Yea: Councilmember Williams, Councilmember Albers, Councilmember Gile, Councilmember Graf

#### **REPORTS**

##### **Police Report**

Chief Winter stood for questions on his report. Councilmember Jeff Albers said they did a great job covering the first day of school.

##### **Fire Report**

Chief Jerry Peitz reported that staff would meet with the new County EMS interim director next week. It was discussed that the hood is up on the County EMS vehicle due to it idling during the day. Peitz said the trickle chargers hadn't been installed by the County.



Peitz said they received pricing back on the Fire Station, but they had questions about the increased costs and didn't have anything formal to present.

### **Maintenance Report**

Maintenance Superintendent Jerry Peitz thought they would finish sandblasting the interior of the water tower by August 13th. Then the material will be bucketed out and painted early next week. After that it will sit a minimum of 7 days before disinfecting it; therefore, the water tower is looking at being down another 9-11 days as the company is short staffed and they apologized.

Peitz reported that the tech guy from Comm-tronix had been working on their telemetry system. Peitz discussed the VFD on Well 11 and mentioned putting a VFD on Well 9 and 10 as well to help save wear and tear on the pump and motor. Comm-tronix is located in Wichita and has access to constantly monitor them. The cost is estimated at \$7,500 each and the city could save more money if they did two at one time. It was mentioned the slamming of the existing VFD was putting a lot of pressure on our mains and thought the city should look into the other VFDs in the near future.

Peitz was unable to order the new pick-up, due to Chevy moving the order date. Peitz asked Lubbers about the Chevy plants closing and they didn't think that would be a problem on getting the new truck in.

### **Golf Course Report**

Director of Golf Kevin Fowler corrected his report regarding revenues. He discussed Army worms invading the golf course and residential yards and hopes they don't return in the fall. They will aerate the greens at the first of week and he has lost most of his help since school started.

### **Administrator's Report**

Administrator Young stated that the closing to purchase Santa Fe property has been moved back to August 30<sup>th</sup> as they were waiting for written notice to remove the siding track from the property.

The unemployment rate has drastically increased for next year. Young has reached out to the State and LKM and found that the government rated employers increased. Potentially the unemployment cost could go up \$40,000 for next year, or \$13,000 at the minimum. Young stated this will be a hit to next year's budget, that was already presented last month where the mill levy was set. Will have to lower expenses out of other line items to account for

Swimming pool August 22<sup>nd</sup> will have Dog Days.

Vaccine Clinic on August 19<sup>th</sup> through Sedgwick County at Cheney Fire Station.

Pool committee meeting on August 16<sup>th</sup> to discuss feedback from the surveys and meet with consultant.

National Night Out Block parties are this weekend. There are 3 parties scheduled. If Council members can meet at City Hall at 6 pm and can then go out and visit the different block parties.

SBA has asked about the cell tower lease the City Hall. They reach out and ask to extend the lease. Currently the lease is 782/month with 3% escalator and is good through 2032. They want to buy out the lease and offered it might be around \$150,000. A few years ago the City extended the lease out. It was discussed the likelihood of the lease going away in the future and no decision was made on the lease.

There was a prior agreement between the City and Fairgrounds to provide water at no charge to the fairgrounds. Young stated there is a water leak at the fairgrounds that has been going on a long time and has grown substantially, so the City shut off the water to the fairgrounds until it is repaired. The City is able to see the leak through their auto-read water meter, but the Fairgrounds is unable to locate it to fix anything since it is not visible above ground. The leak escalated after the fair and they've found additional leaks in other areas than what was leaking prior to the fair.

Young stated there was a request to close the alley on Sept 25<sup>th</sup> for the auction of the property between 1<sup>st</sup>/2<sup>nd</sup> and between Main/Marshall. It will close around 8 am and adjacent property owners have been contacted about it being

closed. Young stated it was procedure to get approval on closing the alley and everyone was in agreement to allow the closure as long as other businesses were okay with it.

Young stated she had been working on a Developer's Agreement for the next Phase at the Back 9. It was brought up by the current owner, Lehner, that he currently has a letter of credit for the City and it's holding up the sale of the property. Lehner has asked for the letter of credit to be released. Attorney Parker suggested only releasing the letter of credit upon closing.

Young stated there is still a total amount of \$93,000 on all special assessments owed for the lots that have not been developed. Young said at closing back taxes and pro-rated taxes for this year would have to be paid and thought \$64,000 would still be owed in special assessments. Councilmember Albers asked why City couldn't draw on letter of credit for the back taxes before closing. Young explained the letter of credit is in Lehner's name and Attorney Parker stated an agreement would have to be done prior to closing. Albers thought it should be settled at closing and funds directed to City or draw on line of credit and then Lehner would have to take it up with Back 9 LLC. Albers didn't think letter of credit could be released until transaction was completed. Young asked about the balance of the specials still owed. The city is working on a developer's agreement with the new developer requiring 35% of the cost of all lots in Phase 2 for the letter of credit. The 35% is based off of what other cities are requiring developers. Young had not received estimated costs yet. The new developer will not own all lots in Phase 2, as there are 29 total lots, but 11 lots are owned by others.

Albers thought the potential new owners would have to provide a letter of credit. Young stated the Plan was to develop Phase 2 and then Phase 3 would be done once a percentage of Phase 2 are sold. Young explained that the question is what Council wants to do about the balance of approximately \$64,000 in existing Specials that have already been assessed. Albers asked if the City had agreed to 35% in the original agreement. Young stated that was not the agreement, but has been told that no developer will agree to those prior terms.

Albers wanted a letter of credit for 100% and didn't think the City should release the current letter of credit without a requirement of the new developer. Young stated the existing specials covered drainage and lift station and the new agreement would cover additional costs, such as the roads, water, and sewer. Albers thought 35% of the new infrastructure plus the remaining balance. Albers didn't think we should walk away from the original amount of the special assessments and needed to watch out for the City. Young stated they want to close within the next few weeks, but didn't think City should expose themselves to 100% of the risk. Mayor and Albers discussed the need to focus on Phase 2 and existing specials and determining Phase 3 guidelines later.

Young recapped that Council seemed to be in agreement that the letter of credit be released upon closing, but asked about the requirement for the new developer on covering the new and existing specials. Albers stated the current letter of credit covers the City for 100% of the costs because of prior performance by current developer. Albers wanted to give the new developer a clean slate. Young stated she had negotiated the 35% of the total cost with the new developer and he was not willing to agree to a 50% requirement. Councilmember Albers thought the new owner should be required to have a letter of credit to cover 35% of new money plus the full balance of existing special assessments that are left. Council agreed to waive the sidewalk requirement for a letter of credit in the full amount of specials remaining. Council requested to see the costs of the estimated improvements. Albers doesn't want the City to end up in a worse position because the property is being sold to a new developer. Mayor asked how much is the City willing to risk for the new development?

The City has agreed to install the natural gas at City's cost. Another requirement the City's zoning codes has is the installation of sidewalks, but the first phase of the development was not required to install sidewalks. Young asked Council about the sidewalk requirement and since there are no existing sidewalks that would tie in to the new Phase 2 sidewalks. Council mentioned they would waive the requirement upon agreement of the letter of credit.

#### **ATTORNEY'S ITEMS**

Attorney Tricia Parker sat in for Attorney Austin Parker.

#### **MAYOR'S ITEMS**

Mayor Philip Mize had nothing to report.

**COUNCIL ITEMS**

Councilmember Albers had nothing to report.

Councilmember Gile asked about contacting the property owner who owns the bushes south of Benny’s to have them trimmed back away from the sidewalk.

Councilmember Graf had nothing to report.

Councilmember Kampling had nothing to report.

Councilmember Williams had nothing to report.

Councilmember Kampling was absent.

**EXECUTIVE SESSION**

Motion: City Council enter into executive session to discuss personnel matters related to non-elected personnel of the police department pursuant to KSA 75-4319(b)(1) with Attorney Parker, Police Chief Winter, and Administrator Young for 15 minutes at 8:47 pm.

Motion made by Councilmember Gile, Seconded by Councilmember Graf.

Voting Yea: Councilmember Williams, Councilmember Albers, Councilmember Gile, Councilmember Graf

**ADJOURN**

Motion made by Councilmember Gile, Seconded by Councilmember Graf to adjourn the meeting at 9:05 pm.

Voting Yea: Councilmember Williams, Councilmember Albers, Councilmember Gile, Councilmember Graf



Philip Mize, Mayor

Attest:

Danielle Young, City Clerk

**INVOICE APPROVAL LIST BY FUND REPORT**

Date: 08/31/2021  
 Time: Item C)  
 Page: 1

City of Cheney

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
<b>Fund: 010 GENERAL OPERATING</b>							
<b>Dept: 000.000</b>							
010-000.000-429.000	SWIMMING POC PETTY CASH FUND///		MONTHLY CHECKBOOK	0	08/27/2021	08/27/2021	85.00
							<b>85.00</b>
						<b>Total Dept. 000000:</b>	<b>85.00</b>
<b>Dept: 001.000 GENERAL</b>							
010-001.000-714.100	LIFE INSURANC KCL GROUP BENEFITS		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	15.29
							<b>15.29</b>
010-001.000-726.000	OTHER COMMC SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	08/30/2021	08/30/2021	10.82
							<b>10.82</b>
010-001.000-734.000	INSURANCE & E EMC INSURANCE COMPANIES// EMC INSURANCE COMPANIES//		MONTHLY STATEMENT LIABILITY AUDIT	0 0	08/27/2021 08/27/2021	08/27/2021 08/27/2021	1,597.34 -290.00
							<b>1,307.34</b>
010-001.000-735.200	ELECTRIC SER\ EVERGY		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	587.80
							<b>587.80</b>
010-001.000-735.300	CITY UTILITIES CHENEY MUNICIPAL UTILITIES/		MONTHLY STATEMENT	0	08/30/2021	08/30/2021	10.00
							<b>10.00</b>
010-001.000-737.000	OTHER CONTR\ SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	08/30/2021	08/30/2021	13.98
							<b>13.98</b>
010-001.000-737.100	POSTAGE PETTY CASH FUND///		MONTHLY CHECKBOOK	0	08/27/2021	08/27/2021	63.10
							<b>63.10</b>
010-001.000-738.000	ADVERTISING TIMES SENTINEL		BUDGET ADVERTISING	0	08/30/2021	08/30/2021	182.25
							<b>182.25</b>
						<b>Total Dept. GENERAL:</b>	<b>2,190.58</b>
<b>Dept: 002.000 POLICE</b>							
010-002.000-714.100	LIFE INSURANC KCL GROUP BENEFITS		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	20.95
							<b>20.95</b>
010-002.000-715.000	UNIFORMS AND GALLS INC.///		POLICE UNIFORMS	0	08/30/2021	08/30/2021	247.63
							<b>247.63</b>
010-002.000-718.000	OFFICE SUPPLI QUILL CORPORATION/// QUILL CORPORATION///		OFFICE SUPPLIES-POLICE OFFICE SUPPLIES	0 0	08/27/2021 08/27/2021	08/27/2021 08/27/2021	127.99 127.99
							<b>255.98</b>
010-002.000-722.000	SMALL TOOLS & THE RADAR SHOP		POLICE TOOLS	0	08/30/2021	08/30/2021	172.50
							<b>172.50</b>
010-002.000-726.000	OTHER COMMC LEAGUE OF KANS MUNICIPALIT NBC3 LLC		STO'S UPOC'S POLICE CAR WASHES	0 0	08/27/2021 08/30/2021	08/27/2021 08/30/2021	255.00

INVOICE APPROVAL LIST BY FUND REPORT

Date: 08/24/2021  
 Time: 1:05 PM  
 Page: 2

City of Cheney

Item C

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							<b>434.70</b>
010-002.000-730.000	PROFESSIONAL OPTIV SECURITY INC		POLICE SERVICES	0	08/27/2021	08/27/2021	101.68
							<b>101.68</b>
010-002.000-732.000	DUES AND TRA UNIVERSITY OF KANSAS		CLASS FOR MARIO	0	08/27/2021	08/27/2021	35.00
							<b>35.00</b>
010-002.000-733.000	TRAVEL EXPEN MARTINEZ/MARIO//		TRAVEL EXPENSE FOR MARIO	0	08/31/2021	08/31/2021	42.00
							<b>42.00</b>
010-002.000-734.000	INSURANCE & E EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	1,020.69
							<b>1,020.69</b>
010-002.000-735.200	ELECTRIC SER EVERGY		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	99.28
							<b>99.28</b>
010-002.000-736.000	BUILDING/GRO SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	08/30/2021	08/30/2021	29.01
							<b>29.01</b>
010-002.000-737.000	OTHER CONTR UNIQUE ENTERPRISES		POLICE SERVICES	0	08/30/2021	08/30/2021	235.00
							<b>235.00</b>
010-002.000-738.000	ADVERTISING TIMES SENTINEL		STO'S	0	08/27/2021	08/27/2021	117.00
							<b>117.00</b>
						<b>Total Dept. POLICE:</b>	<b>2,811.42</b>
<b>Dept: 002.100 MUNICIPAL COURT</b>							
010-002.100-733.000	TRAVEL EXPEN SO CENTRAL KS COURT SERVI		TRAVEL EXPENSE FOR CHRIS	0	08/27/2021	08/27/2021	44.80
							<b>44.80</b>
010-002.100-737.000	OTHER CONTR GOFF/REGINA// LYNN/LOIS//		COURT ATTORNEY COURT ATTORNEY	0 0	08/27/2021 08/27/2021	08/27/2021 08/27/2021	400.00 200.00
							<b>600.00</b>
010-002.100-737.100	POSTAGE PETTY CASH FUND///		MONTHLY CHECKBOOK	0	08/27/2021	08/27/2021	6.40
							<b>6.40</b>
						<b>Total Dept. MUNICIPAL COURT:</b>	<b>651.20</b>
<b>Dept: 003.000 FIRE</b>							
010-003.000-726.000	OTHER COMMC SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	08/30/2021	08/30/2021	60.42
							<b>60.42</b>
010-003.000-732.000	DUES AND TRA EWY/MACAY//		EMT TESTING	0	08/27/2021	08/27/2021	148.00
							<b>148.00</b>
010-003.000-734.000	INSURANCE & E EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	1,050.00

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010-003.000-735.100	TELEPHONE AT&T #3///		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	449.23
							<b>449.23</b>
010-003.000-735.200	ELECTRIC SER\ EVERGY		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	378.71
							<b>378.71</b>
010-003.000-735.300	CITY UTILITIES CHENEY MUNICIPAL UTILITIES/		MONTHLY STATEMENT	0	08/30/2021	08/30/2021	13.00
							<b>13.00</b>
010-003.000-739.000	EQUIPMENT PA FARM SUPPLY LLC		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	9.79
							<b>9.79</b>
						<b>Total Dept. FIRE:</b>	<b>2,317.53</b>
<b>Dept: 004.000 PARKS &amp; POOLS</b>							
010-004.000-724.000	ITEMS PURCHA SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	08/30/2021	08/30/2021	54.94
							<b>54.94</b>
010-004.000-726.000	OTHER COMMC PETTY CASH FUND///		MONTHLY CHECKBOOK	0	08/27/2021	08/27/2021	-75.00
							<b>-75.00</b>
010-004.000-734.000	INSURANCE & E EMC INSURANCE COMPANIES// EMC INSURANCE COMPANIES//		MONTHLY STATEMENT LIABILITY AUDIT	0 0	08/27/2021 08/27/2021	08/27/2021 08/27/2021	320.97 -89.00
							<b>231.97</b>
010-004.000-735.100	TELEPHONE COX COMMUNICATIONS		POOL PHONE	0	08/27/2021	08/27/2021	57.03
							<b>57.03</b>
010-004.000-735.200	ELECTRIC SER\ EVERGY		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	725.05
							<b>725.05</b>
010-004.000-735.300	CITY UTILITIES CHENEY MUNICIPAL UTILITIES/		MONTHLY STATEMENT	0	08/30/2021	08/30/2021	20.27
							<b>20.27</b>
010-004.000-739.000	EQUIPMENT PA SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	08/30/2021	08/30/2021	490.00
							<b>490.00</b>
						<b>Total Dept. PARKS &amp; POOLS:</b>	<b>1,504.26</b>
<b>Dept: 005.000 STREET LIGHT</b>							
010-005.000-735.000	PUBLIC UTILITY EVERGY		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	3,501.42
							<b>3,501.42</b>
						<b>Total Dept. STREET LIGHT:</b>	<b>3,501.42</b>
<b>Dept: 006.000 STREET MAINT.</b>							
010-006.000-715.000	UNIFORMS AND ARAMARK		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	23.04
							<b>23.04</b>
010-006.000-726.000	OTHER COMMC ARAMARK		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	

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							<b>71.76</b>
010-006.000-734.000	INSURANCE & E EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	424.53
							<b>424.53</b>
010-006.000-739.000	EQUIPMENT PA FARM SUPPLY LLC		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	108.93
							<b>108.93</b>
010-006.000-746.000	INTERFUND TR. REIS/RICK//		SIDEWALK GRANT	0	08/27/2021	08/27/2021	750.00
							<b>750.00</b>
							<b>Total Dept. STREET MAINT.: 1,378.26</b>
<b>Dept: 008.000 SENIOR CITIZENS</b>							
010-008.000-734.000	INSURANCE & E EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	137.00
							<b>137.00</b>
010-008.000-735.200	ELECTRIC SER\N EVERGY		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	179.05
							<b>179.05</b>
010-008.000-735.300	CITY UTILITIES CHENEY MUNICIPAL UTILITIES/		MONTHLY STATEMENT	0	08/30/2021	08/30/2021	20.27
							<b>20.27</b>
010-008.000-736.000	BUILDING/GROU FARM SUPPLY LLC QUILL CORPORATION///		MONTHLY STATEMENT OFFICE SUPPLIES	0 0	08/27/2021 08/30/2021	08/27/2021 08/30/2021	4.59 77.97
							<b>82.56</b>
							<b>Total Dept. SENIOR CITIZENS: 418.88</b>
<b>Dept: 012.000 GOLF COURSE</b>							
010-012.000-714.100	LIFE INSURANC KCL GROUP BENEFITS		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	12.57
							<b>12.57</b>
010-012.000-719.000	GAS & OIL FARM SUPPLY LLC		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	41.94
							<b>41.94</b>
010-012.000-726.000	OTHER COMMC FARM SUPPLY LLC SAM'S CLUB MASTERCARD		MONTHLY STATEMENT MONTHLY STATEMENT	0 0	08/27/2021 08/30/2021	08/27/2021 08/30/2021	14.68 27.18
							<b>41.86</b>
010-012.000-730.000	PROFESSIONAL ARAMARK SCHUELLER/IRVIN//		MONTHLY STATEMENT GOLF LESSONS	0 0	08/27/2021 08/27/2021	08/27/2021 08/27/2021	92.56 80.00
							<b>172.56</b>
010-012.000-733.000	TRAVEL EXPEN FOWLER/KEVIN// FOWLER/KEVIN//		TRAVEL EXPENSES FOR KEVIN TRAVEL FOR KEVIN	0 0	08/27/2021 08/30/2021	08/27/2021 08/30/2021	28.00 25.76
							<b>53.76</b>
010-012.000-734.000	INSURANCE & E EMC INSURANCE COMPANIES// EMC INSURANCE COMPANIES//		MONTHLY STATEMENT LIABILITY AUDIT	0 0	08/27/2021 08/27/2021	08/27/2021 08/27/2021	1,501.36

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010-012.000-735.200	ELECTRIC SER\						
	EVERGY		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	4,225.48
							<b>4,225.48</b>
010-012.000-735.300	CITY UTILITIES						
	CHENEY MUNICIPAL UTILITIES/		MONTHLY STATEMENT	0	08/30/2021	08/30/2021	76.81
							<b>76.81</b>
010-012.000-736.000	BUILDING/GROU						
	FARM SUPPLY LLC		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	62.17
	REDBIRD SERVICE CO		GOLF COURSE REPAIRS	0	08/27/2021	08/27/2021	96.00
							<b>158.17</b>
010-012.000-736.100	GOLF COURSE						
	CENTRAL SAND CO INC		GOLF COURSE MAINTENANCE	0	08/27/2021	08/27/2021	118.00
	CENTRAL SAND CO INC		GOLF COURSE MAINTENANCE	0	08/27/2021	08/27/2021	219.24
	MIDWEST TURF		GOLF COURSE MAINTENANCE	0	08/30/2021	08/30/2021	2,400.00
							<b>2,737.24</b>
010-012.000-736.110	GOLF COURSE						
	HELENA AGRI-ENTERPRISES LI		GOLF COURSE CHEMICALS	0	08/27/2021	08/27/2021	985.00
	HELENA AGRI-ENTERPRISES LI		GOLF COURSE CHEMICALS	0	08/27/2021	08/27/2021	2,386.60
	SITEONE LANDSCAPING SUPPL		GOLF COURSE CHEMICALS	0	08/27/2021	08/27/2021	358.75
							<b>3,730.35</b>
010-012.000-736.120	IRRIGATION RE						
	WICHITA WINWATER WORKS C		GOLF COURSE IRRIGATION	0	08/27/2021	08/27/2021	202.24
							<b>202.24</b>
010-012.000-736.200	FOOD & BEVER						
	ART'S & MARY'S TATER CHIPS		GOLF COURSE FOOD PRODUCTS	0	08/27/2021	08/27/2021	49.50
	CHERRY OAKS GOLF COURSE		GOLF COURSE FOOD PRODUCTS	0	08/27/2021	08/27/2021	109.50
	PEPSI-COLA		GOLF COURSE BEVERAGES	0	08/27/2021	08/27/2021	412.04
	PEPSI-COLA		GOLF COURSE BEVERAGE	0	08/27/2021	08/27/2021	280.80
	PEPSI-COLA		GOLF COURSE BEVERAGES	0	08/30/2021	08/30/2021	183.24
	S & Y ENTERPRISES		GOLF COURSE FOOD PRODUCTS	0	08/27/2021	08/27/2021	213.00
	SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	08/30/2021	08/30/2021	213.66
							<b>1,461.74</b>
010-012.000-736.320	MERCHANDISE						
	ALLIANCE APPAREL		GOLF COURSE MERCHANDISE	0	08/27/2021	08/27/2021	303.98
	GEAR FOR SPORTS INC		GOLF COURSE MERCHANDISE	0	08/27/2021	08/27/2021	2,522.99
	TITLEIST		GOLF COURSE MERCHANDISE	0	08/27/2021	08/27/2021	1,611.12
							<b>4,438.09</b>
010-012.000-736.400	BEER PURCHAS						
	CHERRY OAKS GOLF COURSE		GOLF COURSE BEER PRODUCTS	0	08/27/2021	08/27/2021	885.45
	CHERRY OAKS GOLF COURSE		GOLF COURSE BEER PRODUCTS	0	08/27/2021	08/27/2021	827.80
	CHERRY OAKS GOLF COURSE		GOLF COURSE BEER PRODUCTS	0	08/27/2021	08/27/2021	684.35
							<b>2,397.60</b>
010-012.000-737.000	OTHER CONTR/						
	SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	08/30/2021	08/30/2021	106.43
							<b>106.43</b>
010-012.000-738.000	ADVERTISING						
	GARDEN PLAIN BOOSTER CLU		GOLF COURSE ADVERTISING	0	08/27/2021	08/27/2021	60.00
	OWEN'S WARRIOR FUND		ADVERTISING	0	08/30/2021	08/30/2021	250.00
							<b>310.00</b>
010-012.000-739.000	EQUIPMENT PA						
	CITY OF HUTCHINSON		GOLF COURSE PARTS	0	08/27/2021	08/27/2021	1,720.00
	FARM SUPPLY LLC		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	



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	PROFESSIONAL TURF PRODUC		GOLF COURSE PARTS	0	08/27/2021	08/27/2021	1,735.12
	PROFESSIONAL TURF PRODUC		GOLF COURSE PARTS	0	08/27/2021	08/27/2021	443.77
	SAFETY-KLEEN		GOLF COURSE PARTS	0	08/27/2021	08/27/2021	221.00
							<b>4,527.36</b>
010-012.000-760.100	GOLF CARTS CHERRY OAKS GOLF COURSE		CART RENTALS	0	08/27/2021	08/27/2021	600.00
							<b>600.00</b>
010-012.000-790.000	PRINCIPAL KANSAS STATE TREASURER//		GOLF BOND PAYMENT	0	08/27/2021	08/27/2021	55,000.00
							<b>55,000.00</b>
010-012.000-791.000	INTEREST KANSAS STATE TREASURER//		GOLF BOND PAYMENT	0	08/27/2021	08/27/2021	4,168.75
							<b>4,168.75</b>
							<b>Total Dept. GOLF COURSE: 86,934.31</b>
							<b>Fund GENERAL OPERATING: 101,792.86</b>
<b>Fund: 026 GIFTS &amp; MEMORIALS</b>							
<b>Dept: 000.000</b>							
026-000.000-726.000	OTHER COMMC PETTY CASH FUND//		MONTHLY CHECKBOOK	0	08/27/2021	08/27/2021	87.30
							<b>87.30</b>
							<b>Total Dept. 000000: 87.30</b>
							<b>al Fund GIFTS &amp; MEMORIALS: 87.30</b>
<b>Fund: 030 SEWER</b>							
<b>Dept: 000.000</b>							
030-000.000-714.100	LIFE INSURANC KCL GROUP BENEFITS		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	6.99
							<b>6.99</b>
030-000.000-715.000	UNIFORMS AND ARAMARK		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	23.04
							<b>23.04</b>
030-000.000-726.000	OTHER COMMC GRAINGER, INC./W.W.//		SHOP BATTERIES	0	08/30/2021	08/30/2021	59.66
							<b>59.66</b>
030-000.000-734.000	INSURANCE & E EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	856.91
							<b>856.91</b>
030-000.000-735.100	TELEPHONE AT&T #3//		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	149.73
							<b>149.73</b>
030-000.000-735.200	ELECTRIC SER\N EVERGY		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	239.89
							<b>239.89</b>
030-000.000-737.100	POSTAGE PETTY CASH FUND//		MONTHLY CHECKBOOK	0	08/27/2021	08/27/2021	22.75
							<b>22.75</b>
030-000.000-739.000	EQUIPMENT PA FARM SUPPLY LLC		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	

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							<b>176.89</b>
							<b>Total Dept. 000000: 1,535.86</b>
							<b>Total Fund SEWER: 1,535.86</b>
<b>Fund: 050 WATER</b>							
<b>Dept: 000.000</b>							
050-000.000-714.100	LIFE INSURANC KCL GROUP BENEFITS		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	6.98
							<b>6.98</b>
050-000.000-715.000	UNIFORMS AND ARAMARK		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	23.04
							<b>23.04</b>
050-000.000-722.000	SMALL TOOLS & SALINA SUPPLY COMPANY///		SCHOOL AND CITY PARTS	0	08/27/2021	08/27/2021	77.32
							<b>77.32</b>
050-000.000-726.000	OTHER COMMC GRAINGER, INC./W.W.//		SHOP BATTERIES	0	08/30/2021	08/30/2021	59.67
							<b>59.67</b>
050-000.000-734.000	INSURANCE & E EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	1,447.08
							<b>1,447.08</b>
050-000.000-735.100	TELEPHONE AT&T #3///		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	149.75
							<b>149.75</b>
050-000.000-735.200	ELECTRIC SER\N EVERGY		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	357.14
							<b>357.14</b>
050-000.000-735.300	CITY UTILITIES CHENEY MUNICIPAL UTILITIES/		MONTHLY STATEMENT	0	08/30/2021	08/30/2021	40.27
							<b>40.27</b>
050-000.000-737.000	OTHER CONTR\N DPC ENTERPRISES, L. P.		CHLORINE CYLINDERS	0	08/27/2021	08/27/2021	30.00
							<b>30.00</b>
050-000.000-737.100	POSTAGE PETTY CASH FUND///		MONTHLY CHECKBOOK	0	08/27/2021	08/27/2021	37.10
							<b>37.10</b>
050-000.000-739.000	EQUIPMENT PA FARM SUPPLY LLC		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	215.47
	SALINA SUPPLY COMPANY///		WATER DEPT PARTS	0	08/27/2021	08/27/2021	38.28
							<b>253.75</b>
050-000.000-740.000	LINE MAINTENA ZENNER PERFORMANCE		WATER DEPT PARTS	0	08/27/2021	08/27/2021	520.00
							<b>520.00</b>
							<b>Total Dept. 000000: 3,002.10</b>
							<b>Total Fund WATER: 3,002.10</b>

**Fund: 055 WATER MAINT. RESERVE**

**Dept: 000.000**

055-000.000-763.000 CONSTRUCTION

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	CUNNINGHAM SANDBLASTING,		FINAL PAYMENT WATER TOWER	0	08/27/2021	08/27/2021	55,980.00
							<b>55,980.00</b>
						<b>Total Dept. 000000:</b>	<b>55,980.00</b>
						<b>nd WATER MAINT. RESERVE:</b>	<b>55,980.00</b>
<b>Fund: 060 GAS</b>							
<b>Dept: 000.000</b>							
060-000.000-714.100	LIFE INSURANC KCL GROUP BENEFITS		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	6.98
							<b>6.98</b>
060-000.000-715.000	UNIFORMS AND ARAMARK		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	23.04
							<b>23.04</b>
060-000.000-726.000	OTHER COMMC GRAINGER, INC./W.W.//		SHOP BATTERIES	0	08/30/2021	08/30/2021	59.67
							<b>59.67</b>
060-000.000-734.000	INSURANCE & E EMC INSURANCE COMPANIES// EMC INSURANCE COMPANIES//		MONTHLY STATEMENT LIABILITY AUDIT	0 0	08/27/2021 08/27/2021	08/27/2021 08/27/2021	856.30 -117.00
							<b>739.30</b>
060-000.000-735.100	TELEPHONE AT&T #3///		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	149.75
							<b>149.75</b>
060-000.000-735.200	ELECTRIC SER\N EVERGY		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	447.17
							<b>447.17</b>
060-000.000-735.300	CITY UTILITIES CHENEY MUNICIPAL UTILITIES/		MONTHLY STATEMENT	0	08/30/2021	08/30/2021	13.00
							<b>13.00</b>
060-000.000-737.100	POSTAGE PETTY CASH FUND///		MONTHLY CHECKBOOK	0	08/27/2021	08/27/2021	22.75
							<b>22.75</b>
060-000.000-739.000	EQUIPMENT PA FARM SUPPLY LLC		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	176.89
							<b>176.89</b>
060-000.000-760.000	MACHINERY AN ZENNER PERFORMANCE		WATER EQUIPMENT	0	08/27/2021	08/27/2021	4,008.50
							<b>4,008.50</b>
						<b>Total Dept. 000000:</b>	<b>5,647.05</b>
						<b>Total Fund GAS:</b>	<b>5,647.05</b>

**Fund: 080 METER DEPOSITS**

**Dept: 000.000**

080-000.000-800.000	GAS DEPOSIT F DAUGHERTY/AMANDA//		DEPOSIT REIMBURSEMENT	0	08/27/2021	08/27/2021	139.87
	FORESTVIEW PROPERTIES		DEPOSIT REIMBURSEMENT	0	08/27/2021	08/27/2021	165.28
	MILLER/RONALD//		DEPOSIT REIMBURSEMENT	0	08/27/2021	08/27/2021	93.73
	PHELPS/TYLER//		DEPOSIT REIMBURSEMENT	0	08/27/2021	08/27/2021	177.32

**INVOICE APPROVAL LIST BY FUND REPORT**

Date: 08/24/2021  
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City of Cheney

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
<b>Total Dept. 000000:</b>							<b>576.20</b>
<b>Total Fund METER DEPOSITS:</b>							<b>576.20</b>
<b>Fund: 096 LIBRARY OPERATING FUNI</b>							
<b>Dept: 000.000</b>							
096-000.000-723.000	BOOKS BAKER & TAYLOR BOOKS		LIBRARY BOOKS	0	08/27/2021	08/27/2021	380.42
							<b>380.42</b>
096-000.000-724.100	CHILDREN'S SE INTRUST CARD CENTER		CHILDRENS SERVICES FOR LIBR/	0	08/30/2021	08/30/2021	137.00
							<b>137.00</b>
096-000.000-734.000	INSURANCE & E EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	485.25
							<b>485.25</b>
096-000.000-735.200	ELECTRIC SER EVERGY		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	597.21
							<b>597.21</b>
096-000.000-735.300	CITY UTILITIES CHENEY MUNICIPAL UTILITIES//		MONTHLY STATEMENT	0	08/30/2021	08/30/2021	10.00
							<b>10.00</b>
096-000.000-736.200	FOOD & BEVER PRAIRIE FIRE COFFEE ROASTE		LIBRARY BEVERAGES	0	08/27/2021	08/27/2021	48.90
							<b>48.90</b>
<b>Total Dept. 000000:</b>							<b>1,658.78</b>
<b>LIBRARY OPERATING FUND:</b>							<b>1,658.78</b>
<b>Fund: 136 DIGITAL SIGN</b>							
<b>Dept: 000.000</b>							
136-000.000-730.000	PROFESSIONAL EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	08/27/2021	08/27/2021	10.00
							<b>10.00</b>
<b>Total Dept. 000000:</b>							<b>10.00</b>
<b>Total Fund DIGITAL SIGN:</b>							<b>10.00</b>
<b>Fund: 140 AGENCY</b>							
<b>Dept: 000.000</b>							
140-000.000-726.000	OTHER COMMC SALINA SUPPLY COMPANY///		SCHOOL AND CITY PARTS	0	08/27/2021	08/27/2021	183.57
	SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	08/30/2021	08/30/2021	402.00
							<b>585.57</b>
<b>Total Dept. 000000:</b>							<b>585.57</b>
<b>Total Fund AGENCY:</b>							<b>585.57</b>
<b>Fund: 167 DARE Program</b>							
<b>Dept: 000.000</b>							
167-000.000-726.000	OTHER COMMC CREATIVE PRODUCT SOURCIN		DARE PRODUCTS	0	08/27/2021	08/27/2021	150.00
	CREATIVE PRODUCT SOURCIN		DARE PRODUCTS	0	08/27/2021	08/27/2021	440.70
	SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	08/30/2021	08/30/2021	20
							<b>1,035.98</b>

INVOICE APPROVAL LIST BY FUND REPORT

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City of Cheney

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
<b>Total Dept. 000000:</b>							<b>1,035.98</b>
<b>Total Fund DARE Program:</b>							<b>1,035.98</b>
<b>Grand Total:</b>							<b>171,911.70</b>

# 2022 BUDGET

Item 1)



Cheney



Cheney

2022

**Allocation of MV, RV, 16/20M, Commercial Vehicle, and Watercraft Tax Estimates**

Budgeted Fund for 2021	Ad Valorem Levy Tax Year 2020	Allocation for Year 2022				
		MVT	RVT	16/20M Veh	Comm Veh	Watercraft
General	855,154	124,480	1,770	338	4,704	1,005
Debt Service						
Library	62,166	9,049	129	25	342	73
<b>TOTAL</b>	<b>917,320</b>	<b>133,529</b>	<b>1,899</b>	<b>363</b>	<b>5,046</b>	<b>1,078</b>

County Treas Motor Vehicle Estimate 133,529  
 County Treas Recreational Vehicle Estimate 1,899  
 County Treas 16/20M Vehicle Estimate 363  
 County Treas Commercial Vehicle Tax Estimate 5,046  
 County Treas Watercraft Tax Estimate 1,078

Motor Vehicle Factor 0.14556  
     Recreational Vehicle Factor 0.00207  
             16/20M Vehicle Factor 0.00040  
                     Commercial Vehicle Factor 0.00550  
                             Watercraft Factor 0.00118



Schedule of Transfers

Expenditure Fund Transferred From:	Receipt Fund Transferred To:	Actual Amount for 2020	Current Amount for 2021	Proposed Amount for 2022	Transfers Authorized by Statute
General Fund	Capital Improvement	294,000	51,000	51,000	KSA 12-1, 118
General Fund	Equipment Reserve	50,000	75,000	50,000	KSA 12-1, 117
Gas	Gas Reserve	15,000	35,000	35,000	KSA 12-825d
Gas	General	-	15,000	15,000	KSA 12-825d
Sewer	General	-	25,000	25,000	KSA 12-825d
Sewer	Sewer Reserve	40,000	40,000	40,000	KSA 12-825d
Water	Water Reserve	40,000	40,000	40,000	KSA 12-825d
Water	General	-	25,000	25,000	KSA 12-825d
General Fund (Fire)	Fire Reserve	30,000	40,000	40,000	KSA 12-1, 117
General Fund (Fire)	Capital Improvement	-	-	-	KSA 12-1, 118
General Fund (Golf)	Capital Improvement	24,770	22,000	24,000	KSA 12-1, 118
General Fund (Parks)	Capital Improvement	35,000	10,000	10,000	KSA 12-1, 118
General Fund (Streets)	Capital Improvement	30,000	10,000	10,000	KSA 12-1, 118
General Fund (unallocat	Capital Improvement		200,000		KSA 12-1, 118
Gas	Capital Improvement	25,000			KSA 12-1, 118
Sewer	Capital Improvement	25,000			KSA 12-1, 118
Water	Capital Improvement	25,000			KSA 12-1, 118
	<b>Totals</b>	633,770	588,000	365,000	
	<b>Adjustments</b>				
	<b>Adjusted Totals</b>	633,770	588,000	365,000	

\*Note: Adjustments are required only if the transfer is being made in 2021 and/or 2022 from a non-budgeted fund.

**STATEMENT OF INDEBTEDNESS**

Type of Debt	Date of Issue	Date of Retirement	Interest Rate %	Amount Issued	Beginning Amount Outstanding Jan 1, 2021	Date Due		Amount Due 2021		Amount Due 2022	
						Interest	Principal	Interest	Principal	Interest	Principal
General Obligation:											
2014 Go Bond Refunding	2/27/2014	#####	2.0-3.5	1,555,000	595,000	3/1 & 9/1	9/1	19,625	155,000	14,975	85,000
<b>Total G.O. Bonds</b>					595,000			19,625	155,000	14,975	85,000
Revenue Bonds:											
<b>Total Revenue Bonds</b>					0			0	0	0	0
Other:											
2014 Sewer Loan	12/11/2014	9/1/2036	2.41	649,000	364,956	3/1 & 9/1	3/1 & 9/1	8,678	19,679	8,201	20,156
Kansas Public Water Loan	10/1/2009	8/1/2029	3.79	601,494	313,060	2/1 & 8/1	2/1 & 8/1	11,586	29,794	10,446	30,934
KDOC- CDBG	7/12/2018	5/30/2028	0.00	71,797	53,848	5/30 & 12/30		0	7,180	0	7,180
Utility Low-Interest Loan	3/23/2021	1/1/2031	0.00	1,472,116	0	1/1 & 7/1	1/1 & 7/1	1,002	73,531	3,406	149,067
<b>Total Other</b>					731,864			21,266	130,184	22,053	207,337
<b>Indebtedness</b>					1,326,864			40,891	285,184	37,028	292,337



**WORKSHEET FOR STATE GRANT-IN-AID TO PUBLIC LIBRARIES AND  
REGIONAL LIBRARY SYSTEMS**

**Budgeted Year: 2022**

Library found in: Cheney  
Sedgwick County

Two tests are used to determine eligibility for State Library Grant. If the grant is approved, then the municipality's library will be paid the grant on February 15 of each year.

**First test:**

	Current Year	Proposed Year
	<u>2021</u>	<u>2022</u>
Ad Valorem	\$62,166	\$63,335
Delinquent Tax	\$0	\$0
Motor Vehicle Tax	\$9,221	\$9,049
Recreational Vehicle Tax	\$115	\$129
16/20M Vehicle Tax	\$40	\$25
LAVTR	\$0	\$0
	<u>\$0</u>	<u>\$0</u>
<b>TOTAL TAXES</b>	<b>\$71,542</b>	<b>\$72,538</b>
Difference in Total Taxes:	\$996	
Qualify for grant:	Qualify	

**Second test:**

Assessed Valuation	\$15,133,258	\$15,824,748
Did Assessed Valuation Decrease?	No	
Levy Rate	4.108	4.002
Difference in Levy Rate:	(0.106)	
Qualify for grant:	Not Qualify	

Overall does the municipality qualify for a grant? **Qualify**

If the municipality would not have qualified for a grant, please see the below narrative for assistance from the State Library.

Cheney

2022

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget General	Prior Year Actual for 2020	Current Year Estimate for 2021	Proposed Budget Year for 2022
Unencumbered Cash Balance Jan 1	948,005	1,025,338	478,615
Receipts:			
Ad Valorem Tax	807,590	855,154	XXXXXXXXXXXXXXXXXXXX
Delinquent Tax	3,862	5,700	5,000
Motor Vehicle Tax	118,961	119,353	124,480
Recreational Vehicle Tax	1,717	1,484	1,770
16/20M Vehicle Tax	523	523	338
Commercial Vehicle Tax	4,457	4,683	4,704
Watercraft Tax	806	862	1,005
Gross Earning (Intangible) Tax			0
LAVTR			0
City and County Revenue Sharing			0
Mineral Production Tax			
Local Alcoholic Liquor	3,828	8,673	5,264
Compensating Use Tax			
Local Sales Tax	388,350	310,000	310,000
Franchise Tax	117,002	115,000	115,000
Licenses	4,950	2,450	2,350
Building Permits	9,704	8,000	8,000
Golf Course	759,675	520,000	531,500
Police Fines	35,295	22,000	23,000
Trash Service	169,455	166,300	167,000
Rural Fire Contracts	53,732	56,000	68,000
Special Assessments (Internal Finances)	1,994	1,994	1,994
Transfer into General Fund	0	65,000	65,000
Swimming Pool	12,518	18,910	18,910
Grants	0	52,500	52,000
Reimbursements	0	12,000	12,500
In Lieu of Taxes (IRB)			
Interest on Idle Funds	14,587	10,000	10,000
Neighborhood Revitalization Rebate			0
Miscellaneous	196,170	49,925	51,400
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>2,705,176</b>	<b>2,406,511</b>	<b>1,579,215</b>
<b>Resources Available:</b>	<b>3,653,181</b>	<b>3,431,849</b>	<b>2,057,830</b>

Cheney

FUND PAGE - GENERAL

Adopted Budget General	Prior Year Actual for 2020	Current Year Estimate for 2021	Proposed Budget Year for 2022
<b>Resources Available:</b>	3,653,181	3,431,849	2,057,830
<b>Expenditures:</b>			
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
Subtotal detail (Should agree with detail)	0	0	0
General Administration	193,532	258,671	267,771
Police	495,658	607,050	625,650
Court	26,814	41,600	41,600
Fire	151,794	134,850	159,550
Golf Course	684,207	691,688	715,170
Parks & Pool	83,291	168,325	288,725
Street Light	38,967	39,000	40,000
Street Maintenance	353,830	445,550	446,650
Senior Center	10,317	6,900	7,000
Industrial Development	1,571	5,000	5,000
Trash Service	124,092	136,600	136,600
Transfer into Equipment Reserve	50,000	50,000	50,000
Transfer into Capital Improvement	294,000	51,000	51,000
Transfer into Fire Reserve	30,000	40,000	40,000
Transfer into Capital Improvement (Golf)	24,770	22,000	24,000
Transfer into Capital Improvement (Street)	30,000	10,000	10,000
Transfer into Capital Improvement (Parks)	35,000	10,000	10,000
Transfer into Equipment Reserve		25,000	0
Transfer into Capital Improvement (Fire)	0	0	0
Transfer into Capital Improvement (Unallocated)		200,000	
Cash Forward (2022 column)			
Miscellaneous		10,000	10,000
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>2,627,843</b>	<b>2,953,234</b>	<b>2,928,716</b>
Unencumbered Cash Balance Dec 31	1,025,338	478,615	xxxxxxxxxxxxxxxxxxx
2020/2021/2022 Budget Authority Amount	2,627,843	2,953,234	2,928,716
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	2,928,716
		Tax Required	870,886
	Delinquent Comp Rate: 2.4%		21,250
	Amount of 2021 Ad Valorem Tax		892,136

CPA Summary

Cheney

2022

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget Debt Service	Prior Year Actual for 2020	Current Year Estimate for 2021	Proposed Budget Year for 2022
Unencumbered Cash Balance Jan 1	138,150	143,017	143,705
Receipts:			
Ad Valorem Tax		0	XXXXXXXXXXXXXXX
Delinquent Tax			
Motor Vehicle Tax			
Recreational Vehicle Tax			
16/20M Vehicle Tax			
Commercial Vehicle Tax			
Watercraft Tax			
Special Assessments	98,065	105,243	112,651
Interest on Idle Funds	1,427	0	1,000
Neighborhood Revitalization Rebate			0
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>99,492</b>	<b>105,243</b>	<b>113,651</b>
<b>Resources Available:</b>	<b>237,642</b>	<b>248,260</b>	<b>257,356</b>
Expenditures:			
Principal	75,000	80,000	85,000
Interest	19,625	17,375	14,975
Transfer		7,180	9,551
Cash Basis Reserve (2022 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>94,625</b>	<b>104,555</b>	<b>109,526</b>
Unencumbered Cash Balance Dec 31	143,017	143,705	XXXXXXXXXXXXXXX
2020/2021/2022 Budget Authority Amount	94,625	104,555	109,526
		Non-Appropriated Balance	
		Total Expenditure Non-Appr Balance	109,526
		Tax Required	0
Delinquent Comp Rate:	2.4%		0
Amount of 2021 Ad Valorem Tax			0

Adopted Budget Library	Prior Year Actual for 2020	Current Year Estimate for 2021	Proposed Budget Year for 2022
Unencumbered Cash Balance Jan 1	1,426	1,765	1,856
Receipts:			
Ad Valorem Tax	62,391	62,166	XXXXXXXXXXXXXXX
Delinquent Tax	304		
Motor Vehicle Tax	9,211	9,221	9,049
Recreational Vehicle Tax		115	129
16/20M Vehicle Tax		40	25
Commercial Vehicle Tax	52	362	342
Watercraft Tax	257	67	73
Interest on Idle Funds			
Neighborhood Revitalization Rebate		0	0
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>72,215</b>	<b>71,971</b>	<b>9,618</b>
<b>Resources Available:</b>	<b>73,641</b>	<b>73,736</b>	<b>11,474</b>
Expenditures:			
Appropriations to Library Board	71,876	71,860	73,300
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>71,876</b>	<b>71,880</b>	<b>73,300</b>
Unencumbered Cash Balance Dec 31	1,765	1,856	XXXXXXXXXXXXXXX
2020/2021/2022 Budget Authority Amount	71,876	71,880	73,300
		Non-Appropriated Balance	
		Total Expenditure Non-Appr Balance	73,300
		Tax Required	61,826
Delinquent Comp Rate:	2.4%		1,509
Amount of 2021 Ad Valorem Tax			63,335

CPA Summary

Cheney

2022

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget Debt Service	Prior Year Actual for 2020	Current Year Estimate for 2021	Proposed Budget Year for 2022
Unencumbered Cash Balance Jan 1	138,150	143,017	143,705
Receipts:			
Ad Valorem Tax		0	XXXXXXXXXXXXXXXXXX
Delinquent Tax			
Motor Vehicle Tax			
Recreational Vehicle Tax			
16/20M Vehicle Tax			
Commercial Vehicle Tax			
Watercraft Tax			
Special Assessments	98,065	105,243	112,651
Interest on Idle Funds	1,427	0	1,000
Neighborhood Revitalization Rebate			0
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>99,492</b>	<b>105,243</b>	<b>113,651</b>
<b>Resources Available:</b>	<b>237,642</b>	<b>248,260</b>	<b>257,356</b>
Expenditures:			
Principal	75,000	80,000	85,000
Interest	19,625	17,375	14,975
Transfer		7,180	9,551
Cash Basis Reserve (2022 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>94,625</b>	<b>104,555</b>	<b>109,526</b>
Unencumbered Cash Balance Dec 31	143,017	143,705	XXXXXXXXXXXXXXXXXX
2020/2021/2022 Budget Authority Amount	94,625	104,555	109,526
		Non-Appropriated Balance	
		Total Expenditure Non-Appr Balance	109,526
		Tax Required	0
Delinquent Comp Rate:	2.4%		0
Amount of 2021 Ad Valorem Tax			0

Adopted Budget Library	Prior Year Actual for 2020	Current Year Estimate for 2021	Proposed Budget Year for 2022
Unencumbered Cash Balance Jan 1	1,426	1,765	1,856
Receipts:			
Ad Valorem Tax	62,391	62,166	XXXXXXXXXX XXXXXX
Delinquent Tax	304		
Motor Vehicle Tax	9,211	9,221	9,049
Recreational Vehicle Tax		115	129
16/20M Vehicle Tax		40	25
Commercial Vehicle Tax	52	362	342
Watercraft Tax	257	67	73
Interest on Idle Funds			
Neighborhood Revitalization Rebate		0	0
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>72,215</b>	<b>71,971</b>	<b>9,618</b>
<b>Resources Available:</b>	<b>73,641</b>	<b>73,736</b>	<b>11,474</b>
Expenditures:			
Appropriations to Library Board	71,876	71,880	73,300
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>71,876</b>	<b>71,880</b>	<b>73,300</b>
Unencumbered Cash Balance Dec 31	1,765	1,856	XXXXXXXXXXXXXXXXXX
2020/2021/2022 Budget Authority Amount	71,876	71,880	73,300
		Non-Appropriated Balance	
		Total Expenditure Non-Appr Balance	73,300
		Tax Required	61,826
Delinquent Comp Rate:	2.4%		1,509
Amount of 2021 Ad Valorem Tax			63,335

CPA Summary



Cheney

2022

**FUND PAGE FOR FUNDS WITH NO TAX LEVY**

Adopted Budget <b>Special Highway</b>	Prior Year Actual for 2020	Current Year Estimate for 2021	Proposed Budget Year for 2022
Unencumbered Cash Balance Jan 1	0	558	10,418
Receipts:			
State of Kansas Gas Tax	56,444	56,030	55,720
County Transfers Gas	25,005	24,350	24,210
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>81,449</b>	<b>80,380</b>	<b>79,930</b>
<b>Resources Available:</b>	<b>81,449</b>	<b>80,938</b>	<b>90,348</b>
Expenditures:			
Street Repair and Maintenance	80,891	70,520	90,348
Cash Forward (2022 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>80,891</b>	<b>70,520</b>	<b>90,348</b>
Unencumbered Cash Balance Dec 31	558	10,418	0
2020/2021/2022 Budget Authority Amount	85,560	70,520	90,348

Adopted Budget

Adopted Budget <b>Water</b>	Prior Year Actual for 2020	Current Year Estimate for 2021	Proposed Budget Year for 2022
Unencumbered Cash Balance Jan 1	380,719	454,054	564,201
Receipts:			
Utility Fees	393,863	530,537	529,237
Connection Fees	15,728	5,100	7,500
Interest on Idle Funds	3,525	3,000	3,000
Miscellaneous		2,000	1,600
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>413,116</b>	<b>540,637</b>	<b>541,337</b>
<b>Resources Available:</b>	<b>793,835</b>	<b>994,691</b>	<b>1,105,538</b>
Expenditures:			
Operating Expense	210,126	269,100	279,400
Capital Expense	23,276	30,000	30,000
Construction	0	25,000	25,000
Debt Service	41,379	41,390	41,384
Transfer to Reserve Fund	40,000	40,000	40,000
Transfer to Capital Improvement	25,000	25,000	25,000
Cash Forward (2022 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>339,781</b>	<b>430,490</b>	<b>440,784</b>
Unencumbered Cash Balance Dec 31	454,054	564,201	664,754
2020/2021/2022 Budget Authority Amount	426,200	430,490	440,784

<b>CPA Summary</b>
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Cheney

2022

**FUND PAGE FOR FUNDS WITH NO TAX LEVY**

Adopted Budget Sewer	Prior Year Actual for 2020	Current Year Estimate for 2021	Proposed Budget Year for 2022
Unencumbered Cash Balance Jan 1	400,804	398,866	415,794
Receipts:			
Utility Fees	382,604	483,795	483,095
Connection Fees	3,960	3,160	3,160
Special Assessments	7,180	7,180	7,180
Interest on Idle Funds	3,694	3,200	3,200
Miscellaneous		1,600	1,600
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>397,438</b>	<b>498,935</b>	<b>498,235</b>
<b>Resources Available:</b>	<b>798,242</b>	<b>897,801</b>	<b>914,029</b>
Expenditures:			
Operation Expense	197,457	251,400	252,800
Capital Expense	16,497	40,000	40,000
Construction	12,565	20,000	100,000
Transfer to Reserve Fund	40,000	40,000	40,000
Transfer to General Fund	0	25,000	25,000
Debt Service	107,857	105,607	28,357
Transfer to Capital Improvement	25,000		
Cash Forward (2022 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>399,376</b>	<b>482,007</b>	<b>486,157</b>
Unencumbered Cash Balance Dec 31	398,866	415,794	427,872
2020/2021/2022 Budget Authority Amount	476,757	482,007	486,157

Adopted Budget

Gas	Prior Year Actual for 2020	Current Year Estimate for 2021	Proposed Budget Year for 2022
Unencumbered Cash Balance Jan 1	228,163	229,222	1,838,254
Receipts:			
Utility Fees	538,507	900,000	1,026,705
Connection Fees	5,137	5,400	4,800
Loan Proceeds	0	1,472,116	0
Interest on Idle Funds	2,749	2,400	2,225
Miscellaneous	3,776	2,000	2,600
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>550,169</b>	<b>2,381,916</b>	<b>1,036,330</b>
<b>Resources Available:</b>	<b>778,332</b>	<b>2,611,138</b>	<b>2,874,584</b>
Expenditures:			
Operating Expense	482,782	2,000,000	1,011,000
Capital Expense	26,328	25,000	25,000
Construction	0	20,000	20,000
Transfer to Reserve Fund	15,000	35,000	35,000
Transfer to General Fund	0	15,000	15,000
Transfer to Capital Improvement	25,000	0	0
Debt Service	0	150,000	152,473
Budget Credit- City Utility Low-Interest Loan		-1,472,116	
Cash Forward (2022 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>549,110</b>	<b>772,884</b>	<b>1,258,473</b>
Unencumbered Cash Balance Dec 31	229,222	1,838,254	1,616,111
2020/2021/2022 Budget Authority Amount	1,104,000	1,110,600	1,258,473

CPA Summary

Cheney

2022

**FUND PAGE FOR FUNDS WITH NO TAX LEVY**

Adopted Budget	Prior Year	Current Year	Proposed Budget
Stormwater	Actual for 2020	Estimate for 2021	Year for 2022
Unencumbered Cash Balance Jan 1	0	0	0
Receipts:			
Utility Fees	0	50,000	50,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>
<b>Resources Available:</b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>
Expenditures:			
Operating Expense	0	25,000	25,000
Capital Expense	0	0	0
Construction	0	25,000	25,000
Debt Service	0	0	0
Cash Forward (2022 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>
Unencumbered Cash Balance Dec 31	0	0	0
2020/2021/2022 Budget Authority Amount	50,000	50,000	50,000

Adopted Budget

0	Prior Year	Current Year	Proposed Budget
	Actual for 2020	Estimate for 2021	Year for 2022
Unencumbered Cash Balance Jan 1		0	0
Receipts:			
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
<b>Total Receipts</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Resources Available:</b>	<b>0</b>	<b>0</b>	<b>0</b>
Expenditures:			
Cash Forward (2022 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>0</b>
Unencumbered Cash Balance Dec 31	0	0	0
2020/2021/2022 Budget Authority Amount	0	0	0

CPA Summary





2022

**NON-BUDGETED FUNDS (C)**

(Only the actual budget year for 2020 is to be shown)

Cheney

Non-Budgeted Funds-C

(1) Fund Name:		(2) Fund Name:		(3) Fund Name:		(4) Fund Name:		(5) Fund Name:	
<b>Joint Fire</b>		<b>LWCF Grant</b>		<b>Capital Projects</b>					
Unencumbered		Unencumbered		Unencumbered		Unencumbered		Unencumbered	
Cash Balance Jan 1	76,766	Cash Balance Jan 1	-16,471	Cash Balance Jan 1	-5,173	Cash Balance Jan 1		Cash Balance Jan 1	
Receipts:									
Interest	75	Grant Funds	16,471	Special Assessments	1,582				
Other Income	21,804								
<b>Total Receipts</b>	<b>21,879</b>	<b>Total Receipts</b>	<b>16,471</b>	<b>Total Receipts</b>	<b>1,582</b>	<b>Total Receipts</b>	<b>0</b>	<b>Total Receipts</b>	<b>0</b>
Resources Available:	98,645	Resources Available:	0	Resources Available:	-3,591	Resources Available:	0	Resources Available:	0
Expenditures:									
Life Insurance	20,691		0		0				
Other Commodities	29,378								
<b>Total Expenditures</b>	<b>50,069</b>	<b>Total Expenditures</b>	<b>0</b>	<b>Total Expenditures</b>	<b>0</b>	<b>Total Expenditures</b>	<b>0</b>	<b>Total Expenditures</b>	<b>0</b>
Cash Balance Dec 31	48,576	Cash Balance Dec 31	0	Cash Balance Dec 31	-3,591	Cash Balance Dec 31	0	Cash Balance Dec 31	0
<b>Total</b>									
									55,122

See Tab B

\*\*Note: These two block figures should agree.

CPA Summary



City of Cheney  
Capital Improvement Plan for 2007-2011

YEAR	PROJECT DESCRIPTION	TOTAL COST	FUND
2022	Transfer into Capital Improvement Reserve	\$ 45,000	General
2022	Transfer into Capital Outlay if not spent for Sidewalks	\$ 6,000	General
2022	Transfer into Capital Equipment Reserve	\$ 50,000	General
2022	City Hall Equipment- Copier	\$ 10,000	General
2022	Police Car	\$ 40,000	Police
2022	Police Car Upfit	\$ 8,000	Police
2022	Police Station*	\$ 14,000	Police
2022	Fire Reserve transfer (min \$40,000)	\$ 40,000	Fire
2022	Fire Station Loan Payment to FRA (remodel)*	\$ 9,000	Fire
2022	Fire Station Remodel (items outside of Loan)*	\$ 15,000	Fire
2022	Fire Equipment expense	\$ 30,000	Fire
2022	Golf Cart - Lease (decrease \$7,100)*	\$ 32,895	Golf
2022	Golf Course- Transfer for Friends of Cherry Oaks	\$ 24,000	Golf
2022	Golf Course Pmt- Principal	\$ 55,000	Golf
2022	Golf Course Pmt- Interest (decrease \$1994)*	\$ 6,344	Golf
2022	Golf Course Equipment	\$ 40,000	Capital Improv
2022	Golf Course Maintenance Lean-to Construction*	\$ 13,000	Golf
2022	Park Buildings Grounds & Maint (Pool & S Main)	\$ 24,000	Parks
2022	Swimming Pool Bathhouse Update*	\$ 120,000	Parks
2022	Park Land Improvements (South Main-Ballfield/Picnic Shelter)	\$ 43,000	Parks
2022	Transfer into Capital Improvement	\$ 10,000	Parks
2022	Equipment (mowers)	\$ 35,000	Parks
2022	Road Materials expense	\$ 70,000	Street
2022	Sidewalks Expense	\$ 10,000	Street
2022	Street Mach & Equip expense	\$ 45,000	Street
2022	Road Construction expense	\$ 185,000	Street
2022	Transfer into General Fund	\$ 25,000	Water
2022	Transfer into Water Reserve	\$ 40,000	Water
2022	Water Equipment- (trencher)	\$ 30,000	Water
2022	KDHE Water Loan Pmt	\$ 41,400	Water
2022	Transfer into Sewer Reserve	\$ 40,000	Sewer
2022	Transfer into General Fund	\$ 25,000	Sewer
2022	Sewer Equipment- pick-up	\$ 40,000	Sewer
2022	2014 Bond Pmt (decrease)*	\$ -	Sewer
2022	KDHE Sewer Pmt	\$ 28,357	Sewer
2022	Sewer Utility Construction*	\$ 80,000	Sewer
2022	Gas Transfer to General	\$ 15,000	Gas
2022	Gas Transfer to Reserve	\$ 35,000	Gas
2022	Gas Utility Construction	\$ 25,000	Gas
2022	Gas Low-Interest Loan Pmt*	\$ 152,473	Gas
2022	Bond and Interest- GO 2014 (increase \$5000)	\$ 85,000	Bond & Interest
2022	Bond and Interest- GO 2014	\$ 14,975	Bond & Interest
2022	Bond and Interest- CDBG & E 2nd AveTransfer	\$ 9,551	Bond & Interest
	* denotes changes in 2022 from 2021		
	Transfer		
	Payment		
	Equipment Purchase		
	Reserve Purchase		
	Construction		



**First Renewal to**

**VOLUNTEER TRANSPORTATION SERVICES AGREEMENT**

This First Renewal to Volunteer Transportation Services Agreement (“Renewal”) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Sedgwick County Department on Aging (hereinafter referred to as “County”) and the City of Cheney, Kansas. (“Contractor”).

WHEREAS, the parties wish to renew, for 1 year, the terms and conditions of the Volunteer Transportation Services Agreement (“Original Agreement”), entered into on or about June 23<sup>rd</sup>, 2020, as allowed under the Term clause of the original agreement:

**2. Term.** This Agreement shall be for one (1) year, with the option to renew for two (2) additional one (1) year terms. This initial term will begin July 1, 2020, and end June 30, 2021. Notwithstanding the foregoing, this Agreement may continue on a month-to-month basis for a reasonable time after June 30, 2023, if: (a) both parties agree to continue operating under the terms and provisions of this Agreement while actively negotiating an agreement for FY 2024 and (b) funds are available for the 2024 program year.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the parties hereto agree as follows:

SECTION 1. The first renewal shall be exercised and the term of the Original Agreement extended through June 30, 2022.

SECTION 2. All other terms and conditions of the Original Agreement, entered into on or about June 23<sup>rd</sup>, 2020, shall remain unaltered and in full force and effect.

SECTION 3. The effective date of this First Renewal is July 1, 2021.

IN WITNESS WHEREOF, the parties have signed their names below.

SEDGWICK COUNTY, KANSAS

CITY OF CHENEY, KANSAS

\_\_\_\_\_  
THOMAS J. STOLZ, County Manager

\_\_\_\_\_  
PHILIP MIZE, Mayor

ATTEST:

\_\_\_\_\_  
KELLY B. ARNOLD, County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
KIRK SPONSEL, Assistant County Counselor

PROJECT NO. 87 U-2411-01  
COST SHARE PROGRAM  
SOUTH MAIN STREET SIDEWALK IMPROVEMENT  
CITY OF CHENEY, KANSAS

## AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Cheney, Kansas** (“LPA”), collectively, the “Parties.”

### RECITALS:

- A. The Kansas Legislature, through K.S.A. §§ 68-2314b and 68-2314c, authorized the Secretary to provide funding for programs to assist local units of government in the administration of transportation projects including construction, preservation, expansion, and modernization throughout the state. The KDOT Cost Share Program has been authorized by the Governor of the State of Kansas and the Kansas Secretary of Transportation under this legislation.
- B. The LPA applied for and the Secretary has selected a sidewalk improvement project to participate in the Cost Share Program, as further described in this Agreement.
- C. The Secretary and the LPA are empowered by the laws of Kansas to enter into agreements for the construction of transportation projects in the state of Kansas.
- D. Cities and counties are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, in order to be eligible for such state aid, such work is required to be done in accordance with the laws of Kansas.

**NOW THEREFORE**, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

### ARTICLE I

**DEFINITIONS:** The following terms as used in this Agreement have the designated meanings:

- 1. “**Agreement**” means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. “**Construction**” means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

3. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
4. **“Construction Engineering”** means inspection services, material testing, engineering consultation, and other reengineering activities required during Construction of the Project.
5. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.
6. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
7. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
8. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
9. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
10. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430, *et seq.*, Hazardous Waste.
11. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
12. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

13. **“Local Public Authority” or “LPA”** means the City of Cheney, Kansas, with its place of business at 131 N. Main Street, Cheney, KS 67025.
14. **“MUTCD”** means the latest version of the Manual on Uniform Traffic Control Devices as adopted by the Secretary.
15. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf, reasonably determines are not Participating Costs.
16. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.
17. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the LPA.
18. **“Preliminary Engineering”** means pre-construction activities including, but not limited to, design work generally performed by a consulting engineering firm that takes place before Letting.
19. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the LPA, as and when authorized by the Secretary prior to Letting, being: **South Main Street Sidewalk Improvement, install 1,400 linear feet of six-foot-wide concrete sidewalk and four sidewalk ramps within existing city right-of-way along the west side of South Main Street (383<sup>rd</sup> Street West) from the Cheney Sports Complex north to Santa Fe Street in Cheney, Kansas**, and is the subject of this Agreement.
20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
23. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.
24. **“Utilities” or “Utility”** means all privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar

commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

**ARTICLE II**

**FUNDING:**

1. **Funding.** The table below reflects the funding commitments of each Party. The Total Actual Costs of Construction include Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change.

The total estimated construction cost is \$128,803.00.

Party	Responsibility	Total Projected Contribution (\$)
Secretary	90% of Total Actual Costs of Construction; Total Contribution to Actual Costs of Construction not to exceed \$115,923.00.	\$115,923.00
LPA	10% of Total Actual Costs of Construction until Secretary’s funding limit is reached;  100% of Total Actual Costs of Construction after Secretary’s funding limit is reached;  100% of Cost of Preliminary Engineering, Construction Engineering, Right of Way, and Utility Adjustments;  100% Non-Participating Costs.	
Total Estimated Construction Cost		\$128,803.00

**ARTICLE III**

**SECRETARY RESPONSIBILITIES:**

1. **Technical Information on Right of Way Acquisition.** Upon a request from the LPA, the Secretary will provide technical information to help the LPA acquire Right of Way in accordance with the laws of the State of Kansas.

2. **Reimbursement Payments.** The Secretary agrees to make partial payments to the LPA for amounts not less than \$1,000.00 and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by a by a licensed professional engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, employed by the LPA that the Project is being constructed within substantial compliance of the Design Plans.

## ARTICLE IV

### LPA RESPONSIBILITIES:

1. **Secretary Authorization.** The Secretary is authorized by the LPA to take such steps as deemed necessary or advisable by the Secretary to secure the benefits of state aid for this Project.
2. **Legal Authority.** The LPA agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.
3. **Design and Specifications.** The LPA shall be responsible to make or contract to have made Design Plans for the Project.
4. **Letting and Administration by LPA.** The LPA shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The LPA further agrees to administer the Construction of the Project in accordance with the Design Plans, and the current version of the LPA's currently approved procedures, and administer the payments due the Contractor, including the portion of the cost borne by the Secretary.
5. **Conformity with State, Local, and Federal Requirements.** The LPA shall be responsible to design the Project or contract to have the Project designed in conformity with the state, local, and federal design criteria appropriate for the Project as well as in conformity with state, local, and federal law appropriate for the Project.
6. **Submission of Design Plans to Secretary.** Upon their completion, the LPA shall have the Design Plans submitted to the Secretary by a licensed professional engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, attesting to the conformity of the Design Plans with Article IV, paragraph 5. The Design Plans must be signed and sealed by the licensed professional engineer, licensed professional architect, and/or licensed landscape architect, as applicable, responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*
7. **Consultant Contract Language.** The LPA shall include language requiring conformity with Article IV, paragraph 5 above, in all contracts between the LPA and any Consultant with whom the LPA has contracted to perform services for the Project. In addition, any contract between the LPA and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article IV, paragraph 5 above. In addition, any contract

between the LPA and any Consultant with whom the LPA has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

- (a) Completion of Design. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.
- (b) Progress Reports. Language requiring the Consultant to submit to the LPA (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- (c) Third-Party Beneficiary. Language making the Secretary a third-party beneficiary in the agreement between the LPA and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the LPA and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the LPA or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the LPA from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

8. **Responsibility for Adequacy of Design**. The LPA shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary’s representatives is not intended to and shall not be construed to be an undertaking of the LPA’s and its Consultant’s duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the LPA, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the LPA.

9. **Performance Bond**. The LPA agrees to require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

10. **Plan Retention**. The LPA will maintain a complete set of final Design Plans reproducible, as-built prints, approved shop drawings, and structural materials certification for five

(5) years after the Project's completion. The LPA further agrees to make such reproducible, prints, drawings, and certifications available for inspection by the Secretary upon request. The LPA shall provide access to or copies of all the above-mentioned documents to the Secretary.

11. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the LPA will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the LPA, the LPA's employees, agents, subcontractors or its consultants. The LPA shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

12. **Indemnification by Contractors.** The LPA agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the LPA from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the LPA defends a third party's claim, the Contractor shall indemnify the Secretary and the LPA for damages paid to the third party and all related expenses either the Secretary or the LPA or both incur in defending the claim.

13. **Authorization of Signatory.** The LPA shall authorize a duly appointed representative to sign for the LPA any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

14. **Right of Way.** The LPA agrees to the following with regard to Right of Way:

(a) **Right of Way Acquisition.** The LPA will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by the LPA. The LPA shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The LPA further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements, and temporary easements.

(b) **Right of Way Documentation.** The LPA will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The LPA agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.



(c) **Highway Use Permit.** If the Project necessitates the LPA to work on Right of Way that is owned by the Secretary, the LPA will submit a Highway Use Permit (KDOT Form 304) to the local KDOT District Office for review and approval. A copy of the Highway Use Permit may be found at [https://www.ksdot.org/Assets/wwwksdotorg/dot\\_304\\_hwy\\_permit.pdf](https://www.ksdot.org/Assets/wwwksdotorg/dot_304_hwy_permit.pdf).

(d) **Relocation Assistance.** The LPA will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the LPA will undertake the relocation of eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. §§ 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1, *et seq.* The Secretary will provide information, guidance, and oversight to the LPA for any relocations required by the Project.

15. **Removal of Encroachments.** The LPA shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the LPA and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

16. **Future Encroachments.** Except as provided by state, local, and federal laws, the LPA agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

17. **Utilities.** The LPA agrees to the following with regard to Utilities:

(a) **Utility Relocation.** The LPA will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the LPA's standard procedures.

(b) **Status of Utilities.** The LPA shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. The LPA will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The LPA shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the LPA as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The LPA shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the LPA's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The LPA will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The LPA shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law, the LPA will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately-owned Utilities located on private Right of Way or easements shall be borne by the LPA except as provided by state and federal laws.

18. Hazardous Waste. The LPA agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The LPA shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The LPA shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The LPA will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to clean up and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency (EPA), State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The LPA shall be responsible for all damages, fines or penalties, expenses, fees, claims, and costs incurred

from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The LPA shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents, and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees, or costs imposed under state or federal laws arising out of or related to any act of omission by the LPA in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement, the LPA has not repudiated, abandoned, surrendered, waived, or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The LPA reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

19. **Inspections**. The LPA is responsible for providing Construction Engineering for the Project in accordance with any applicable state and local rules and guidelines.

(a) By LPA personnel. LPA personnel who are fully qualified to perform the inspection services in a competent and professional manner may be utilized by the LPA to inspect the Project, in which case the LPA shall provide the Secretary with a list of such personnel who will act as the assigned inspectors and their certifications.

(b) By a Consultant. If the LPA does not have sufficient qualified engineering employees to accomplish the Construction Engineering on this Project, it may engage the professional services of a qualified consulting engineering firm to do the necessary services. The Consultant retained must represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers (K.S.A. § 74-7021), the FHWA and all federal agencies, provide personnel who are fully qualified to perform the services in a competent and professional manner, and provide the Secretary with a list of assigned inspectors and their certifications.

(c) Protective Clothing. The LPA will require at a minimum all LPA personnel and all Consultant personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the LPA executes an agreement for Construction Engineering, the agreement shall contain this requirement as a minimum. The LPA may set additional clothing requirements for adequate visibility of personnel.

20. **Corrective Work**. Representatives of the Secretary may make periodic inspection of the Project and the records of the LPA as may be deemed necessary or desirable. The LPA will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of state participation. The Secretary does not undertake (for the benefit of the LPA, the Contractor, the Consultant, or any third party) the

duty to perform day-to-day detailed inspection of the Project or to catch the Contractor's errors, omissions, or deviations from the final Design Plans.

21. **Traffic Control.** The LPA agrees to the following with regard to traffic control for the Project:

(a) **Temporary Traffic Control.** The LPA shall provide a temporary traffic control plan within the Design Plans, which includes the LPA's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The LPA's temporary traffic control plan must be in conformity with the latest version of the MUTCD, as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) as amended by the ADA Amendments Act of 2008, implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same.

(b) **Permanent Traffic Control.** The location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, must conform to the latest version of the MUTCD as adopted by the Secretary.

(c) **Parking Control.** The LPA will control parking of vehicles on the city streets throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) **Traffic Movements.** The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The LPA shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

22. **Access Control.** The LPA will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the LPA other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

23. **Maintenance.** When the Project is completed and final acceptance is issued, the LPA will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the LPA will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

24. **Audit.** The LPA will participate and cooperate with the Secretary in an annual audit of the Project. The LPA shall make its records and books available to representatives of the

Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the LPA for items considered Non-Participating Costs, the LPA shall promptly reimburse the Secretary for such items upon notification by the Secretary.

25. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the LPA shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the LPA to any party outside of the Secretary and all costs incurred by the LPA not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

26. **Cancellation by LPA.** If the LPA cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The LPA agrees to reimburse the Secretary within thirty (30) days after receipt by the LPA of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

## ARTICLE V

### SPECIAL COST SHARING PROGRAM REQUIREMENTS:

1. **Letting Deadline.** The LPA agrees that it shall Let the Project no later than six (6) months after January 2022. The LPA may make a written request to the Secretary to the extend the deadline to Let the Project. In the Secretary's sole discretion, the Secretary may either grant or deny the LPA's request for an extension. If the LPA does not Let the Project no later than six (6) months after January 2022, the Secretary may cancel this Agreement.

2. **Recapture of State Investment.** The Parties agree to the following terms regarding the recapture of the Secretary's share:

(a) **Recapture Period.** The Parties agree the recapture period of the Project is ten (10) years, commencing on the date the Secretary or the LPA gives notice of final acceptance of the Project.

(b) **Insurance.** If the Project includes improvements to a building, the LPA will purchase and maintain insurance for property damage to the building continuously during the Useful Life Period of the Project in an amount equal to or in excess of the federal funds expended on the Project.

(c) **Change in Public Use.** After the Project is completed and during the entire recapture period, any change in the public use of the real property for the Project will require written approval from the Secretary.

(d) **Recapture Formula.** If the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary, the LPA shall pay back to the Secretary a percentage of the Secretary's share as follows:

- |  |                               |
|--|-------------------------------|
| 1) Violates in 1 <sup>st</sup> year of 10-year period:   | 100% of the Secretary's Share |
| 2) Violates in 2 <sup>nd</sup> year of 10-year period:   | 90% of the Secretary's Share  |
| 3) Violates in 3 <sup>rd</sup> year of 10-year period:   | 80% of the Secretary's Share  |
| 4) Violates in 4 <sup>th</sup> year of 10-year period:   | 70% of the Secretary's Share  |
| 5) Violates in 5 <sup>th</sup> year of 10-year period:   | 60% of the Secretary's Share  |
| 6) Violates in 6 <sup>th</sup> year of 10-year period:   | 50% of the Secretary's Share  |
| 7) Violates in 7 <sup>th</sup> year of 10-year period:   | 40% of the Secretary's Share  |
| 8) Violates in 8 <sup>th</sup> year of 10-year period:   | 30% of the Secretary's Share  |
| 9) Violates in 9 <sup>th</sup> year of 10-year period:   | 20% of the Secretary's Share  |
| 10) Violates in 10 <sup>th</sup> year of 10-year period: | 10% of the Secretary's Share  |

Any payments due to the Secretary pursuant to this subparagraph (d) shall be made within ninety (90) days after receipt of billing from the Secretary's Chief of Fiscal Services.

## ARTICLE VI

### GENERAL PROVISIONS:

1. **Acceptance.** No contract provision or use of items by the Secretary shall constitute acceptance or relieve the LPA of liability in respect to any expressed or implied warranties.
2. **Amendment.** Any amendment to this Agreement shall be in writing and signed by the Parties.
3. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the LPA and their successors in office.
4. **Civil Rights Act.** The "Special Attachment No. 1, Rev. 09.20.17" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
5. **Compliance with Federal and State Laws.** The LPA shall comply with all applicable state and federal laws and regulations. The LPA represents and warrants that any Contractor and/or Consultant performing any services on the Project will also comply with all applicable state and federal laws and regulations.
6. **Contractual Provisions.** The provisions found in the current version of the "Contractual Provisions Attachment (Form DA-146a)," which is attached hereto, are hereby incorporated into this Agreement, and made a part thereof.

7. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

8. **Debarment of State Contractors.** Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. § 75-37,103, or have its work evaluated for pre-qualification purposes. Contractors retained by the LPA for the Project shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense for obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. An individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 % or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in a breach of this Agreement for cause.

9. **Entire Agreement.** This Agreement, with all attached exhibits, expresses the entire agreement between the Parties with respect to the Project. No representations, promises, or warranties have been made by the Parties that are not fully expressed or incorporated by reference in this Agreement.

10. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

11. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

12. **Independent Contractor Relationship.** The relationship of the Secretary and the LPA shall be that of an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, or employee-employer relationship. The LPA is not the agent of the Secretary and is not authorized to make any representation, contract, or commitment on behalf of the Secretary. It is expressly understood that any individual performing services under this Agreement on behalf of the LPA shall not be deemed to be an employee or independent contractor of the Secretary, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from the Secretary. The LPA agrees that it is solely responsible for the reporting and payment of income, social security, and other employment taxes due to the proper taxing authorities with respect to such personnel. The LPA agrees to indemnify, defend and hold harmless the Secretary and its directors, officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees,

relating to the reporting and payment of income, social security, and other employment taxes and the provision of employee benefits (including but not limited to workers' compensation, unemployment insurance, and health insurance coverage or assessable payments required under state or federal) with respect to such individual performing services under this Agreement on behalf of the LPA. This provision shall survive the expiration or termination of this Agreement.

13. **Industry Standards.** Where not otherwise provided in this Agreement, materials or work called for in this Agreement shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all applicable federal, state, and local laws and rules and regulations promulgated thereunder.

14. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

15. **Nondiscrimination and Workplace Safety.** The LPA shall comply with all federal, state, and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules, or regulations may result in termination of this Agreement.

16. **Notices.** Any notice required or submitted under this Agreement shall be deemed given if personally delivered or mailed by registered or certified mail, return receipt requested and postage prepaid, to the following addresses of the Parties or such other addresses as either party shall from time to time designate by written notice.

**The Secretary:**  
 Kansas Department of Transportation  
 Attn: Michelle Needham  
 Division of Fiscal & Asset Management  
 700 SW Harrison Street, 2<sup>nd</sup> Floor West  
 Topeka, KS 66603-3754

**The LPA:**  
 City of Cheney  
 ATTN: Danielle Young  
 City Clerk  
 131 N. Main Street  
 Cheney, KS 67025

17. **Restriction on State Lobbying.** Funds provided by the Secretary under this Agreement shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Agreement shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.



18. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected, and each provision of this Agreement shall be enforced to the fullest extent permitted by law.

19. **Technical Advice and Assistance; Limitations.** Technical advice, assistance, or both, provided by the Secretary under this Agreement shall not be construed as an undertaking by the Secretary of the duties of the LPA or any other individual or entity, or the duties of any Consultant, Contractor, licensed professional engineer, or inspector hired by the LPA.

20. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

21. **Waiver.** A Party's failure to exercise or delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver. Further, no single or partial exercise of any right, power, or privilege shall preclude any other or further exercise thereof.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF CHENEY, KANSAS

\_\_\_\_\_  
CITY CLERK (Date)

\_\_\_\_\_  
MAYOR

(SEAL)

Kansas Department of Transportation  
Secretary of Transportation

By: \_\_\_\_\_  
Lindsey Douglas (Date)  
Deputy Secretary

State of Kansas  
 Department of Administration DA-146a  
 (Rev. 07-19)

### CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

## KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

### PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

### CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

### ASSURANCE APPENDIX A

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 Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) 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, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, 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 Subcontractors, Including Procurements of Material 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 will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination 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 Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, 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 Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA 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 the 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 Recipient or the FHWA, FTA, or FAA 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 Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

### **ASSURANCE APPENDIX E**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures 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 LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

**CHENEY MUNICIPAL COURT  
AUGUST 2021 COURT REPORT**

MUNICIPAL COURT JUDGE:	HAROLD FLAIGLE
CITY PROSECUTOR:	BRANDON RITCHA
COURT APPOINTED ATTORNEYS:	TERRY BEALL, REGINA GOFF, LOIS LYNN
POLICE CHIEF:	KENNETH WINTER
OFFICERS:	MARIO MARTINEZ, SGT KYLE THREADGILL, SGT RYAN ADEN, MARTY BELL, JEFF COLE CHRIS BECKER, DAVID OHLDE, GRANT COOK MIKE SATTERLEE, DANNY MCDORMAN
COURT SERVICE OFFICER:	CHRISTOPHER DAVIS
COURT CLERK:	ANGIE GASSMANN

TOTAL NUMBER OF NEW NOTICES TO APPEAR: 7

NUMBER OF TICKETS BY CHENEY #1	0	NUMBER OF TICKETS BY CHENEY #2	1
NUMBER OF TICKETS BY CHENEY #3	0	NUMBER OF TICKETS BY CHENEY #4	3
NUMBER OF TICKETS BY CHENEY #5	1	NUMBER OF TICKETS BY CHENEY #6	0
NUMBER OF TICKETS BY CHENEY #7	2	NUMBER OF TICKETS BY CHENEY #8	0
NUMBER OF TICKETS BY CHENEY #9	0	NUMBER OF TICKETS BY CHENEY #10	0
NUMBER OF TICKETS BY CHENEY #11	0	NUMBER OF TICKETS BY CHENEY #12	0

NUMBER OF ARRAIGNMENTS ON DOCKET:	12	NUMBER OF CONTINUED/REVIEWS ON DOCKET:	9
CONTINUED	7	CONTINUED	4
DISMISSED	0	SENTENCED	1
PAID	2	DISMISSED	0
FAIL TO APPEAR	0	PAID OR PMT MADE	3
WARRANT ISSUED	3	DRIVERS LICENSE SUSPENDED	0
SET FOR TRIAL	0	WARRANT ISSUED	1
SENTENCED	1	SET FOR TRIAL	0
		SENT FOR COLLECITON	0

NUMBER OF TRIALS 0

NUMBER OF PSI/PDS'S ORDERED	1
MONEY PAID TO CSO FOR PSI, UA'S	\$0.00
AMOUNT OF FINES SET COURT NIGHT	\$1,000.00
AMOUNT OF FINES COLLECTED FOR MONTH	\$1,837.00
AMOUNT OF FINES OUTSTANDING CURRENTLY	\$7,482.63
AMOUNT IN COLLECTIONS	\$17,232.36
COURT APPOINTED ATTORNEY FEES	\$200.00
INTERLINGUAL SERVICES	\$0.00

CHENEY POLICE DEPARTMENT

August 2021

MONTHLY REPORT

**CALLS FOR POLICE SERVICE HANDLED:**

**TOTAL- 315/ Average Calls Per Day- 10.2    Previous Month- 325**

**VEHICLE ACCIDENTS INVESTIGATED:**

Non injury- 1

Injury- 0

**TOTAL- 1**

**TRAFFIC INVESTIGATIONS:**

DUI & Other- 0

**TOTAL- 0**

**WARNINGS ISSUED:**

Speeding- 8

Following to Close- 1

Defective Equipment- 11

Headlamps Required- 1

Drove Left of Center- 1

Disobey Stop Sign- 1

**TOTAL- 23**



**NOTICE TO APPEARS ISSUED**

Speeding- 1

MIC Alcohol- 1

Dog at Large- 1

MIP Tobacco- 1

Driving With Suspended Driver's License- 1

Expired License Plate- 1

Blight/Unmowed Yards- 3

Pit Bull Dog Prohibited- 2

**TOTAL- 11**

**CRIMINAL CASES INVESTIGATED**

Mental Patient- 1

Unattended Death- 1

MIP Tobacco- 1

Warrant Arrest- 1

Theft- 3

Criminal Damage to Property- 2

Criminal Deprivation of Property- 1

MIC Alcohol-- 1

**Total- 11**

**CASES CLEARED- 6**

**PATROL CAR STATISTICS:**

Unit #1- (2021 Chevy)

Beginning Odometer- 2,560

Ending Odometer- 3,115

**TOTAL- 550**

Unit #2-(2020 Chevy)

Beginning Odometer- 8,638

Ending Odometer- 9,661

**TOTAL- 1,023**

Unit #3- (2020 Chevy)

Beginning Odometer- 28,002

Ending Odometer- 31,226

**TOTAL- 3,224****TOTAL MILES DRIVEN- 4,797****TOTAL GALLONS OF FUEL- 535.5****AVERAGE MILES PER GALLON- 9.1**

**CHENEY POLICE MONTHLY OVERVIEW****AUGUST 2021**

**AUGUST 1- SGT THREADGILL & CHIEF WINTER SPOKE AT PROFESSIONAL LEARNING DAY AT USD 268**

**AUGUST 9- ASSISTED WITH USD 268 ICE CREAM SOCIAL**

**AUGUST 10- CHIEF WINTER ATTENDED OPEN HOUSE @ CES; OFFICER SUSPENDED FOR DISCIPLINARY MATTER**

**AUGUST 11- CHIEF WINTER & SGT MARTINEZ ATTENDED GARY STEED RETIREMENT AT KLETC**

**AUGUST 12- FIRST DAY OF SCHOOL & CITY COUNCIL MTG/ (3) CALLS FOR SRO @ USD 268**

**AUGUST 13- SGT/SRO THREADGILL WORKED CHS SCHOOL DANCE/ (3) CALLS FOR SRO @ USD 268**

**AUGUST 14- CHIEF WINTER, CITY ADMINISTRATOR YOUNG & COUNCILPERSON GILE VISITED NATIONAL NIGHT OUT LOCATIONS IN CITY**

**AUGUST 16- (0) CALLS AT USD 268**

**AUGUST 17- CHIEF WINTER & CITY ADMINISTRATOR YOUNG MET WITH CITY ATTY REGARDING EMPLOYEE ISSUE VIA TELEPHONE; CHIEF WINTER, SGT THREADGILL & SGT MARTINEZ MET WITH OFFICER FOR REINSTATEMENT TO WORK; (1) CALL AT USD 268**

**AUGUST 18- TIMESHEETS/PAYROLL DUE; CITY COURT WITH TRIAL; (2) CALLS FOR USD 268**

**AUGUST 19- CHIEF WINTER ATTENDED SG CO CHIEF'S MTG IN BEL AIRE; (1) CALL FOR USD 268**

**AUGUST 20- CHIEF WINTER, SGT MARTINEZ & CITY ADMINISTRATOR YOUNG INTERVIEWED CANDIDATE FOR POLICE OFFICER; CHIEF WINTER & SGT MARTINEZ PARTICIPATED IN KICKBALL GAME AT CES; (2) CALLS FOR USD 268**

**AUGUST 21- OFFICER PROVIDED SECURITY AT WHITE BARN**

**AUGUST 23- (4) CALLS FOR USD 268**

**AUGUST 24- CHIEF WINTER ATTENDED DEPT HEAD MTG AT CITY OFFICE; (4) CALLS FOR USD 268**

**AUGUST 25- (3) CALLS FOR USD 268**

**AUGUST 26- CHIEF WINTER & SGT MARTINEZ ATTENDED WELLNESS MTG AT CITY OFFICE; (2) CALLS FOR USD 268**

**AUGUST 27- OFFICER BECKER & SGT THREADGILL ATTENDED FALL SPORTS SCRIMMAGES; (5) CALLS FOR USD 268**

**AUGUST 28- OFFICER PROVIDED SECURITY AT WHITE BARN**

**AUGUST 30- NO ACTIVITY**

**AUGUST 31- (2) CALLS FOR USD 268**

**CHENEY FIRE DEPARTMENT  
AUGUST 2021**

**We had 15 Fire Runs & 16 EMS Runs, Totaling 31 Runs For This Month**

**Fire Runs**

08/02/2021	CAR RADIATOR-NO FIRE
08/02/2021	GRASS FIRE
08/04/2021	DOWNED POWER LINE
08/04/2021	DISREGARDED
08/05/2021	GRASS FIRE
08/05/2021	DISREGARDED
08/07/2021	10-48
08/12/2021	ASSISTED KINGMAN EMS
08/12/2021	BALE FIRE
08/16/2021	DITCH FIRE
08/16/2021	GRASS FIRE-MUTUAL AID RENO CO
08/21/2021	POLE FIRE
08/23/2021	BARN FIRE
08/24/2021	REKIND OF BALE FIRE
08/30/2021	SYSTEMS ALARM CHENEY HS

**Type of Incident**

**EMS Runs**

08/01/2021	OD PT
08/01/2021	SICK PERSON
08/01/2021	HEART PROBLEMS
08/05/2021	DIFFICULTY BREATHING
08/06/2021	SICK PERSON
08/07/2021	10-48
08/14/2021	GUN SHOT – CHENEY LAKE
08/17/2021	SICK PERSON
08/19/2021	LACERATIONS
08/22/2021	SICK PERSON
08/23/2021	SICK PERSON
08/24/2021	SICK PERSON
08/25/2021	CHEST PAIN
08/27/2021	POSSIBLE STROKE
08/27/2021	WELFARE CHECK CODE ORANGE
08/31/2021	SICK PERSON

**Type of EMS**

## 2021 GAS REPORT

MONTH	CITY		LACK HILLS		CITY OF CHENEY			RESIDENTIAL			COMMERCIAL			FEE	
	METER READING as of 15th	MCF USAGE as of 15th	MCF USAGE as of 15th	BLACK HILLS DOLLARS BILLED	LACK HILL BILLING RATE	TOTAL VOLUME BILLED	TOTAL DOLLARS BILLED	# RES. CUST.	\$ BILLED RES. CUST.	VOLUME RES. CUST.	# COMM. CUST.	\$ BILLED COMM. CUST.	VOLUME COMM. CUST.	NET REVENUE	\$3.15
JAN (So.Mtr)				13908 \$ 49,404.25	\$3.5500	14,553	\$ 95,217.30	713	\$ 54,870.36	7,995	83	\$ 40,346.94	6,558	\$ 45,813.05	
FEB (So.Mtr)				19039 \$ 116,551.03	\$6.1200	18,060	\$ 149,015.14	708	\$ 84,441.15	9,920	83	\$ 64,573.99	8,140	\$ 32,464.11	
MAR (So.Mtr)				8218 \$ 29,213.57	\$3.5500	9,412	\$ 94,261.05	722	\$ 59,922.27	5,782	82	\$ 34,338.78	3,630	\$ 65,047.48	\$ 29,647.80
APR (So.Mtr)				6427 \$ 21,867.96	\$3.3800	6,534	\$ 66,900.80	724	\$ 38,159.93	3,463	82	\$ 28,740.87	3,071	\$ 45,032.84	\$ 20,582.10
MAY (So.Mtr)				4378 \$ 15,958.14	\$3.6500	4,615	\$ 50,991.35	722	\$ 28,741.75	2,337	82	\$ 22,249.60	2,278	\$ 35,033.21	\$ 14,537.25
JUNE (So.Mtr)				2386 \$ 8,959.35	\$3.7500	2,446	\$ 31,249.33	724	\$ 16,898.03	1,045	82	\$ 14,351.30	1,401	\$ 22,289.98	\$ 7,704.90
JULY (So.Mtr)				1726 \$ 7,459.12	\$4.3200	1,739	\$ 25,471.88	720	\$ 15,326.10	845	82	\$ 10,145.78	894	\$ 18,012.76	\$ 5,477.85
AUG (So.Mtr)				1884 \$ 8,888.17	\$4.7200	1,915	\$ 28,156.19	721	\$ 15,788.19	838	83	\$ 12,368.00	1,077	\$ 19,268.02	\$ 6,032.25
SEPT (So.Mtr)							0 \$ -							\$ -	\$ -
OCT (So.Mtr)							0 \$ -							\$ -	\$ -
NOV (So.Mtr)							0 \$ -							\$ -	\$ -
DEC (So.Mtr)							0 \$ -							\$ -	\$ -
<b>TOTAL</b>	<b>0</b>	<b>0.00</b>	<b>57,966</b>	<b>\$ 258,301.59</b>	<b>0.00</b>	<b>59,274</b>	<b>\$541,263.04</b>	<b>719.25</b>	<b>\$ 314,147.78</b>	<b>32,225</b>	<b>82.38</b>	<b>\$ 227,115.26</b>	<b>27,049</b>	<b>\$ 282,961.45</b>	<b>\$ 83,982.15</b>

JAN 645+  
 FEB 979-  
 MARCH 1194+  
 APRIL 107+  
 MAY 237+  
 JUNE 60+  
 JULY 13+  
 AUG 31+  
 SEPT  
 OCT  
 NOV  
 DEC  
 TOTAL 1308+

2021 WATER REPORT

MONTH	TOTAL VOLUME BILLED	TOTAL DOLLARS BILLED **	# RES. CUST.	\$ BILLED RES. CUST.	VOLUME RES. CUST.	# COMM. CUST.	\$ BILLED COMM. CUST.	VOLUME COMM. CUST.	SEWER DOLLARS BILLED	GALLONS OF WATER METERED INTO SYSTEM	UNACCOUNTED GALLONS OF WATER	PERCENT ACCOUNT WATER	METERED WATER TO DLFCOURSE
JANUARY	5,029,300	\$ 59,433.51	772	\$23,129.09	3,454,400	87	\$4,922.02	1,574,900	\$31,382.40	5,029,000	-300	0%	0
FEBRUARY	4,596,400	\$ 57,606.03	769	\$22,470.15	3,186,700	86	\$4,559.40	1,409,700	\$30,576.48	4,882,000	285,600	6%	0
MARCH	4,524,300	\$ 57,748.13	781	\$22,379.50	3,098,000	86	\$4,547.36	1,426,300	\$30,821.27	4,599,000	74,700	2%	0
APRIL	5,452,300	\$ 60,222.75	781	\$23,749.74	3,716,000	90	\$4,974.84	1,736,300	\$31,498.17	5,893,000	440,700	7%	0
MAY	6,686,300	\$ 62,480.19	778	\$26,223.04	4,811,500	90	\$4,877.08	1,874,800	\$31,380.07	6,780,000	93,700	1%	0
JUNE	7,876,600	\$ 64,673.40	780	\$27,730.91	5,503,700	94	\$5,130.04	2,372,900	\$31,812.45	8,049,000	172,400	2%	0
JULY	9,768,900	\$ 69,282.60	772	\$31,556.52	7,254,600	96	\$5,755.40	2,514,300	\$31,970.68	9,990,000	221,100	2%	0
AUGUST	9,895,600	\$ 70,714.69	775	\$31,206.87	7,096,500	95	\$6,415.97	2,799,100	\$33,091.85	14,020,000	4,124,400	29%	0
SEPTEMBER	0	\$ -									0	#DIV/0!	0
OCTOBER	0	\$ -									0	#DIV/0!	0
NOVEMBER	0	\$ -									0	#DIV/0!	0
DECEMBER	0	\$ -									0	#DIV/0!	0
<b>TOTAL-AVG.</b>	<b>53,829,700</b>	<b>\$502,161.30</b>	<b>776.00</b>	<b>\$208,445.82</b>	<b>38,121,400</b>	<b>90.50</b>	<b>\$41,182.11</b>	<b>15,708,300</b>	<b>\$252,533.37</b>	<b>59,242,000</b>	<b>5,412,300</b>	<b>9%</b>	<b>0</b>

\*\*INC. SEWER

- January - negative unaccounted due to residential read outs after 15th well read
- February -
- March -
- April -
- May -
- June -
- July -
- August - Water Tower Maintenance
- September -
- October -
- November -
- December -

MAINTENANCE REPORT  
September 2021

APAC removed/replaced 3 blocks for us. The Patch crew also stayed busy repairing areas in streets that were damaged. They did an excellent job and look forward to continueing doing work for the City.

Cunningham Tank completed the disinfection of the water tower on September 1, 2021. We started filling the tower while still on bypass. 2 samples have to be sent to the lab and must have negative results before normal use of the tower can resume. First sample was taken to SDK Labs in Hutchinson on September 2 and the second sample taken in on the 3<sup>rd</sup>. The lab will call/email the results on Saturday, the 4<sup>th</sup>.

The sewer truck was taken to Summit to have the steering gearbox replaced due to leakage along with repairing a starting issue.

We have had quite a number of water leaks that needed repaired lately due to service lines cracking.

Lubber's were able to order the truck on August 19<sup>th</sup>; they stated that unfortunately the next batch of trucks to be manufactured was not the Work Truck models but the more expensive models. They will try to get it in as quick as possible.

Our telemetry system is in the process of being upgraded as well.

Our guys have been doing a great job trying to stay on top of things & getting tasks completed. Kudos to them as it takes all of us to make things happen.

We will be taking applications for new hires as well soon.



Maintenance Superintendent  
Jerry Peitz

**2021 TRASH REPORT**

	# ADDRESSES	X PICKUPS* PAID TO WC	BILLED MONTHLY	PAID WC
JAN	809	\$30.00	\$14,315.25	\$10,551.86
FEB	807	\$0.00	\$14,218.25	\$10,492.90
MARCH	806	\$60.00	\$14,215.75	\$10,517.89
APRIL	800	\$15.00	\$14,075.75	\$10,448.74
MAY	807	\$0.00	\$14,248.75	\$10,383.74
JUNE	807	\$30.00	\$14,239.75	\$10,499.69
JULY	808	\$45.00	\$14,264.25	\$10,537.88
AUG	810	\$30.00	\$14,280.75	\$10,547.26
SEPT	809	\$15.00	\$14,774.25	
OCT		\$0.00		
NOV		\$0.00		
DEC		\$0.00		
<b>TOTALS</b>	<b>807</b>	<b>\$225.00</b>	<b>\$128,632.75</b>	<b>\$83,979.96</b>

\*WC COLLECTS THESE FEES & ARE INCLUDED IN FINAL MONTHLY TOTAL



### **Golf Report September 2021**

The heat continued in August and in my eyes the course began to show it. The golf course was not immune to the armyworms and we are prepared for round two as there are reports of them again in the area. The numbers remain strong!

#### **Rounds Report**

<u>Year</u>	<u>August</u>	<u>Year to Date</u>
2021	3,032	16,338
2020	2,957	16,787
2019	2,235	12,524
2018	2,398	13,597

#### **Revenue Report**

<u>Year</u>	<u>August</u>	<u>Year to Date</u>
2021	\$97,988.20	\$561,670.23
2020	\$92,048.48	\$549,402.60
2019	\$62,263.51	\$414,505.92
2018	\$61,135.03	\$401,336.13

### **Looking Ahead:**

We will host 9 events in September, including the Men’s Club Championship and two high school girls’ tournaments.

Kevin Fowler

Director of Golf

## September 2021- Administrator/Clerk Report

**Census Data-** Census Data is showing our population in Cheney increased 4.15% from April 2010 to April 2020 increasing from 2,094 to 2,181. Sedgwick County shows an increase of 5.1%, with population increasing from 498,365 to 523,824.

**Vaccine Clinic-**Sedgwick County Health Department will be at Cheney Fire Station on September 10<sup>th</sup> from 3-7 pm to give COVID-19 vaccines (1<sup>st</sup> and 2<sup>nd</sup> dose).

**Natural Gas Prices-** KMGA has informed us the price of natural gas continues to climb and have increased more than 15% within the last 60 days. The price to contract for the winter season is also seeing an increase. There are many reasons for the increase price including demand for exports, flat production and low volume in storage. The cost of gas for this upcoming winter season will be considerably higher than past winters due to market trends.

**Santa Fe Property-** The City closed on purchasing the Santa Fe property between Main Street and Garfield. Approval was received from the Railroad to remove the rail siding from the City's Santa Fe property west of Main Street as well.

**KMIT Health Insurance-** KMIT serves as our work comp insurance provider. We are working on creating a health insurance pool amongst multiple cities. This option may or may not be a good option for our city to switch away from our current coverage with BCBS and move to their larger pool. We will know more about rates in early October. (See attached letter for more details.)

**Pool Data-** Mary has calculated the pool data with a comparison to 2020. The 2021 revenues and expenditures showed an increase. Expenditures increased due to a large expense in training 7 new lifeguards and an increase in salaries for being open additional days/pool parties. The average daily attendance was 50 again this year (it was 63 prior to COVID in 2019).

### **Conferences-**

The Annual League Conference will be held October 9-11<sup>th</sup>. Cost is \$275 and elected officials and staff are invited to attend the conference.

**Government Day-** Due to COVID, we have not scheduled Government Day for the 7<sup>th</sup> graders yet as we do not want to risk having staff quarantine. We will hopefully be able to have it later this fall or in the spring.

### **PAST DUES:**

There were 113 past due notices sent on 8/18/21 in the amount of \$11,270.75 (There were 105 in 2020, 124 in 2019, 118 in 2018, 143 in 2017, 148 in 2016 and 159 in 2015.)

### **MONTHLY DUTIES:**

Cash receipts and journal entries were posted to general ledger for August. Revenue and expense reports were given to each department head. Sales tax reports were filed. Cash was reconciled for August. Golf course sales analysis report was reconciled. Council minutes were completed. Payroll was conducted twice. Paperwork was processed for one new part time employee.

# Kansas Municipal Insurance Trust

2250 N. Rock Rd. Ste 118-PMB302 Wichita, KS 67226

August 26, 2021



2020/2021

## Board of Trustees

### Greg DuMars

*President*  
Lindsborg

### Hardy Howard

*Vice President*  
WaKeeney

### VACANT

*Treasurer*

### Ty Lasher

*Past President*  
Bel Aire

### Daniela Rivas

Columbus

### Kristi Carrithers

Valley Center

### Barack Matite

Eudora

### Kelly McElroy

Newton

### Jonathan Mitchell

Hoisington

### VACANT

### Jeff Morris

*Ex-Officio*  
Coffeyville CC

### Don Osenbaugh

*Pool Administrator*

KMIT Members—

Thank you for responding to KMIT's health insurance survey, which will help us in the design and creation of a group medical program solution for our member cities. The goal of this effort is to provide an opportunity for cities to participate in a merit-based health insurance group program, capable of managing costs long-term, while also providing a full range of health care benefits to employees. As mentioned early on, the survey process was the most critical part of this project as we begin to identify trends and segmentations that would best support the launch of this program on January 1, 2022.

### Program Structure:

Based on the survey responses, the following is a high-level outline of the program structure:

- Association Health Plan (AHP) under Kansas law,
- Fully-insured health plans and policies—this is not a self-insured “Pool”,
- Blue Cross Blue Shield of Kansas (BCBS) will issue the policies and pay all claims,
- High-quality BCBS provider networks across the state,

As the program grows, and builds economies of scale, we will gain access to performance data that will enable KMIT to evaluate a self-funding structure (e.g., ‘Self-Funded Trust’) in future years.

## Survey Findings:

**113 Cities responded, representing more than 3,400 employees enrolled on plans.**

We welcome all KMIT Members to participate in the launch of this program. However, **this initial launch structure may not be the best fit for all.** Cities that are partially self-funded or obligated to the State Health Plan, may not find this program to be the best fit for KMIT's launch. That will change over time. But for program launch, we anticipate the **following segmentations of KMIT members will align well** with the AHP structure outlined above:

- 'Fully-insured' plans (not self-funded or partially self-funded), including those cities in their 3<sup>rd</sup> Year on the State Health Plan cycle,
- Enrolled employees on plan of 150, or less,
- Loss ratio (premium to claims ratio) of 80%, or lower,

**57 Cities (1,509 Enrolled Employees) fall within these metrics (*Goal to launch: 500 EE Lives*).**

## Next Steps:

- **August:** IMA and BCBS will develop underwriting rates for cities that meet the targeted segmentation,
- **September:**
  - IMA and KMIT will provide initial preliminary rates to those cities (middle of the month),
  - **KMIT will host a Zoom call to update interested cities that meet the criteria listed above on September 22<sup>nd</sup>, 2021, at 10:30 AM,**
  - Cities will provide KMIT with feedback on interest to join,
- **October: KMIT, IMA and BCBS will deliver final quotes in early October.**

*Ty Lasher*

Ty Lasher, KMIT Health Plan Task Force Chair

## 2021 POOL DATA

---

	2020	2021
<b>Attendance:</b>		
Total Attendance	2,957	3,416
Average Daily Attendance	50	50
Days Open	59	68
Parties	18	25
Swim Lesson Participants	11	9
 <b>Admission:</b>		
Total 20 Punch Cards Sold	90	86
\$45.00 Passes Sold	49	64
\$40.00 Passes Sold	8	3
\$25.00 Passes Sold	21	19
\$135.00 Family Passes Sold	12	16
Daily Swims Sold	1,224	1,260
 <b>Financial Statement:</b>		
<b>Revenues:</b>		
Daily Admissions	3,671.00	3,780.00
Punch Cards	2,930.00	3,475.00
Family Swim Passes	1,485.00	2,180.00
Swim Lessons	330.00	270.00
Parties	1,650.00	2,235.00
Family Swims	0	154.50
Concessions	2,087.50	2,485.00
 Total Revenues	 12,153.50	 \$ 14,579.50
 <b>Expenditures:</b>		
Building & Grounds	715.41	568.29
Chemicals	1,593.72	928.09
Equipment	-0-	-0-
Utilities	2,129.10	2,735.76
Training	530.00	1,285.00
Salaries	12,112.79	15,021.27
Concessions	1,180.67	1,861.39
Concessions Sales Tax	156.56	186.38
Misc.	521.62	626.90
 Total Expenses	 18,939.87	 \$ 23,213.08
 <b>TOTAL PROFIT/(LOSS)</b>	 <b>\$ ( 6,786.37)</b>	 <b>\$ ( 8,633.58)</b>

# COVID-19 VACCINE

Mobile Vaccination Clinic in Your Neighborhood!

## Cheney Fire Department

525 N. Main Street, Cheney, KS

Friday, September 10<sup>th</sup>

3 p.m.-7 p.m.

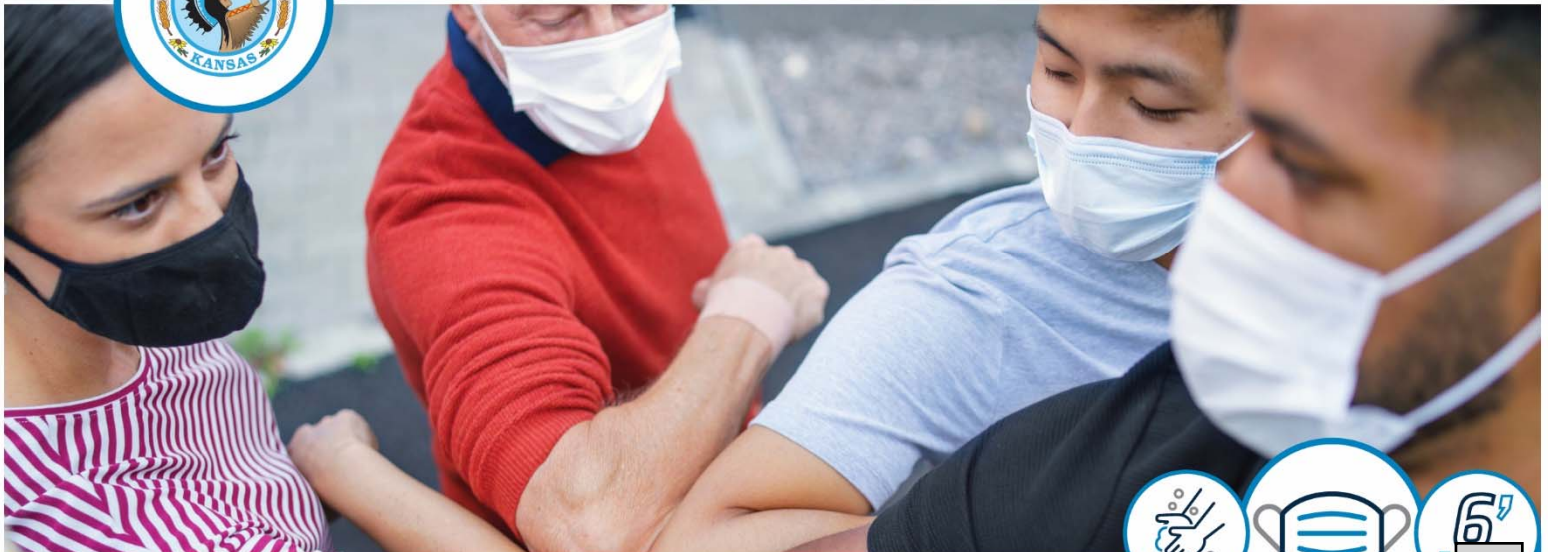
No-cost COVID-19 vaccine.  
Small Setting - Skip the lines!  
Walk-in. No appointment needed.  
Tell your neighbors.

Available to anyone age 12+

Learn more about the COVID-19 vaccine here:  
[sedgwickcounty.org/covid-19/vaccine-information](https://sedgwickcounty.org/covid-19/vaccine-information)

Sedgwick County Health Department - 316-660-7300

Administration: 1900 E. 9th St. N., Wichita - Main Clinic: 2716 W. Central, Wichita



PLEASE HELP PREVENT THE SPREAD OF COVID-19