



MEETING OF THE COUNCIL MEETING

Council Chambers, City Hall – 131 N Main St

November 11, 2021 at 7:00 PM

AGENDA

HONORABLE MAYOR MIZE AND MEMBERS OF THE COUNCIL

CALL REGULAR MEETING TO ORDER

MEMBERS PRESENT

PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

PRAYER

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) Minutes of the October 14, 2021 Council Meeting

B) BILLS LIST OCTOBER 2021

C) **BUILDING PERMITS**

Electrical - 636 Wolf St. - Cheney Electric
Electrical - 210 E South Ave - Twietmeyer Electric
Building - 102 N Jefferson - Otto Contracting
Roofing - 228 N Harrison - Eaton Roofing
Siding - 401 N Marshall - First Quality Home
Curb Cut - 324 Shadybrook - Michael Luehrs

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

OLD BUSINESS

NEW BUSINESS

1) PRESENTATION OF AWARD BY KMGA

2) DISCUSSION OF SANTA FE CROSSING DEVELOPMENT

Ed Laverentz owns Santa Fe Crossing at Lake Road and Santa Fe. Council previously discussed the north lot of this development that is along Heather Lane and allowing a lot split to be done without Heather Lane needing to be paved. Laverentz would like to discuss plans for the development and if access from Santa Fe would be allowed if the south lot is split or platted into multiple lots. Currently, Santa Fe Street is only 30' wide along the south side of Laverentz's lots and is not wide enough for the standard 60' road right-of-way.

3) DISCUSSION AND CONSIDERATION OF PROJECTS AT SOUTH MAIN COMPLEX

Bids were received to construct a basketball court as part of the LWCF grant at the South Main Complex. Different options for the type of concrete and surfacing of the court were discussed at the meeting last month.

Pricing was also obtained for irrigation on Field 4 and is not covered by the LWCF grant.

Motion: Approve basketball court to be built by _____ in the amount of \$_____.

Funding: 50% LWCF Grant 50% Park Budget.

Approve the hiring of _____ as the electrical contractor in the amount of \$_____ to install wiring for Basketball Court lights.

Approve purchasing items to irrigate ballfield 4 in the amount up to \$3,873.25 from Western Supply and \$1,344.32 from The Tap.

Funding: Park Budget

4) CONSIDERATION TO ACCEPT SOLID WASTE CONTRACT FROM WASTE CONNECTIONS

Last month Council agreed to move forward with Waste Connection's solid waste bid.

Motion: Approve Comprehensive Franchise Agreement for collection, hauling and disposal of municipal solid waste in the City of Cheney commencing January 1, 2022.

5) CONSIDERATION OF MAYOR MIZE'S APPOINTMENT

Cheney Fire Department has requested the appointment of

Firefighter Grant Coon

Motion: Confirm the Mayor's appointment.

6) REVIEW SIDEWALK PLANS ALONG SOUTH MAIN FOR KDOT COST-SHARE PROJECT

Schwab-Eaton has prepared the design for the Sidewalk along South Main.

REPORTS

Police Report

[7\)](#) Police Report

[8\)](#) Court Report

Fire Report

[9\)](#) Cheney Fire Report

Maintenance Report

[10\)](#) Maintenance Report

[11\)](#) Gas Report

[12\)](#) Water Report

[13\)](#) Trash Report

Golf Course Report

[14\)](#) Golf Report

Administrator's Report

[15\)](#) Administrator Report

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.



COUNCIL MEETING

Council Chambers, City Hall – 131 N Main St

October 14, 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, Ryan Graf, Greg Kampling and Greg Williams were present. Staff present were City Administrator/Clerk Danielle Young, City Attorney Austin Parker (arriving late), Police Chief Ken Winter, Maintenance Superintendent/Fire Chief Jerry Peitz and Director of Golf Kevin Fowler (arriving late).

Guests present were Travis Mounts- TSNews, Matt Towne and Garrett Thomes- Ideatek, Kevin, Denise, & Kennedy Eastman.

PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

DETERMINE AGENDA ADDITIONS- none

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) Minutes from September 9, 2021 Meeting
Minutes from October 6, 2021 Special Meeting
- B) Bills List September 2021
- C) **Building Permits**
 - Fence - 314 N Marshall - Mauricio de le Serna
 - Fence - 215 N Wolf St - American Fence
 - Fence - 717 E 2nd Ave - Jarret Hudson
 - Sprinkler - 115 N Lincoln - Grady Laverentz
 - Electrical - 125 E 2nd St - Young Electric
 - Roofing - 128 N Marshall - Dingers Roofing
 - Roofing - 314 N Marshall - Partridge Roofing
 - Building - 324 Shadybrook - JY Construction
 - Siding - 106 E Shadybrook - Kampling Construction
 - Siding - 121 & 123 Ave A - Kampling Construction
 - Shed - 507 N Main - Ivan Pauly
 - Shed - 304 W 2nd Ave - Brad Ewy
 - Shed - 820 N Lincoln - Greg Williams

Motion made by Councilmember Albers, Seconded by Councilmember Williams.

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

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

Kennedy Eastman read her DARE Essay that won the Kansas State DARE essay contest. The City awarded her with a certificate.

OLD BUSINESS**NEW BUSINESS****CONSIDERATION OF TOWER LEASE AGREEMENT WITH IDEATEK**

Ideatek made a request to place an antenna on the City's water tower to provide a wireless internet service. A lease agreement was presented. Representatives from Ideatek discussed their history and their mission to serve the underserved and how they've built out smaller towns with CARES funds. The wireless internet service is Airlight, which needs direct line of site from a receiver deployed on the Water Tower. It will provide a stable and consistent internet connection with speeds up to 100 mbps.

Councilmember Williams asked the range for the wireless service. Matt Towne stated they try to hook up great service, so they're conservative about how far out they go, but it's typically an unobstructed 5-mile range. Councilmember Kamplung asked if trees block the connection, Towne said they do a site survey to make sure there's a line of site.

Ideatek said they can deploy their wireless internet easier and then they internally tax their wireless system and that money goes back to building fiber in the community. The 8 antennas they'll use are 12" and weigh 12 lbs and will circle the tower. They use hardware that doesn't create rust streaks. They have deployed the wireless in Inman, Buhler, Highlands, and Derby already.

Ideatek also talked about their VOIP phones, which only require power and internet. Ideatek said that their wireless customers usually switch to their fiber service when it's built out. Pricing tiers for customers were discussed as well as their pricing for the fiber service. Ideatek mentioned that they could work with local developers to build fiber at the same time as the housing development goes in.

Attorney Parker discussed Ideatek's project in Andale and asked if they would look at a quadrant of town to build out fiber first? Councilmember Albers thought the City needed to give citizens options for internet and was in favor of the lease agreement. Ideatek plans to place equipment in November.

Motion: Accept agreement from Ideatek with approval from Attorney.

Motion made by Councilmember Williams, Seconded by Councilmember Albers.

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

ORDINANCE 938 REGULATING ANIMAL CONTROL WITHIN THE CORPORATE LIMITS OF THE CITY OF CHENEY, KANSAS BY AMENDING SECTION 2-405 CONSENT OF ADJACENT HOUSEHOLDERS FOR LIVESTOCK LICENSING AND REPEALING ALL CONFLICTING ORDINANCES AND PART OF ORDINANCES OF THE CITY OF CHENEY, KANSAS

The current livestock code from 1976 requires consent from adjacent householders upon a livestock license being issued and each year when the license is renewed. A request was made to remove the unanimous consent upon the renewal of the license. It was briefly discussed at the September meeting and recommended to change the codes so that unless complaints were received, consent from adjacent householders would not be required for the license renewal.

Motion: Adopt Ordinance 938 amending section 2-405 of the Cheney City Code.

Motion made by Councilmember Graf, Seconded by Councilmember Kamplung.

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

ACCEPTANCE OF PROPOSALS FOR THE COLLECTION OF RESIDENTIAL SOLID WASTE

A Request for Proposals for trash and recycling collection were sent out since the contract with Waste Connections ends at the end of this year. The City only received one formal bid back and has three different options: 2, 5 or 7 year term. The rates will increase as the City's current contract is \$12.19 for residential trash and the 2-year term is \$16, 5-year term is \$15.50 or 7-year term is \$15. They have stated prices increased due to increased operating costs over the past 12-18

months. Young has had conversations with Waste Connections to see if there are other options to lower these prices and they offered to change the annual clean-up day to offering a transfer station coupon for residents to haul their items, it would save .25/month or roll-off dumpsters could be brought in to the maintenance department facility and residents would have to take to that location and city staff would help unload. This option would also only save .25/month. Young thought residents enjoyed the convenience of setting items out to the curb on clean-up day.

Council's options are to accept the bid from Waste Connections or they can decline the bid and allow staff to go out and negotiate with a trash company. Young stated there were two other companies interested, but did not submit a formal bid. Attorney Parker mentioned that Waste Connections owns the transfer station. Young said that Waste Connections did an early renewal for the City last time and lowered the monthly rates. If you look at the current rates the City has now, they're extremely low due to that early renewal agreement that was completed.

Young has been looking at trash rates for other cities and has found that cities with lower trash rates are in the middle of a 10-year contract, so they still have the cheaper rates the City is currently on because they haven't renewed recently. Valley Center just renewed their trash rates with Waste Connections at \$16.50, so it appears even though the bid is higher than our current rates, it's lower than what they bid another City for. Valley Center also received a bid from Waste Link and their rates were higher than Waste Connections, so if Council wants to reject the bid from Waste Connections there's a possibility that the rates from the other companies will be higher.

Kamplung thought the City has had good luck with Waste Connections being the current provider and thought the price would go up again, so the City should look at a lease to keep the price locked in for the longest term. Waste Connections has sent over a contract asking for exclusive rights to commercial poly carts, which they do not have now. Staff thought there was only one business in Cheney that doesn't have city trash for their poly cart service and thought the City could be comparable in price for that business. Dumpster service would not be included on the trash service provided by the City.

Attorney Parker discussed if exclusivity was allowed by the KS legislature and would double check if that is allowed. Young stated that the City adds an upcharge to the trash rate and that price is set in December of each year and the Council could change the current price. Albers thought the term should be 7 years. Young stated the rate for the 7-year term would be locked in for 2 years and then increase by 2% each year after. For the 5-year term, it's locked in for 2 years and increases by 3%. Young said if you compare the terms at the end of 5 years, the 7-year term would be \$1 cheaper than the 5-year term due to the different percentage increase.

Motion: Approve the proposal for waste collection from Waste Connections for 7 years.

Motion made by Councilmember Albers, Seconded by Councilmember Graf.

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

A formal contract will be brought back for final approval.

DISCUSSION AND CONSIDERATION OF PROJECTS AT SOUTH MAIN COMPLEX

Administrator Young said bids were received to purchase all of the items needed for the irrigation of the multi-use fields. There are 16 items that would be cheaper if purchased from Western Supply compared to The Tap. These 16 items would save \$683.76 if purchased from Western. The items will be reimbursed by the grant at 50%. The layout would not be down the middle, to leave room for the basketball courts. Mize asked if this was for parts only. Young said The Tap has done the lay-out, but we would provide the labor to install the system. The irrigation will be run off of City water and not a well. An insulated well house or vault may be needed for the booster pump.

Motion: Purchase items for irrigation system in the amount of \$11,909.31 from The Tap and \$3,352.50 from Western Supply.

Motion made by Councilmember Kamplung, Seconded by Councilmember Williams.

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

Young Construction originally completed the dirt work on the multi-use fields and upon looking at it again, Young Construction did not think any additional dirt work was needed for the basketball court to be installed. Young said she has been talking to different companies on constructing the basketball court, but does not have pricing to submit because each company did not submit comparable bids. Young asked Council if they had a preference on a 5" concrete pad or post-

tension cabled concrete. The benefit to the post-tension cabled concrete is if the concrete cracks, it doesn't spread or have elevate. Young said she can bring back pricing for both types of concrete if Council wants to see price differences.

Councilmember Williams asked if the coloring was different than the concrete they were talking about. Young said that was a separate decision that needs to be made and the contractor could just paint basketball lines on or do a surfacing. The surfacing is an epoxy/latex paint with sand/grit that is painted on. The surfacing lasts 7-10 years and after 10 years it could be replaced. After 10 years it loses the gritiness, so the surfacing will be slick like concrete, but after 10 years it wouldn't be peeling off to where it would need to be removed, the City could just choose to leave it alone and not redo the surfacing.

Councilmember Williams asked if the surfacing was a want or a need. Councilmember Kampling thought a concrete pad would be sufficient without the surfacing so it could be used for other things, such as skateboarding and roller skating. If the rubber coating is put down, it would be limited to basketball only. Mayor Mize thought the painted lines would be nice, but needed wanted more info on the surfacing. Kampling mentioned the City would have to spend another \$10,000 every 10 years to replace the surfacing. Kampling mentioned the surfacing at the elementary school on the old tennis courts and they can't use that concrete without paying someone a fortune to come in and remove the old surfacing. Young showed Council examples of courts with surfacing.

Young stated the court would have 10' fencing and lights. Councilmember Williams pictured hockey, roller blading, and other activities at the court besides basketball and asked if the City would prevent activities other than basketball from being on the court. Young mentioned that the contractors said roller-skating shouldn't be allowed on the surfacing. Kampling thought if surfacing was put down, you'd have to limit the activity. Williams asked who would police to make sure kids weren't doing prohibited activities on the court. Williams asked if spending more on the upgrade concrete and removing the surfacing cost would be worth it? Kampling thought if rebar was put in the concrete, it would do the same as the post-tension cable system. Discussed placing sand or crushed concrete down as a base for the concrete pad.

Concrete pad, fencing, adjustable goals and lighting. Additional cost for electrician. Young will bring the bids back. Mayor Mize asked how the lights would work. Young said they could be put on a timer and discussed having some type of yard light on at all times.

Councilmember Williams asked if there was a possibility for City to pour the concrete. Peitz said the City does not have concrete equipment. Young said she has priced out the items individually to see if the City could save money piecing the project together, and thought the pricing would be comparable, but the City would be dealing with 5 different vendors and trying to line up the timing from everyone may delay the project and take our maintenance crew away from the other projects. Mayor asked if we didn't do the surfacing if we could pour a second pad for the basketball court with the funds we were saving. Young said the bids have increased since the grant was applied for, so didn't think there would be funds left over for another court.

The placement of basketball court was discussed to allow for a future restroom/picnic shelter. Mayor thought it was a good idea to put restroom/picnic shelter next to parking lot with a picnic shelter to the north.

CONSIDERATION OF MAYOR MIZE'S APPOINTMENTS

Officer Ryan Aden has submitted his letter of resignation. Mayor Mize requested Council's confirmation on the following appointments of officers for a one-year term:

Part-time Police Officer: Carrie Phelps

Full-time Police Officer: Michael Inlow

Motion: Accept Ryan Aden's resignation and confirm the Mayor's appointments.

Motion made by Councilmember Kampling, Seconded by Councilmember Albers.

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

LEASE AGREEMENT FOR PRIVATE OPERATIONS ON CITY PROPERTY

A lease agreement was presented for the City to rent a portion of the City's lot, 65' x 140', south of 104 N Main to Precision Plumbing.

Motion: Approve the lease agreement with Grady Laverentz.

Motion made by Councilmember Williams, Seconded by Councilmember Graf.

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

RESOLUTION 308-2021 DETERMINING A NUISANCE EXISTS WITHIN THE CORPORATE LIMITS OF THE CITY OF CHENEY, KANSAS AND ORDERING THE REMOVAL AND ABATEMENT OF SAID NUISANCE

A notice was served to the property owner at 421 S Main on September 9th, 2021. He was given 10 days to mow his property, in which he did not and the City mowed the property. On September 9th, 2021 he was also served notice and given 30 days to remove and abate the following specific items: Remove brush from front driveway, remove appliances from yard, remove cans and trash from yard, and Remove Vehicles/Utility vehicles that are parking in the grass in front of home. The property owner has moved the Utility Vehicle from the front yard, but has not taken care of the other items. By adopting the Resolution, the City would be able to remove the items violating City Code 8-508, 8-509 and 8-201 that are creating an unsightly appearance that constitutes a blight to the adjoining properties. The removal cost could then be assessed to the property.

Council asked if he could be given a little more time. Young stated staff could try to work with him, but thought Council should go ahead and adopt the Resolution so the City wouldn't have to wait until the next meeting to take action if there's no response by the property owner.

Motion: Adopt Resolution 308-2021.

Motion made by Councilmember Albers, Seconded by Councilmember Graf.

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

REPORTS

Police Report

Chief Winter noted that they were still trying to hire another full-time officer.

Fire Report

Chief Peitz reported they did Fire Safety last week for 2.5 days with all of the kids from the school

Maintenance Report

Maintenance Superintendent Jerry Peitz said he had talked to another wastewater operator that may be able to help us with our blue-green algae at the sewer ponds and it won't affect our bugs. Parker said Clearwater put in a circulation pump to move water and aerated and it fixed their issue. Peitz said KDHE told him we could get a floating pump and it could help, but still waiting to hear back from the samples sent to the chemist by KDHE.

Golf Course Report

Director of Golf Kevin Fowler had nothing to add to his report. He did note the course had received just over 2.5" of rain over past week.

Administrator's Report

Administrator Young reported on October 28th there would be a Soup/Chili Feed and Community Pep Rally on Main Street and on November 13th there will be a Veteran's Day Parade on Main Street. Young made sure it was okay for Main Street to be blocked off for these events.

Young went over the removal of the railroad siding along the City's Santa Fe Property west of Main Street that was discussed at the meeting last month. Young Construction will be removing part of the siding on the property that was just sold to the City east of Main Street. Young Construction informed her that there would be a charge, plus a cost to dispose of railroad ties, so Administrator Young did not think spending money to remove the siding west of Main was beneficial to the City at this time and perhaps the maintenance department could look at removing it themselves at some time. Kampling thought the City should just look at removing it ourselves.

Engineers are still working on the plat for the newly acquired Santa Fe property east of Main St. Young has talked to the adjacent property owners and made them the offer to purchase the newly platted lots. There are questions regarding

street access and utility lots that can't be answered until the plat is finished, so the contracts on those lots are not complete yet until the plat information is available.

Young went over the quarterly financial statements for 3rd quarter. Overall, the financials look pretty good, but alcoholic liquor tax revenue is under budget and interest on idle funds are down because of the City's CDs renewing at a lower rate. The gas fund revenue and expenditures show out of budget due to the loan that was taken out earlier in the year. Golf course revenues have exceeded their budget.

The Sunflower Foundation has come out with a walking trail grant that is due November 9th. The master plan for the South Complex shows a walking trail around the park complex. Young showed a map that the walking trail could tie into the other sidewalks being constructed with the KDOT and LWCF sidewalk grants. The walking trail would go further south along Main Street and circle around the baseball fields. Staff believes they could use the sled that was utilized at the golf course to pour the 6' wide concrete paths, but some areas might need to be formed. Young had roughly calculated \$26,000 in concrete costs, plus labor and signage costs, and additional costs for the areas that have to be formed. Young had talked to the school about constructing part of the walking trail on their property. Peitz thought the area around Diamond 3 might need to be formed. The grant pays up to \$55,000. Engineering is not required and a decision on the grant would be made mid-December. Young discussed extending the walking trail to run along the west and north side of the multi-use fields. Young asked for approval to apply for the grant. Council was in favor.

Young discussed the increasing price of natural gas due to exports and the price has doubled since last year due to demand, hurricane Ida, and a low amount of natural in storage and production being flat. KMG does have a new pricing structure to lock in a higher amount of natural gas and purchase less on the daily market. City will push out a flier regarding the increased price.

Developer Ross Scheer asked to put a sign up on the golf course property advertising his development at the Back 9. Young stated the sign Code does not allow signs on government property not erected by City. He could have an on-site development sign facing towards the golf course, advertising the housing development.

Council wanted Young to proceed with a Christmas Party this year for employees and spouses.

ATTORNEY'S ITEMS

MAYOR'S ITEMS

Mayor Philip Mize appreciated the police department taking care of code violation. He asked if the police golf cart had a home to park inside. Chief Winter thought the school might let it be parked inside.

COUNCIL ITEMS

Councilmember Albers had nothing to report.

Councilmember Graf had nothing to report.

Councilmember Kampling asked about the camper at the maintenance shop, left from the Carnival. Young said that it is to be picked up in October by the Carnival's insurance company.

Councilmember Williams had nothing to report.

ADJOURN

Motion to adjourn at 9:32 pm.

Motion made by Councilmember Albers, Seconded by Councilmember Graf.

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



Philip Mize, Mayor

Attest:

Danielle Young, City Clerk

INVOICE APPROVAL LIST BY FUND REPORT

Date: 10/26/2021
 Time: Item B)
 Page: 1

City of Cheney

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 010 GENERAL OPERATING							
Dept: 000.000							
010-000.000-430.000	SWIMMING LES PETTY CASH FUND///		MONTHLY PETTY CASH	0	10/26/2021	10/26/2021	30.00
							30.00
						Total Dept. 000000:	30.00
Dept: 001.000 GENERAL							
010-001.000-714.000	HOSPITALIZATIC BLUE CROSS BLUE SHIELD OF		NOVEMBER STATEMENT	0	10/25/2021	10/25/2021	1,212.78
							1,212.78
010-001.000-714.100	LIFE INSURANC KCL GROUP BENEFITS		MONTHLY STATEMENT	0	10/25/2021	10/25/2021	15.29
							15.29
010-001.000-718.000	OFFICE SUPPLI QUILL CORPORATION/// SUMNER ONE		OFFICE SUPPLIES OFFICE PAPER	0 0	10/26/2021 10/25/2021	10/26/2021 10/25/2021	245.09 10.56
							255.65
010-001.000-726.000	OTHER COMMC SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	10/27/2021	10/27/2021	7.87
							7.87
010-001.000-731.000	STATE IMPOSEI PETTY CASH FUND///		MONTHLY PETTY CASH	0	10/26/2021	10/26/2021	174.00
							174.00
010-001.000-732.000	DUES AND TRA SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	10/27/2021	10/27/2021	743.00
							743.00
010-001.000-734.000	INSURANCE & E EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	10/25/2021	10/25/2021	1,597.34
							1,597.34
010-001.000-735.200	ELECTRIC SER\ EVERGY		MONTHLY STATEMENT	0	10/26/2021	10/26/2021	402.32
							402.32
010-001.000-737.000	OTHER CONTR\ SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	10/27/2021	10/27/2021	13.98
							13.98
010-001.000-737.100	POSTAGE PETTY CASH FUND///		MONTHLY PETTY CASH	0	10/26/2021	10/26/2021	24.76
							24.76
010-001.000-738.000	ADVERTISING TIMES SENTINEL		ORDINANCE 938	0	10/26/2021	10/26/2021	58.50
							58.50
						Total Dept. GENERAL:	4,505.49
Dept: 002.000 POLICE							
010-002.000-714.000	HOSPITALIZATIC BLUE CROSS BLUE SHIELD OF		NOVEMBER STATEMENT	0	10/25/2021	10/25/2021	3,913.51
							3,913.51
010-002.000-714.100	LIFE INSURANC KCL GROUP BENEFITS		MONTHLY STATEMENT	0	10/25/2021	10/25/2021	

INVOICE APPROVAL LIST BY FUND REPORT

Date: 10/28/2021
 Time: Item B)
 Page: 2

City of Cheney

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
010-002.000-718.000	OFFICE SUPPLI						
	LINSTAR		OFFICE SUPPLIES	0	10/25/2021	10/25/2021	51.44
	SUMNER ONE		OFFICE PAPER	0	10/25/2021	10/25/2021	10.56
							62.00
010-002.000-726.000	OTHER COMMC						
	SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	10/27/2021	10/27/2021	18.69
							18.69
010-002.000-734.000	INSURANCE & E						
	EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	10/25/2021	10/25/2021	1,020.69
							1,020.69
010-002.000-735.200	ELECTRIC SER\						
	EVERGY		MONTHLY STATEMENT	0	10/26/2021	10/26/2021	66.55
							66.55
010-002.000-737.100	POSTAGE						
	PETTY CASH FUND///		MONTHLY PETTY CASH	0	10/26/2021	10/26/2021	9.52
	PETTY CASH///		MONTHLY PETTY CASH BAG	0	10/26/2021	10/26/2021	3.19
							12.71
010-002.000-739.000	EQUIPMENT PA						
	UNIQUE ENTERPRISES		POLICE DEPT PARTS	0	10/25/2021	10/25/2021	60.00
							60.00
							Total Dept. POLICE: 5,170.91
Dept: 002.100 MUNICIPAL COURT							
010-002.100-714.000	HOSPITALIZATIC						
	BLUE CROSS BLUE SHIELD OF		NOVEMBER STATEMENT	0	10/25/2021	10/25/2021	151.01
							151.01
010-002.100-718.000	OFFICE SUPPLI						
	SUMNER ONE		OFFICE PAPER	0	10/25/2021	10/25/2021	10.56
							10.56
010-002.100-733.000	TRAVEL EXPEN						
	SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	10/27/2021	10/27/2021	231.08
	SO CENTRAL KS COURT SERVI		TRAVEL FOR CHRIS	0	10/25/2021	10/25/2021	44.80
							275.88
							Total Dept. MUNICIPAL COURT: 437.45
Dept: 003.000 FIRE							
010-003.000-715.000	UNIFORMS AND						
	WEIS AMERICAN FIRE EQUIP C		FIREMENS BOOTS	0	10/26/2021	10/26/2021	3,612.00
							3,612.00
010-003.000-734.000	INSURANCE & E						
	EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	10/25/2021	10/25/2021	1,258.38
							1,258.38
010-003.000-735.200	ELECTRIC SER\						
	EVERGY		MONTHLY STATEMENT	0	10/26/2021	10/26/2021	304.68
							304.68
010-003.000-737.000	OTHER CONTR\						
	SCOTTS ELECTRIC		FIRE STATION GENERATOR	0	10/25/2021	10/25/2021	302.00
							302.00
							Total Dept. FIRE: 5,477.06
Dept: 004.000 PARKS & POOLS							
010-004.000-726.000	OTHER COMMC						

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	CENTRAL SAND CO INC		SAND FOR BALLFIELDS	0	10/25/2021	10/25/2021	173.16
							173.16
010-004.000-734.000	INSURANCE & E EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	10/25/2021	10/25/2021	320.96
							320.96
010-004.000-735.200	ELECTRIC SER\N EVERGY		MONTHLY STATEMENT	0	10/26/2021	10/26/2021	162.95
							162.95
010-004.000-739.000	EQUIPMENT PA FARM SUPPLY LLC		MONTHLY STATEMENT	0	10/26/2021	10/26/2021	114.44
							114.44
							Total Dept. PARKS & POOLS: 771.51
Dept: 005.000 STREET LIGHT							
010-005.000-735.000	PUBLIC UTILITY EVERGY		MONTHLY STATEMENT	0	10/26/2021	10/26/2021	24.23
							24.23
							Total Dept. STREET LIGHT: 24.23
Dept: 006.000 STREET MAINT.							
010-006.000-714.000	HOSPITALIZATIC BLUE CROSS BLUE SHIELD OF		NOVEMBER STATEMENT	0	10/25/2021	10/25/2021	767.71
							767.71
010-006.000-734.000	INSURANCE & E EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	10/25/2021	10/25/2021	488.70
							488.70
010-006.000-739.000	EQUIPMENT PA FARM SUPPLY LLC KIMBALL MIDWEST		MONTHLY STATEMENT	0	10/26/2021	10/26/2021	45.52
				0	10/25/2021	10/25/2021	50.78
							96.30
010-006.000-763.000	CONSTRUCTIOI ALBERS/DONALD// SMITH/NATHAN//		SIDEWALK GRANT HANDICAP CURB	0	10/25/2021	10/25/2021	750.00
				0	10/25/2021	10/25/2021	2,000.00
							2,750.00
							Total Dept. STREET MAINT.: 4,102.71
Dept: 008.000 SENIOR CITIZENS							
010-008.000-734.000	INSURANCE & E EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	10/25/2021	10/25/2021	137.00
							137.00
010-008.000-735.200	ELECTRIC SER\N EVERGY		MONTHLY STATEMENT	0	10/26/2021	10/26/2021	111.23
							111.23
							Total Dept. SENIOR CITIZENS: 248.23
Dept: 012.000 GOLF COURSE							
010-012.000-714.000	HOSPITALIZATIC BLUE CROSS BLUE SHIELD OF		NOVEMBER STATEMENT	0	10/25/2021	10/25/2021	2,462.20
							2,462.20
010-012.000-714.100	LIFE INSURANC KCL GROUP BENEFITS		MONTHLY STATEMENT	0	10/25/2021	10/25/2021	

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
010-012.000-718.000	OFFICE SUPPLI QUILL CORPORATION/// SUMNER ONE		OFFICE SUPPLIES OFFICE PAPER	0 0	10/26/2021 10/25/2021	10/26/2021 10/25/2021	79.99 10.56 90.55
010-012.000-718.100	CLEANING SUP SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	10/27/2021	10/27/2021	11.98 11.98
010-012.000-719.000	GAS & OIL SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	10/27/2021	10/27/2021	137.94 137.94
010-012.000-726.000	OTHER COMMC FARM SUPPLY LLC SAM'S CLUB MASTERCARD		MONTHLY STATEMENT MONTHLY STATEMENT	0 0	10/26/2021 10/27/2021	10/26/2021 10/27/2021	71.85 26.98 98.83
010-012.000-733.000	TRAVEL EXPEN FOWLER/KEVIN//		MILEAGE FOR KEVIN	0	10/25/2021	10/25/2021	25.76 25.76
010-012.000-734.000	INSURANCE & E EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	10/25/2021	10/25/2021	1,501.36 1,501.36
010-012.000-735.200	ELECTRIC SER EVERGY		MONTHLY STATEMENT	0	10/26/2021	10/26/2021	3,001.73 3,001.73
010-012.000-736.120	IRRIGATION RE FARM SUPPLY LLC		MONTHLY STATEMENT	0	10/26/2021	10/26/2021	65.98 65.98
010-012.000-736.200	FOOD & BEVER ART'S & MARY'S TATER CHIPS PEPSI-COLA S & Y ENTERPRISES SAM'S CLUB MASTERCARD		GOLF COURSE FOOD PRODUCTS GOLF COURSE BEVERAGES GOLF COURSE FOOD PRODUCT MONTHLY STATEMENT	0 0 0 0	10/25/2021 10/25/2021 10/28/2021 10/27/2021	10/25/2021 10/25/2021 10/28/2021 10/27/2021	49.50 203.84 154.00 546.71 954.05
010-012.000-736.400	BEER PURCHAS CHERRY OAKS GOLF COURSE CHERRY OAKS GOLF COURSE CHERRY OAKS GOLF COURSE		GOLF COURSE BEER PRODUCTS GOLF COURSE BEER PRODUCTS GOLF COURSE BEER PRODUCTS	0 0 0	10/25/2021 10/25/2021 10/25/2021	10/25/2021 10/25/2021 10/25/2021	212.85 51.20 424.50 688.55
010-012.000-737.100	POSTAGE PETTY CASH FUND///		MONTHLY PETTY CASH	0	10/26/2021	10/26/2021	10.00 10.00
010-012.000-760.120	GOLF CART REI MASEK GOLF CAR COMPANY		GOLF CART REPAIRS	0	10/28/2021	10/28/2021	306.00 306.00
Total Dept. GOLF COURSE:							9,367.50
Fund GENERAL OPERATING:							30,135.09

Fund: 030 SEWER

Dept: 000.000

030-000.000-714.000	HOSPITALIZATIC BLUE CROSS BLUE SHIELD OF		NOVEMBER STATEMENT	0	10/25/2021	10/25/2021	1,140.00
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							1,768.97
030-000.000-714.100	LIFE INSURANC KCL GROUP BENEFITS		MONTHLY STATEMENT	0	10/25/2021	10/25/2021	4.19
							4.19
030-000.000-718.000	OFFICE SUPPLI SAM'S CLUB MASTERCARD SUMNER ONE		MONTHLY STATEMENT OFFICE PAPER	0 0	10/27/2021 10/25/2021	10/27/2021 10/25/2021	18.12 10.54
							28.66
030-000.000-726.000	OTHER COMMC SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	10/27/2021	10/27/2021	66.49
							66.49
030-000.000-732.000	DUES AND TRA KANSAS MUNICIPAL UTILITIES,		CD WORKSHOP FOR CALEB WOC	0	10/25/2021	10/25/2021	50.00
							50.00
030-000.000-734.000	INSURANCE & E EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	10/25/2021	10/25/2021	856.91
							856.91
030-000.000-735.200	ELECTRIC SER\N EVERGY		MONTHLY STATEMENT	0	10/26/2021	10/26/2021	807.30
							807.30
030-000.000-737.100	POSTAGE PETTY CASH FUND///		MONTHLY PETTY CASH	0	10/26/2021	10/26/2021	13.00
							13.00
030-000.000-739.000	EQUIPMENT PA FARM SUPPLY LLC KIMBALL MIDWEST		MONTHLY STATEMENT	0 0	10/26/2021 10/25/2021	10/26/2021 10/25/2021	45.52 50.80
							96.32
						Total Dept. 000000:	3,691.84
						Total Fund SEWER:	3,691.84
Fund: 050 WATER							
Dept: 000.000							
050-000.000-714.000	HOSPITALIZATIC BLUE CROSS BLUE SHIELD OF		NOVEMBER STATEMENT	0	10/25/2021	10/25/2021	1,247.48
							1,247.48
050-000.000-714.100	LIFE INSURANC KCL GROUP BENEFITS		MONTHLY STATEMENT	0	10/25/2021	10/25/2021	4.19
							4.19
050-000.000-718.000	OFFICE SUPPLI SAM'S CLUB MASTERCARD SUMNER ONE		MONTHLY STATEMENT OFFICE PAPER	0 0	10/27/2021 10/25/2021	10/27/2021 10/25/2021	21.50 10.56
							32.06
050-000.000-726.000	OTHER COMMC HACH COMPANY/// SAM'S CLUB MASTERCARD		WATER DEPT CHEMICALS MONTHLY STATEMENT	0 0	10/25/2021 10/27/2021	10/25/2021 10/27/2021	816.36 18.13
							834.49
050-000.000-732.000	DUES AND TRA KANSAS MUNICIPAL UTILITIES, SAM'S CLUB MASTERCARD		CD WORKSHOP FOR CALEB WOC MONTHLY STATEMENT	0 0	10/25/2021 10/27/2021	10/25/2021 10/27/2021	50.00
							116.67

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050-000.000-734.000	INSURANCE & E EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	10/25/2021	10/25/2021	1,447.08
							1,447.08
050-000.000-735.200	ELECTRIC SER\ EVERGY		MONTHLY STATEMENT	0	10/26/2021	10/26/2021	251.60
							251.60
050-000.000-737.000	OTHER CONTR\ DPC ENTERPRISES, L. P.		WATER WELL RENTAL CYCLINDE	0	10/26/2021	10/26/2021	30.00
							30.00
050-000.000-737.100	POSTAGE PETTY CASH FUND/// PETTY CASH///		MONTHLY PETTY CASH MONTHLY PETTY CASH BAG	0 0	10/26/2021 10/26/2021	10/26/2021 10/26/2021	10.00 5.10
							15.10
050-000.000-739.000	EQUIPMENT PA FARM SUPPLY LLC KIMBALL MIDWEST		MONTHLY STATEMENT	0 0	10/26/2021 10/25/2021	10/26/2021 10/25/2021	95.59 50.80
							146.39
050-000.000-740.000	LINE MAINTENA SALINA SUPPLY COMPANY///		WATER DEPT PARTS	0	10/27/2021	10/27/2021	914.70
							914.70
							Total Dept. 000000: 5,039.76
							Total Fund WATER: 5,039.76
Fund: 060 GAS							
Dept: 000.000							
060-000.000-714.000	HOSPITALIZATIC BLUE CROSS BLUE SHIELD OF		NOVEMBER STATEMENT	0	10/25/2021	10/25/2021	1,844.47
							1,844.47
060-000.000-714.100	LIFE INSURANC KCL GROUP BENEFITS		MONTHLY STATEMENT	0	10/25/2021	10/25/2021	4.19
							4.19
060-000.000-718.000	OFFICE SUPPLI SAM'S CLUB MASTERCARD SUMNER ONE		MONTHLY STATEMENT OFFICE PAPER	0 0	10/27/2021 10/25/2021	10/27/2021 10/25/2021	21.50 10.56
							32.06
060-000.000-726.000	OTHER COMMC SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	10/27/2021	10/27/2021	18.13
							18.13
060-000.000-732.000	DUES AND TRA KANSAS MUNICIPAL UTILITIES, SAM'S CLUB MASTERCARD		CD WORKSHOP FOR CALEB WOC MONTHLY STATEMENT	0 0	10/25/2021 10/27/2021	10/25/2021 10/27/2021	50.00 66.67
							116.67
060-000.000-734.000	INSURANCE & E EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	10/25/2021	10/25/2021	856.30
							856.30
060-000.000-735.200	ELECTRIC SER\ EVERGY		MONTHLY STATEMENT	0	10/26/2021	10/26/2021	352.40
							352.40
060-000.000-737.100	POSTAGE PETTY CASH FUND///		MONTHLY PETTY CASH	0	10/26/2021	10/26/2021	

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							47.15
060-000.000-739.000	EQUIPMENT PA						
	FARM SUPPLY LLC		MONTHLY STATEMENT	0	10/26/2021	10/26/2021	45.52
	KIMBALL MIDWEST			0	10/25/2021	10/25/2021	50.80
	SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	10/27/2021	10/27/2021	21.42
							117.74
							Total Dept. 000000: 3,389.11
							Total Fund GAS: 3,389.11
Fund: 096 LIBRARY OPERATING FUNI							
Dept: 000.000							
096-000.000-734.000	INSURANCE & E						
	EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	10/25/2021	10/25/2021	485.25
							485.25
096-000.000-735.200	ELECTRIC SER\						
	EVERGY		MONTHLY STATEMENT	0	10/26/2021	10/26/2021	417.34
							417.34
096-000.000-737.000	OTHER CONTR\						
	CHENEY LIBRARY///		LIBRARY PETTY CASH	0	10/27/2021	10/27/2021	39.05
							39.05
096-000.000-737.100	POSTAGE						
	CHENEY LIBRARY///		LIBRARY PETTY CASH	0	10/27/2021	10/27/2021	24.81
							24.81
							Total Dept. 000000: 966.45
							LIBRARY OPERATING FUND: 966.45
Fund: 111 PAYROLL CLEARING FUND							
Dept: 000.000							
111-000.000-222.000	CHILD SUPPOR						
	KANSAS PAYMENT CENTER			0	10/25/2021	10/25/2021	697.38
							697.38
111-000.000-224.000	DENTAL						
	BLUE CROSS BLUE SHIELD OF		NOVEMBER STATEMENT	0	10/25/2021	10/25/2021	636.10
							636.10
111-000.000-228.000	miscellaneous 4						
	BLUE CROSS BLUE SHIELD OF		NOVEMBER STATEMENT	0	10/25/2021	10/25/2021	1,489.51
							1,489.51
							Total Dept. 000000: 2,822.99
							1 PAYROLL CLEARING FUND: 2,822.99
Fund: 136 DIGITAL SIGN							
Dept: 000.000							
136-000.000-730.000	PROFESSIONAL						
	EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	10/25/2021	10/25/2021	10.00
							10.00
							Total Dept. 000000: 10.00
							Total Fund DIGITAL SIGN:

Fund: 140 AGENCY

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Dept: 000.000							
140-000.000-491.000	Income from Other BLUE CROSS BLUE SHIELD OF		NOVEMBER STATEMENT	0	10/25/2021	10/25/2021	1,215.84
							1,215.84
140-000.000-726.000	OTHER COMMERCIAL FARM SUPPLY LLC		MONTHLY STATEMENT	0	10/26/2021	10/26/2021	13.99
	SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	10/27/2021	10/27/2021	134.33
							148.32
140-000.000-750.000	SEDGWICK COUNTY MABCD		SEPTEMBER STATEMENT	0	10/25/2021	10/25/2021	349.73
							349.73
							Total Dept. 000000: 1,713.89
							Total Fund AGENCY: 1,713.89
Fund: 167 DARE Program							
Dept: 000.000							
167-000.000-726.000	OTHER COMMERCIAL CREATIVE PRODUCT SOURCING		DARE PRODUCTS	0	10/25/2021	10/25/2021	126.00
	SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	10/27/2021	10/27/2021	32.23
							158.23
							Total Dept. 000000: 158.23
							Total Fund DARE Program: 158.23
Fund: 170 LWCF GRANT							
Dept: 000.000							
170-000.000-763.000	CONSTRUCTION THE TAP OF KANSAS		BALL FIELD GRANT	0	10/26/2021	10/26/2021	9,947.68
	WICHITA WINWATER WORKS CENTER		BALL FIELD GRANT	0	10/26/2021	10/26/2021	10,885.74
							20,833.42
							Total Dept. 000000: 20,833.42
							Total Fund LWCF GRANT: 20,833.42
							Grand Total: 68,760.78

SANTA FE CROSSING 2ND ADDITION AN ADDITION TO CHENEY, SEDGWICK COUNTY, KANSAS

This plat of "SANTA FE CROSSING 2ND ADDITION, an Addition to Cheney, Sedgwick County, Kansas, has been submitted to and approved by the Cheney Planning Commission, Cheney, Kansas. Dated this 17th day of September, 2017.



Cheney Planning Commission
Bret Abers Chairman
Randall Oliver Secretary
Randall Oliver

This plat approved and all dedications shown hereon, are hereby accepted by the City Council of the City of Cheney, Kansas, dated this day 14th of September, 2017.



Linda Ball Mayor
Danielle Young City Clerk

State of Kansas) SS
Sedgwick County)
Approved this 26th day of September, 2017.

City Attorney for the City of Cheney, Kansas.
Austin Parker City Attorney

Entered on transfer record this 28th day of September, 2017.



Kelly B. Arnold County Clerk

State of Kansas) SS
Sedgwick County)
This is to certify that this plat has been filed for record in the office of the Register of Deeds, this day of 2017, at o'clock M. and is duly recorded.



Register of Deeds
Tonya Buckingham Register of Deeds
Judy J. Paget Deputy



Savoy Company, P.A.
Land Surveyors
483 S. 16th Blvd., Wichita, KS 67211-1911
www.savoyco.com

State of Kansas) SS
Sedgwick County)
We, Savoy Company, P.A., Surveyors in aforesaid county and state do hereby certify that, under the supervision of the undersigned, we have surveyed and platted "SANTA FE CROSSING 2ND ADDITION", an Addition to Cheney, Sedgwick County, Kansas and that the accompanying plat is a true and correct exhibit of the property surveyed, described as follows:

Lots 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 2 and all of Heather Court adjacent to said Lots 3, 4, 5, 6, 7 and 8, Block 2, Wulf Hollow, an Addition to Cheney, Sedgwick County, Kansas.

All Public easements and dedications being vacated by virtue of K.S.A. 12-512(b) as amended.

Savoy Company, P.A.
Date: 15 SEP 17
Surveyor

Reviewed in accordance with K.S.A. 58-2005 on this 15th day of September, 2017.



Deputy County Surveyor
Sedgwick County, Kansas

Know all men by these presents that we, the undersigned, have caused the land described in the surveyors certificate to be platted into Lots, a Block and Streets to be known as "SANTA FE CROSSING 2ND ADDITION", an Addition to Cheney, Sedgwick County, Kansas. The Drainage and Utility Easements are hereby granted for the construction and maintenance of all public utilities and for drainage purposes. The Joint Access Easement is hereby granted to provide access to both Lots 1 and 2. Construction and Maintenance costs for the joint drive shall be shared equally between the respective owners. The A drainage plan has been developed for this plat and all drainage easements, rights-of-way, or reserves shall remain as established grades, or as modified with the approval of the appropriate governing Engineer, and unobstructed to allow for the conveyance of stormwater. Access Control is hereby granted to the appropriate governing body and is on the face of the plat.

Gregory F. Kampling
Marcia A. Kampling

Debora K. Hillman Revocable Trust, Dated November 30, 2013
John A. Hillman Trustee
Debora K. Hillman Trustee

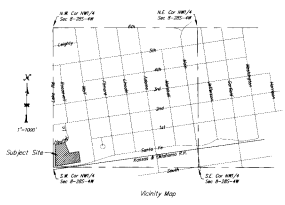
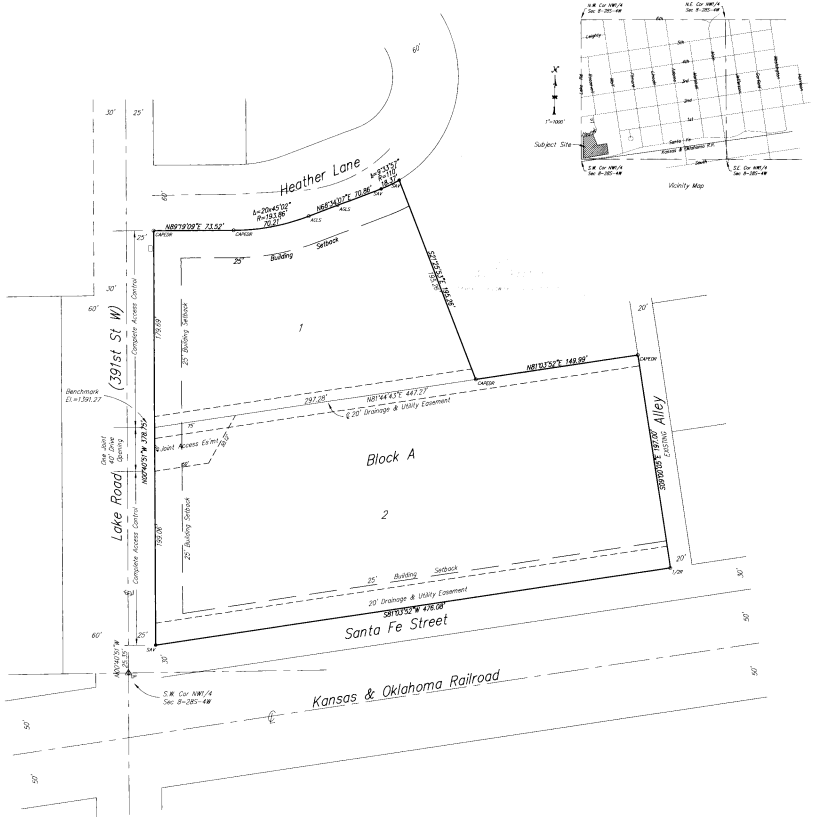
State of Kansas) SS
Sedgwick County)
The foregoing instrument acknowledged before me, this day of 2017, by John A. Hillman, Trustee and Marcia A. Kampling, husband and wife.

My App't. Exp. 2022
Notary Public



State of Kansas) SS
Sedgwick County)
The foregoing instrument acknowledged before me, this day of 2017, by John A. Hillman, Trustee and Debora K. Hillman, Trustee of the Debora K. Hillman Revocable Trust, Dated November 30, 2013, on behalf of the Trust.

My App't. Exp. 2022
Notary Public



Benchmark: Square Cut Top of Curb
1.5' W. of Fire Hydrant E. Side of Lake Road
at Western Corner of Lots 1 & 2,
Santa Fe Crossing 2nd Addition
Elevation = 1361.27 (NA4608)

SURVEY MARKER LEGEND
1/2" Rebar (Found - Origin Unknown)
1" Iron Pipe (Found - Origin Unknown)
1/2" Rebar w/ Cap (Found - Origin Unknown)
1/2" Rebar w/ ADS Cap (Found)
1/2" Rebar w/ Survey Cap (Set)

LEGEND:
P = Plotted
W = Witnessed

Prepared: August 24, 2017

Item #	Description	Qty	Unit Price	Western	
				Supply Co	The Tap
F4FC	Rainbird 6504FC Falcon Rotor	4	\$31.00	\$ 124.00	\$ 148.44
F4PC	Rainbird 6504PC Falcon Rotor	18	31	\$ 558.00	\$ 667.99
200 PGA	Elect Globe Valve 2"	5	\$77	\$ 385.00	\$ 492.18
3.20PVCSCH40	X-20 PVC Sch40 Pipe Bell End	340 ft	3.5	\$ 1,190.00	\$ 1,364.42
2.20PVC200	PVC 2"	340 ft	1.1	\$ 374.00	\$ 409.77
212.20PVC200	PVC 2-1/2"	220 ft	3.5	\$ 770.00	\$ 338.87
114.20PVC200	PVC 1-1/4"	80 ft	0.5	\$ 40.00	\$ 49.01
112.20PVC200	PVC 1-1/2"	240 ft	0.75	\$ 180.00	\$ 203.23
VB10RND	10" Round Valve Box	6	7	\$ 42.00	\$ 93.67
	14 gauge 2 strand maxicom wire	340 ft	\$230/250 ft	\$ 460.00	\$ 211.24
FD101TURF	RB Decoder for 2 wire decoder base system	5	135	\$ 675.00	\$ 709.97
3SFCPG	3 PVC Slip Fix Coupling	1	27	\$ 27.00	\$ 54.91
401-338	3 x 2 PVC SCH40 Tee	4	12.5	\$ 50.00	\$ 48.51
437-338	3x2 PVC Sch40 Bushing SXS	1	4	\$ 4.00	\$ 4.61
836-020	2 PVC SCH80 Male Adapter	10	13	\$ 130.00	\$ 131.21
401-030	3 PVC Sch40 SXS Tee	1	13	\$ 13.00	\$ 13.96
417-030	3 PVC Sch40 45 ELL	2	11	\$ 22.00	\$ 24.71
406-030	3 PVC SCH40 90 ELL	1	8	\$ 8.00	\$ 9.51
402-289	2-1/2 x 1 PVC Sch40 TEE SXF	5	11	\$ 55.00	\$ 46.58
437-292	2-1/2 x 2 PVC SCH40 Bushing SXS	7	2	\$ 14.00	\$ 21.92
401-025	2-1/2 PVC SCH40 Tee	2	8	\$ 16.00	\$ 21.24
406-025	2-1/2 PVC Sch40 90 ELL	1	7.5	\$ 7.50	\$ 7.95
417-025	2-1/2 PVC Sch40 45 ELL	1	7	\$ 7.00	\$ 7.96
402-249	2 x 1 PVC Sch40 SXF tee	7	5	\$ 35.00	\$ 27.99
406-020	2 PVC Sch40 90 ELL	2	2.5	\$ 5.00	\$ 4.85
438-249	2 x 1 PVC Sch40 Bushing SxF	2	2	\$ 4.00	\$ 4.11
437-251	2 x 1-1/2 PVC Sch40 Bushing SXS	5	1.25	\$ 6.25	\$ 9.06
402-211	1-1/2 x 1 PVC Sch40 tee SXF	2	4	\$ 8.00	\$ 6.36
406-015	1-1/2 PVC Sch40 90 ELL	4	1.25	\$ 5.00	\$ 6.19
438-211	1-1/2 x 1 PVC Sch40 Bushing SxF	4	1.5	\$ 6.00	\$ 6.14
437-212	1-1/2 x 1-1/4 PVC Sch40 Bushing	2	1	\$ 2.00	\$ 1.75
406-012	1-1/4 PVC Sch40 SXS 90 ELL	2	1.5	\$ 3.00	\$ 2.30
438-168	1-1/4 x 1 PVC Sch40 Bushing SxF	2	1.5	\$ 3.00	\$ 2.66
580701012	1 x 12 MIP Swing Joint	22	31	\$ 682.00	\$ 575.52
DBRY6KIT	Direct Bury Great Cap w/red/yellow conn	12	\$16/bag of 25	\$ 16.00	\$ 26.21
TLC10	DRYCONN Waterproof Connector 22-12 Gauge	10	\$16.00/bag of	\$ 16.00	\$ 5.01
31020	1 quart PVC Clear cement	3	11	\$ 33.00	\$ 32.60
30753	1 quart clear primer	3	12	\$ 36.00	\$ 34.11
15176	3/4 x 520 teflon tape	4	1.5	\$ 6.00	\$ 5.97
6805PE	pink custom marker flags	22	0.1	\$ 2.50	\$ 3.31

\$ 6,020.25 \$ 5,836.00

Drop Charge \$17.00

Order cheapest items from each vendor

\$ 3,873.25	\$ 1,344.32	\$ 5,217.57
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Regular Concrete with Surfacing				
	VersaSport	Mid America Court	Multicon	Dondlinger
Project Total		\$ 96,100.00	\$ 110,719.00	\$ 108,501.00
Concrete Slab	\$ 32,994.00			
Painted Surface	\$ 10,152.00			\$ 15,600.00
Ball Containment Fencing	\$ 19,240.00			
Basketball System	\$ 6,714.00			
Lighting	\$ 11,672.00			
	\$ 80,772.00	\$ 96,100.00	\$ 110,719.00	\$ 124,101.00
Dirtwork Included?	no	no	no- just 4" sand	\$ 11,681.00

Post Tension Concrete with Surfacing				
	VersaSport	Mid America Court	Multicon	Dondlinger
Project Total		\$ 98,600.00	\$ 119,219.00	
Concrete Slab	\$ 60,912.00			
Painted Surface	\$ 10,152.00			
Ball Containment Fencing	\$ 19,240.00			
Basketball System	\$ 6,714.00			
Lighting	\$ 11,672.00			
	\$ 108,690.00	\$ 98,600.00	\$ 119,219.00	\$ -
Dirtwork Included?	no	no	no- just 4" sand	\$ 11,681.00

Post Tension Concrete with Painted Lines				
	VersaSport	Mid America Court	Multicon	Dondlinger
Project Total		\$ 98,600.00	\$ 119,219.00	
Concrete Slab	\$ 60,912.00			
Painted Surface	\$ 1,500.00	\$ (4,000.00)	\$ (4,500.00)	
Ball Containment Fencing	\$ 19,240.00			
Basketball System	\$ 6,714.00			

Lighting	\$	11,672.00			
	\$	100,038.00	\$ 94,600.00	\$ 114,719.00	\$ -
Dirtwork Included?	no	no	no- just 4" sand	\$ 11,681.00	

Regular Concrete with Painted Lines					
	VersaSport	Mid America Court	Multicon	Dondlinger	
Project Total		\$ 96,100.00	\$ 110,719.00	\$ 108,501.00	
Concrete Slab	\$ 32,994.00				
Painted Surface	\$ 1,500.00	\$ (4,000.00)	\$ (4,500.00)		
Ball Containment Fencing	\$ 19,240.00				
Basketball System	\$ 6,714.00				
Lighting	\$ 11,672.00				
	\$ 72,120.00	\$ 92,100.00	\$ 106,219.00	\$ 108,501.00	
Dirtwork Included?	no	no	no- just 4" sand	\$ 11,681.00	

* need to hire contractors for electrical work - will add timer

City will do sub-grade work and provide 6" crushed concrete to use as base under concrete

Mid America Court Systems-

Bid a slightly larger court at 56' x 96' instead of 54' x 94'

Fence on inside edges of concrete.

Better/stronger light system.

3" fence posts

Certified court builder and has been doing court work for over 25 years.

Versa Sport

Company who put up our ballfield fencing on Field 3

Bid does not include any base dirtwork

6-8 weeks out

**COMPREHENSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING AND DISPOSAL OF
MUNICIPAL SOLID WASTE
IN THE CITY OF CHENEY, KANSAS**

COMMENCING JANUARY 1, 2022

**COMPREHENSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING AND DISPOSAL OF
MUNICIPAL SOLID WASTE
IN THE CITY OF CHENEY, KANSAS**

THIS COMPREHENSIVE FRANCHISE AGREEMENT (this “Agreement”) is made and entered into to commence as of January 1, 2022, by and between WASTE CONNECTIONS OF KANSAS, INC (the “Service Provider”), and **THE CITY OF CHENEY** (the “City”).

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the comprehensive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste for all Residential and Small Commercial customers (as such terms are defined herein) within the City’s corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

SECTION 1. DEFINED TERMS.

The following terms, as used herein, will be defined as follows:

Bag – Plastic sacks, secured at the top, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total capacity of a bag will be between thirty to thirty-five (30-35) gallons and the weight of a bag and its contents shall not exceed thirty-five (35) pounds.

Bundles – Items measuring less than twelve (12) inches in diameter and less than four (4) feet in length and collectively weighing less than thirty-five (35) pounds, which are securely fastened together, including, but not limited to, tree, shrub, and brush trimmings, newspapers and magazines.

Business Day – Any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City.

Construction and Demolition Waste – Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited

to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Excluded Waste or Municipal Solid Waste.

Container – Any Roll-Outs, whether utilized by a Residential or Small Commercial, Municipal or other application for collecting Municipal Solid Waste.

Customer – Any person, entity, organization or the like receiving Services or required to receive Services pursuant to this Agreement.

Excluded Waste – Any Hazardous Waste and any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic material as defined by applicable federal, state or local laws or regulations.

Hazardous Waste – Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any applicable federal or state statute, rule, order or regulation.

Holidays – The following days:

- (1) New Year's Day (January 1st)
- (2) Thanksgiving Day
- (3) Christmas Day (December 25th).

Industrial Unit – Any manufacturing or agricultural facility that generates and accumulates Municipal Solid Waste during, or as a result of, its operations.

Landfill – Any facility or area of land lawfully receiving Municipal Solid Waste for disposal.

Municipal Facilities – Only those specific municipal locations as set forth in this Agreement.

Multi-Family Residential Unit – Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Municipal Solid Waste.

Municipal Solid Waste – Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural

operations. Municipal Solid Waste does not include Construction and Demolition Waste or Excluded Waste.

Recyclable Materials – Any non-contaminated materials, which may include but may not be limited to paper, cardboard, plastics, textiles, and wood. Recyclable Materials does not include Municipal Solid Waste, Construction and Demolition Waste, or Excluded Waste.

Residential Unit – Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit utilizing Contractor’s Containers.

Roll-Out – A Container with ninety-five (95) or sixty-five (65) gallons of capacity provided by Service Provider.

Single-Family Residential – Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste.

Small Commercial Unit – Any commercial property that houses a commercial business within the City limits that generates and accumulates Municipal Solid Waste during, or as a result of, its business and which utilizes Contractor’s Roll-out Containers.

Solid Waste – As defined by the EPA under 40 C.F.R. § 261.2(a)(1) or by applicable state laws, including, without limitation, any such waste that is mixed with or that constitutes Recyclable Materials.

White Goods – Any item not measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer.

SECTION 2. COMPREHENSIVE FRANCHISE GRANT.

The City hereby grants to the Service Provider, in accordance with the City’s ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste and Recyclable Materials, the comprehensive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste and Recyclable Materials generated by Small Commercial Units or Residential Units, over, upon, along, and across the City’s present and future streets, alleys,

bridges and public properties. In order to maintain the comprehensive franchise in favor of the Service Provider contained herein, the City shall take any appropriate action against any company, Customer or third party to ensure such party compensates Service Provider for infringing upon the exclusive rights of the Service Provider. In addition (and regardless of the City's actions), the Service Provider may independently enforce the exclusivity provisions of this Agreement against third-party violators, including, but not limited to, seeking injunctive relief, and the City shall reasonably cooperate in such enforcement actions brought by the Service Provider. Notwithstanding the foregoing, while Service Provider has the right to provide Small Commercial Unit service hereunder, Service Provider's rights of service to such Small Commercial Units is not exclusive and Service Provider shall not be entitled to any compensation from other service providers for their service to the same. As such, Service Provider is also not entitled to enforce any exclusivity provisions of this Agreement against any third-party related to service provided to Commercial Units of any size within and/or of the City. However, should such Small Commercial Units desire to receive service in accordance with the terms and conditions of this Agreement from Service Provider, the City and Service Provider will work with such Small Commercial Units for the purposes of billing and service provision in the same manner as established for Residential Units serviced hereunder.

SECTION 3. OPERATIONS.

A. Scope of Operations. The Service Provider will collect, haul and dispose of all Municipal Solid Waste and Recyclable Materials (as provided herein) (i) generated and accumulated by Small Commercial Units and Residential Units, and Municipal Facilities (ii) placed within or adjacent to Containers by those Small Commercial and Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated by those Small Commercial and Residential Units), all within the City's corporate limits and some in the surrounding vicinity of the City which currently receive a monthly utility bill or trash service from the City, including any territories annexed by the City during the term of this Agreement (the "Services"). For the avoidance of doubt, the Services provided by Service Provider shall not include the collection, hauling and disposal of Construction and Demolition Waste. Notwithstanding any other term, condition or provision of this Agreement, should such Small Commercial or Residential Units located outside of the City's corporate limits elect to discontinue receiving services from Service Provider, Service

Provider shall have no rights to enforce any exclusivity for service provision provided for under this Agreement against third parties servicing the same.

B. Nature of Operations. The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste, Construction and Demolition Waste, and Recyclable Materials, the title to all Municipal Solid Waste and Recyclable Materials collected, hauled and disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties.

C. Title to Waste. Title to and liability for Municipal Solid Waste and Recyclable Materials shall pass to the Service Provider upon loading of such materials into the Service Provider's trucks. All Customers shall not deposit in the Service Provider's equipment or place for collection by the Service Provider any Excluded Waste. Notwithstanding any other term contained herein, the Service Provider shall have no obligation to collect any material which is, or which the Service Provider reasonably believes to be, Excluded Waste. Title to and liability for any Excluded Waste shall remain with the Customer, even if the Service Provider inadvertently collects and disposes of such Excluded Waste. If the Service Provider finds what reasonably appears to be discarded Excluded Waste, Service Provider shall notify the Customer and the City.

D. Recyclable Materials. The owners and occupants of any Small Commercial Units and Residential Units, and the City, as applicable, agree to comply with any description of and/or procedures with respect to removal of contaminants or preparation of Recyclable Materials as reasonably provided by Service Provider. If any Small Commercial or Residential Unit, or the City, as applicable, fails to do so, Service Provider may decline to collect such materials without being in breach of this Agreement. Additionally, in the event a Small Commercial Unit or Residential Unit continuously fails to agree to comply with any description of and/or procedures with respect to removal of contaminants or preparation of Recyclable Materials, then Service Provider may elect to remove said unit's Container and cease providing recycling service to said unit. Service Provider shall not be responsible for and has not made any representation regarding the ultimate recycling of such Recyclable Materials by any third party facilities.

SECTION 4. SMALL COMMERCIAL & RESIDENTIAL UNIT COLLECTION.

A. Small Commercial and Residential Units. The Service Provider will collect Municipal Solid Waste from Small Commercial Units or Residential Units on a regular schedule of once per

week; provided, that (i) such Municipal Solid Waste is placed in Containers provided by Service Provider and up to five (5) Bags, or five (5) Bundles, and (ii) such Containers, Bags and Bundles are placed within three (3) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 6:00 a.m. on the scheduled collection day. Trash in trash cart must be bagged

B. Excess or Mislplaced Municipal Solid Waste. The Service Provider shall collect all Municipal Solid Waste placed within the Roll-Out Containers provided by the Service Provider, up to five (5) Bags, or five (5) Bundles. The Service Provider will not be required to provider Service when Containers, Bags or Bundles are located near cars, mailboxes, or other obstructions in a way that the Service Provider reasonably determines creates an unsafe condition that could cause damage to property or injury to persons.

C. Recyclable Materials- The Service Provider shall collect all Recyclable Materials every other week. Recyclable materials in recycle cart must be loose not in bags. Small Commercial Units are not required to have recycling service, but may add a recycling cart for an additional fee set forth in Exhibit "A".

SECTION 5. RESERVED.

SECTION 6. SPECIAL COLLECTIONS AND SERVICES

A. Service Provider shall provide weekly collection of Municipal Solid Waste placed in Containers at the following City-owned facilities: any City-owned Buildings, City Hall, Fire Station, City Maintenance Shop Building, City Pool/Parks, City Library, Senior Citizen Center, Golf Course Maintenance building and the Cherry Oaks Public Golf Course. Additionally, Service Providers shall provide weekly collection service to the City-owned six (6) trash receptacles along Main Street within the corporate limits of the City at no additional cost under the contract.

B. Annual Community Clean-Ups. At no additional cost to the City, Service Provider shall provide a Citywide Clean Up one (1) time per year for all single-family, duplex, multifamily or condominium residential properties, located within the corporate limits of the City and the surrounding vicinity which currently receive a monthly utility bill or trash service from the City of Cheney for Solid Municipal Solid Waste. Provider will make only one pass through the City.

These customers may dispose of bulky items, bundled limbs (must be tied, no longer than 4' long 12" in diameter), and spring clean-up items. Service Provider shall provide all personnel and equipment for this event which shall take place on a Saturday from 6:00 a.m. to 12:00 p.m. All City residents shall have such Municipal Solid Waste set out for collection in accordance with Section 4.A.

Notwithstanding the foregoing, Service Provider shall have no obligation to collect and dispose of 95-gallon trash or recycle carts at the curb, Piles of unorganized trash, Excluded Waste, Hazardous Waste, Recyclable Materials, Construction and Demolition Waste or White Goods during this Citywide Cleanup event; provided, however, that White Goods that have been certified free of CFC's and HCFC's refrigerants by a certified refrigeration technician may be collected.

Any Services set forth in this Section that are not utilized by the City within any contract year, will not carry over to the next contract year.

SECTION 7. TITLE TO AND RESPONSIBILITY FOR EQUIPMENT.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider. However, each Customer shall have care, custody and control of the equipment while at the respective service locations. Customers shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers must provide unobstructed access to the equipment on the scheduled collection days. The word "equipment" as used in this Agreement shall mean all Containers or other equipment provided by the Service Provider in relation to the Services. In the event a Container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a Customer (excluding normal wear and tear), the Customer will be charged for the resulting repairs or replacement in accordance with charges set forth under Exhibit A hereto and such amounts must be paid to Service Provider upon demand.

SECTION 8. RATES AND FEES.

The initial rates and fees to be charged by and paid to the Service Provider are set forth on Exhibit A attached hereto and incorporated by reference.

SECTION 9. RATE ADJUSTMENTS.

A. Rate Adjustments. Beginning on the second anniversary of this Agreement, and thereafter annually on the anniversary date of this Agreement, the rates set forth herein shall automatically increase not to exceed by two percent (2%) There will be no additional increases for fuel.

B. Disposal and Governmental Fee Cost Adjustments. At any time during the term of this Agreement, the Service Provider may also increase the rates set forth in this Agreement to pass through documented increases in disposal fees, increases in the Service Provider's costs due to changes in local, state or federal rules, ordinances or regulations applicable to the Service Provider's operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to the Service Provider (other than income or real property taxes).

C. Operating Cost Adjustments. At any time during the term of this Agreement, the Service Provider may also petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its costs of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase, the Service Provider may, in its sole discretion, terminate this Agreement upon ninety (90) days' written notice to the City.

SECTION 10. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any Excluded Waste.

SECTION 11. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of seven (7) years, commencing on January 1, 2022 and concluding on December 31, 2028 (the "Initial Term"). At the expiration of the Initial Term of this Agreement, the parties hereto may mutually agree to extend the Agreement for

successive periods of one (1) year (each, a “Renewal Term,” and together with the Initial Term, the “Term”); unless and until either of the parties hereto notifies the other in writing within sixty (60) days prior to the expiration of the Initial Term or the then-current Renewal Term, as applicable, of its intention not to renew the agreement.

SECTION 12. ENFORCEMENT.

The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Small Commercial Units Residential Units utilizing such Containers. To the maximum extent allowed by applicable law, the City also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Commercial, Industrial, and Residential Units for the purposes of rendering the Services contemplated hereby.

SECTION 13. PROCESSING, BILLING AND FEES.

A. Monthly Statements. The Service Provider will invoice the City monthly according to the rates and fees set forth on Exhibit A attached hereto and incorporated herein by reference. The City shall pay all invoiced amounts to the Service Provider within 30 days of each invoice date. The City is solely responsible for invoicing and collecting payments from all Customers, including all Small Commercial and Residential Units. Notwithstanding any other term, condition or provision of this Agreement, Service Provider and the City acknowledge and agree that the City may charge Small Commercial and Residential Units different amounts than the fees set forth in Exhibit A hereto.

B. Taxes. The City shall also be responsible for paying any and all sales, use, and service taxes assessed or payable in connection with the Services. However, no such Taxes shall be assessed against the City under this Agreement other than those set forth in Exhibit A hereto.

C. Bad Debt; Unpaid Amounts. Payments owed to the Service Provider are not dependent or contingent upon the City collecting any amounts from Customers. The Service Provider shall not be held responsible for the collection of “bad debt” billed by and owed to City for the Services,

nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Commercial, Industrial, or Residential Unit.

SECTION 14. SPILLAGE.

It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste, Recyclable Materials not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste, Recyclable Materials placed outside of the Containers by any Small Commercial Unit or Residential Unit. Any litter or spillage caused by Service Provider during pick-up shall be Service Provider's Responsibility. The Service Provider may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Small Commercial Unit or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid. Should such excess Municipal Solid Waste, Recyclable Materials continue to be placed outside of the Containers, the City shall require such Small Commercial Unit or Residential Units to increase the frequency of collection of such Municipal Solid Waste, Recyclable Materials, or require the Small Commercial Unit or Residential Units to utilize a Container with sufficient capacity so the excess Municipal Solid Waste, Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

SECTION 15. NON-COLLECTION NOTICE AND FOLLOW-UP.

- A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Small Commercial Unit or Residential Unit fails to timely or properly place a Container as provided for under this Agreement, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume, or weight of Municipal Solid Waste or Recyclable Materials to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste, Recyclable Materials.
- B. Notice from a Small Commercial Unit or Residential Unit. In the event that the Service Provider fails to collect Municipal Solid Waste or Recyclable Materials from a Small Commercial Unit or Residential Unit without cause, the City shall contact Service Provider as soon as possible

and the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste that same day. In the event Service Provider is unable to collect Municipal Solid Waste from the original missed pickup, Contractor shall collect up to an additional five (5) bags or two (2) receptacles (provided each receptacle is no larger than 32 gallons) on the regularly schedule collection date on the following week at no additional charge.

SECTION 16. HOURS OF SERVICE.

For all the Services provided hereunder, the Service Provider’s hours of service shall be between 6:00 a.m. to 6:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays, and may, in its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such Services on the Business Day immediately following the Holiday.

SECTION 17. CUSTOMER SERVICE.

The City shall field all inquiries and complaints from Small Commercial and Residential Units and Municipal Facilities relating to the collection, hauling and disposal of Municipal Solid Waste. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints.

SECTION 18. COMPLIANCE WITH APPLICABLE LAWS.

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling and disposal of Municipal Solid Waste or Recyclable Materials.

SECTION 19. PAVEMENT.

City and Service Provider acknowledge and agree that Service Provider shall not be responsible for damage to pavement, curbing, driving surfaces or right of ways of the City, except to the extent resulting from Service Provider’s negligence, willful misconduct or violation of applicable laws, rules regulations and ordinances.

SECTION 20. INSURANCE COVERAGES.

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in amounts equal to or exceeding the limits specified below:

Coverage

Limits of Liability

(1) Worker’s Compensation	Statutory
(2) Employer’s Liability	\$1,000,000
(3) Bodily Injury (except automobile)	\$1,000,000 per occurrence; \$2,000,000 in the aggregate
(4) Property Damage Liability (except automobile)	\$1,000,000 per occurrence; \$2,000,000 in the aggregate
(5) Automobile Bodily Injury Liability	\$1,000,000 per person; \$2,000,000 per occurrence
(6) Automobile Property Damage Liability	\$1,000,000 per occurrence
(7) Excess or Umbrella	\$1,000,000 per occurrence

Upon the City’s request, the Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section.

SECTION 21. INDEMNITY.

The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants (collectively, the “Indemnified Parties”), individually and collectively, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys’ fees) (collectively, the “Claims”) to the extent caused by any negligent act or omission or willful misconduct of the Service Provider, its officers and employees. Notwithstanding anything to the contrary contained herein, the Service Provider shall have no obligation to indemnify the Indemnified Parties to the extent any such Claims arise out of: (i) the acts or omissions of any Indemnified Party, (ii) the City’s breach of any of the terms, conditions, representations, or warranties contained in this Agreement, or (iii) the violation of any law, rule, regulation, ordinance, order, permit, or license by any Indemnified Party.

SECTION 22. SAVINGS PROVISION.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

SECTION 23. TERMINATION.

If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within thirty (30) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

SECTION 24. FORCE MAJEURE.

Except for the payment of amounts owed hereunder, the performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party, but only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, epidemic, pandemic, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations. For the avoidance of doubt, in the event Service Provider is unable to perform the Services due to severe, harsh or extraordinary weather conditions, Service Provider will make all reasonable attempts to perform services on the next week day; provided, however, that if said weather continues for multiple days, Service Provider shall perform the Municipal Solid Waste collection on the next regularly scheduled collection day the following week after said weather has subsided at no additional charge. Additionally, in the event the harsh, severe or extraordinary weather continues for a period of two or more days, collection of Recyclables shall be delayed for a period of ten (10) business days from the cessation of said weather regardless of when the next regularly scheduled collection of Recyclable Materials.

SECTION 25. GOVERNING LAW.

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State where the Services are performed, without giving effect to the conflict of laws rules thereof.

SECTION 26. WAIVER. Any failure by either party to enforce the provisions of this Agreement shall in no way constitute a waiver by such party of any contractual right hereunder, unless such waiver is in writing and signed by such party.

SECTION 27. ATTORNEYS' FEES. In any dispute relating to this Agreement, the prevailing party shall fully recover from the non-prevailing party all fees, costs and expenses that the prevailing party reasonably incurred in such dispute, including, without limitation, reasonable attorneys' fees and expenses. In determining which party is the "prevailing party," the Court: (a) **must** take into account the claims pursued, the claims on which the pursuing party was successful, the claims on which the defending party was successful, the amount of money sought, the amount of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other party; and (b) **must not** take into account any other factors provided by law or otherwise.

SECTION 28. NOTICES.

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:

Attn: _____

If to the Service Provider:

Attn: _____

With a Copy to:

Waste Connections
3 Waterway Square Place, Suite 110
The Woodlands, Texas 77380
Attn: Legal Department

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

(Remainder of page intentionally left blank.)

ADOPTED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF CHENEY,
KANSAS ON THE 11TH DAY OF NOVEMBER, 2021.

PHILIP MIZE, MAYOR

ATTEST:

DANIELLE YOUNG,
CITY ADMINISTRATOR/CITY CLERK

EXECUTED THIS ____ DAY OF _____, 2021 BY WASTE CONNECTIONS OF
KANSAS, INC.

By: _____
Its: _____
Name: _____

Exhibit A

Rates and Service Levels

Services for Single-Family Residential Units:

- \$_____ per Single-Family Residential Unit for one Roll-Out Container, serviced once per week

Services for Multi-Family Residential Units:

- \$_____ per _____

CITY OF CHENEY

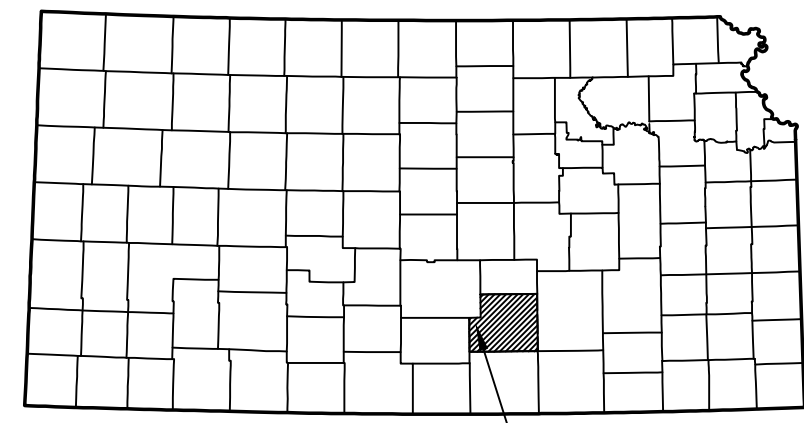
SEDGWICK COUNTY, KANSAS

CONSTRUCTION PLANS FOR

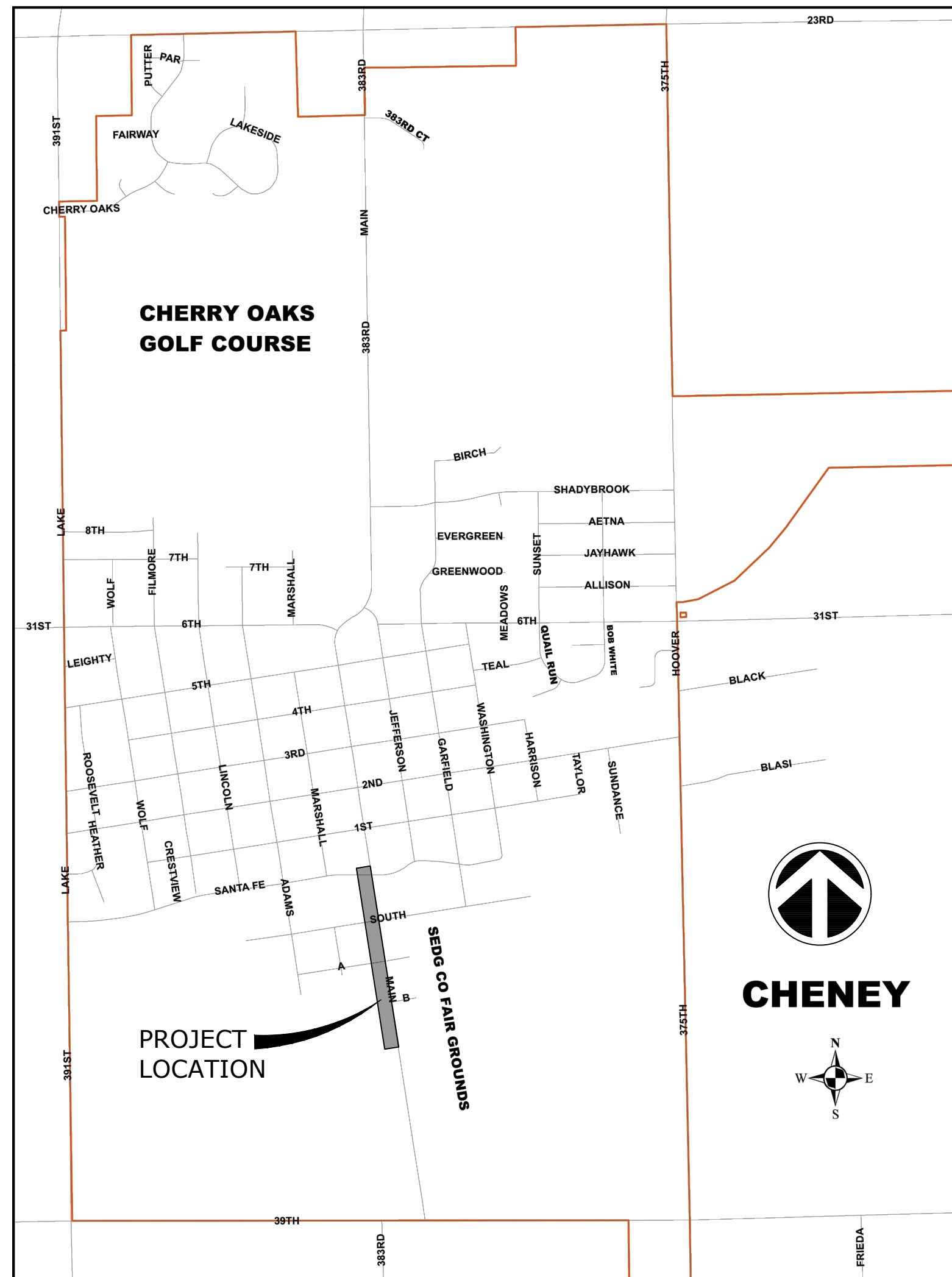
South Main Street Sidewalk

PUBLIC OFFICIALS

MAYOR PHILIP MIZE
 CITY MANAGER DANIELLE YOUNG
 CITY COUNCIL JEFF ALBERS
 RYAN GRAF
 GREG WILLIAMS
 KASSIE GILE
 GREG KAMPLING



Sedgwick County



SHEET INDEX

- 1 | COVER SHEET
- 2 | GENERAL NOTES & PROJECT MAP
- 3 - 4 | SIDEWALK PLANS
- | EROSION CONTROL DETAILS

JANUARY 2022

PREPARED BY



CIVIL ENGINEERS | LAND SURVEYORS | LANDSCAPE ARCHITECTS
 800 EAST 1ST STREET, SUITE 240 | WICHITA, KANSAS | P. 316.722.4472
 SE PROJECT NO: 21.W031

GENERAL NOTES

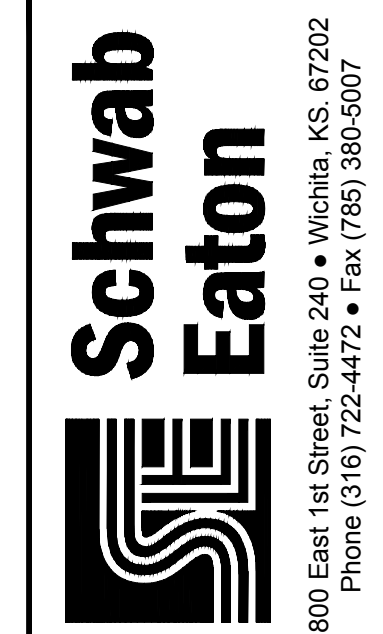
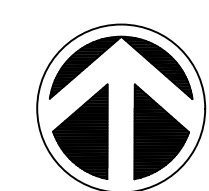
- The contractor shall comply with all applicable safety regulations. All construction shall be completed following current City Standard Specifications and Special Provisions in bid document.
- Contractor will be required to contact the Kansas One-Call system a minimum of seventy-two (72) hours prior to any excavation to request local utility companies to locate any existing utilities within the project area.
Kansas One-Call
811
(316) 687-2470
- Contractor will be required to contact the following at least seventy-two (72) hours prior to beginning construction to advise them of the intended work and proposed schedule:
Danielle Young
City Administrator
City of Cheney
(316) 542-3622
- The buried utilities as located on the plans are approximate locations only. It should be noted that other buried lines may exist which are not shown on these plans. The contractor shall have all buried lines located and flagged in the field prior to commencing work. The Contractor shall exercise extreme caution during trenching operations to avoid damaging these lines. Any lines damaged shall be replaced or repaired immediately as directed by the engineer at the contractor's expense.
- Existing utilities and their locations, as shown on the plans, represent the best information obtainable for design. The contractor will be required to work around existing utilities within the right-of-way which do not conflict with proposed construction.
- Where the improvements cross existing public or private utilities which are not specified as to be adjusted by others, the Contractor shall provide the material and means to protect and support said utilities during construction to the satisfaction of the Engineer.
- Rubble from the removal of miscellaneous structures including any trees removed, tree trimmings, and excess excavation which is to be wasted shall be disposed of on sites to be provided by the contractor. These sites shall be approved by the Engineer as to suitability, appearance and site location. Locations, that in the opinion of the Engineer, will leave an unsightly appearance will not be approved. All disposal sites must be approved by the Kansas Department of Health and Environment. Material either stockpiled or disposed of in a floodplain would require a Kansas State Board of Agriculture permit. Any material dumped in Waters of the United States or wetlands is subject to U.S. Corps of Engineers permitting regulations. Any material buried or stockpiled beyond approved construction limits would require additional archaeological investigations unless buried in a previously approved disposal location. Debris from pre-construction cleaning and inspection can be disposed of as directed by the City of Augusta. Sediment/solids/debris from pipe cleaning operations to be disposed of on sites provided by the contractor.
- Removal of existing concrete, pavement, curb and gutter, brick, sidewalk, etc. shall be subsidiary to "Site Removal".
- The Contractor shall avoid removal or trimming of any trees or shrubs where possible. Where the removal or trimming appears to be unavoidable, the Contractor shall coordinate such work with the Owner. Costs for tree/shrub removal and trimming regardless of size shall be considered subsidiary to the lump sum price bid for "Site Clearing and Restoration".
- The Contractor shall give all property owners and/or tenants of developed property abutting the construction of this project a minimum of ten (10) days notice prior to start of construction.
- The Contractor shall be responsible for preserving property irons. The contractor will be required to re-establish any property irons which are damaged or destroyed by the construction operations. Such irons shall be re-established by a licensed land surveyor in accordance with state laws. Prior to start of construction the Contractor shall flag and reference all property corners that may be disturbed by construction operations, and verify these in the field in the presence of the engineer and the contractor's surveyor. After construction and before the final inspection, a letter signed and sealed by the licensed land surveyor certifying replacement of all disturbed property corners shall be submitted to the engineer.
- At a minimum, one lane traffic shall be maintained at all times in the immediate area of construction. Immediate area of construction is defined as the block in which construction activities are occurring. Traffic is to be maintained using flagging operations as necessary. The Contractor shall utilize barricades, signs, guards, and flagmen in accordance with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD). Subsidiary to project.
- The Contractor shall contain construction operations to permit local and emergency traffic through and across construction at all times. The Contractor shall erect warning signs, flashing lights, and/or barricades in compliance with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) to ensure safety as directed in the general conditions. The Contractor shall limit the extent of trench to remain open overnight and weekends to less than fifty (50) feet.
- All elevations shown NAVD 88.
- Prior to construction, the Contractor shall reestablish control points and benchmarks and verify their accuracy.
- Easements and right-of-way provided by the Owner for the project are shown in the construction documents. The Contractor shall be responsible for the acquisition of any additional temporary easements or right-of-way that he desires to use in completing the work.
- All areas disturbed during construction that will not be under proposed pavement shall be restored to match existing conditions.
- All grassed areas disturbed by construction of the proposed improvements shall be replanted with grass and fertilized in accordance with the project specifications. Existing grassed areas disturbed by construction shall be replanted with the same type of grass as was removed. All costs for seeding and fertilizing shall be considered subsidiary to "Site Clearing and Restoration."
- The Contractor shall seed all areas disturbed by construction activities with temporary rye grass. Rye grass seed shall be planted at a minimum rate of six (6) pounds per one thousand (1,000) square feet. This temporary seeding may be omitted only if other seeding is required in accordance with general note no. 18 above. Temporary seeding or permanent seeding/sodding shall be applied within 14 days after the area has been disturbed. All costs for temporary rye grass seeding shall be considered subsidiary to "Site Clearing and Restoration."
- Any sidewalk, drive approach, curb, or street pavement, etc. damaged and/or removed to construct project must be replaced in accordance with project specifications.
- Driveway closures shall be coordinated with the property owner. A minimum of 7 days notification will be required. All removal shall be from joint line to joint line.
- The Contractor shall restore all ditches, swales, road shoulders, and banks to their original slopes and grades. Where existing entrance pipe, drainage pipe, signs, fences, etc. conflict with the proposed work herein, they shall be removed and replaced or reset unless otherwise noted on the plans. The replacement of all the aforementioned items, including seeding, fertilizer, and mulching shall be considered subsidiary to "Site Clearing and Restoration".
- The Contractor shall not start work on the project until the project inspector is assigned and is present on the site. Any work done without inspection will be required to be uncovered for inspection at the Contractor's expense.
- Each bidder shall visit the site of the project before submitting the proposal for this work in order to be fully informed of the existing field conditions and the obstacles which might be encountered. Upon award of the contract, the Contractor will not be granted any additional compensation with regards to time and money for conditions that may have been evaluated during any inspection of the site.
- The Contractor is responsible for providing erosion control as needed regardless of what the construction documents show. The Contractor shall meet the City of Cheney's erosion and sediment control BMP requirements. Subsidiary to "Temporary Erosion Control".
- The Contractor shall obtain all necessary permits prior to beginning construction on the project.
- Excess material generated by the re-grading of the site shall be used for site fills and wasted as approved by the Owner. The location for the extra dirt to go during construction will be City Maintenance Shop, 311 E. South Ave (rear lot area south of building). Contact is Jerry Peitz, 620.491.0794. Borrow, if required, shall be from an approved off-site source.
- All open excavations shall be protected with safety fence.
- Positive drainage on the site is required throughout the project duration.
- The Contractor shall apply necessary moisture to the construction area to prevent the spread of dust.
- All crosswalk striping, signage & signals shall be placed in accordance with latest MUTCD Standards.
- All concrete placed shall have a minimum compressive strength of 4,000 psi after 28 days. All reinforcing steel shall be grade 60.
- Concrete mix designs shall be submitted to the Owner for approval.
- Expansion Joints in concrete shall be installed per Specifications and approx. every 96-114 l.f and at deflections.

RAILROAD NOTES

- When crossing Watco Tracks,

UTILITY & EMERGENCY CONTACT INFORMATION

Electric	Every	(800) 778-9140 (316) 261-6217
Telephone	AT&T	(800) 778-9140
Water & Sewer	City of Cheney Sewer	(316) 540-3622 (316) 542-3622
	City of Cheney Water	(316) 542-3815 (316) 540-3622
Gas	City of Cheney Gas	(316) 542-3815 (316) 540-3622
Cable	Cox Communications	(800) 778-9140 (316) 260-7204
	Police Department	911
	Fire Department	911 (316) 542-3155
	Ambulance	911



CITY OF CHENEY
SOUTH MAIN STREET SIDEWALK
CONSTRUCTION PLANS

Revisions:

Date:
January 2022

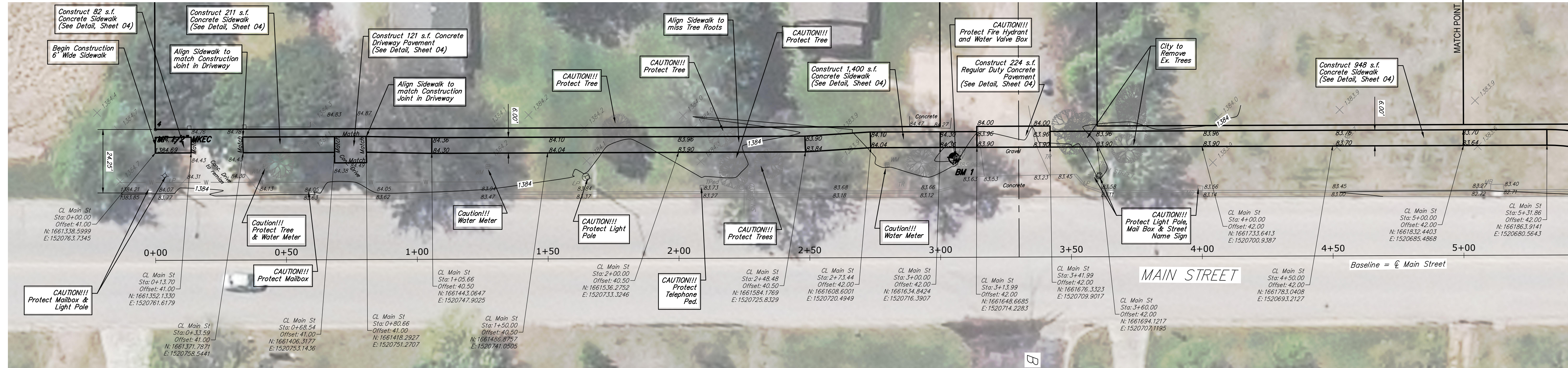
SE Project No:
21.W031

Drawn By:
MS

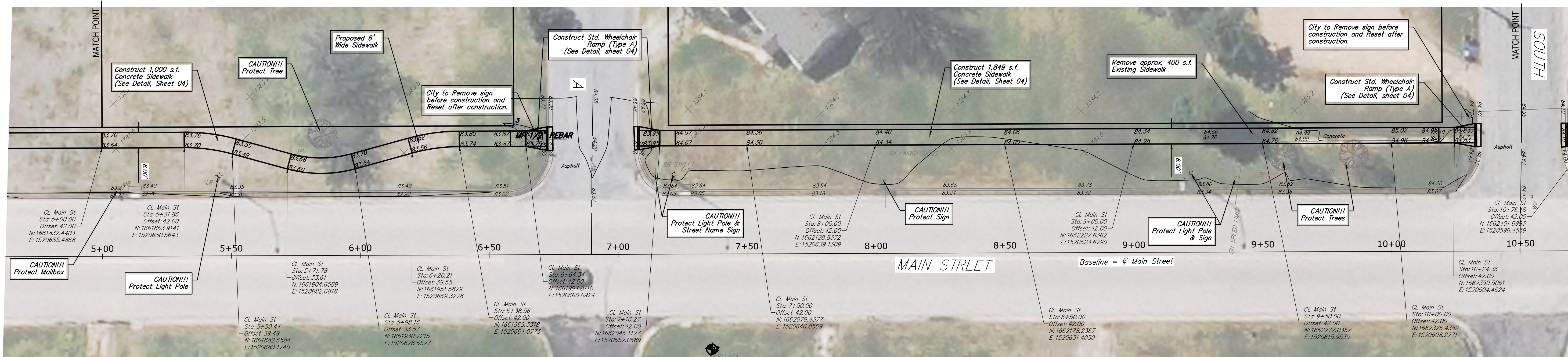
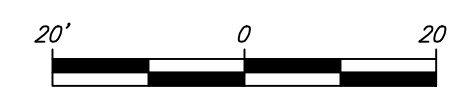
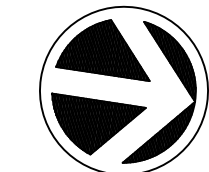
Checked By:
CM/MS

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Sheet No:
02



Sidewalk to be placed to allow drainage from Private Property across sidewalk to Curb line



Sidewalk to be placed to allow drainage from Private Property across sidewalk to Curb line



800 East 1st Street, Suite 240 • Wichita, KS 67202
Phone (316) 722-4412 • Fax (785) 360-5007

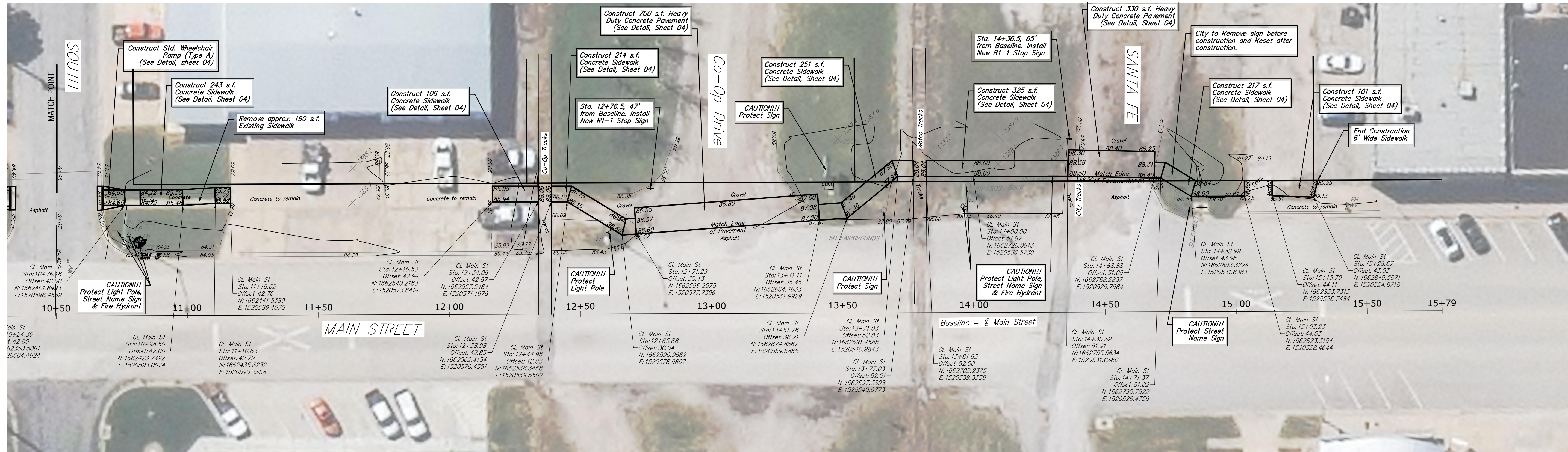
CITY OF CHENEY SOUTH MAIN STREET SIDEWALK CONSTRUCTION PLANS

Revisions:

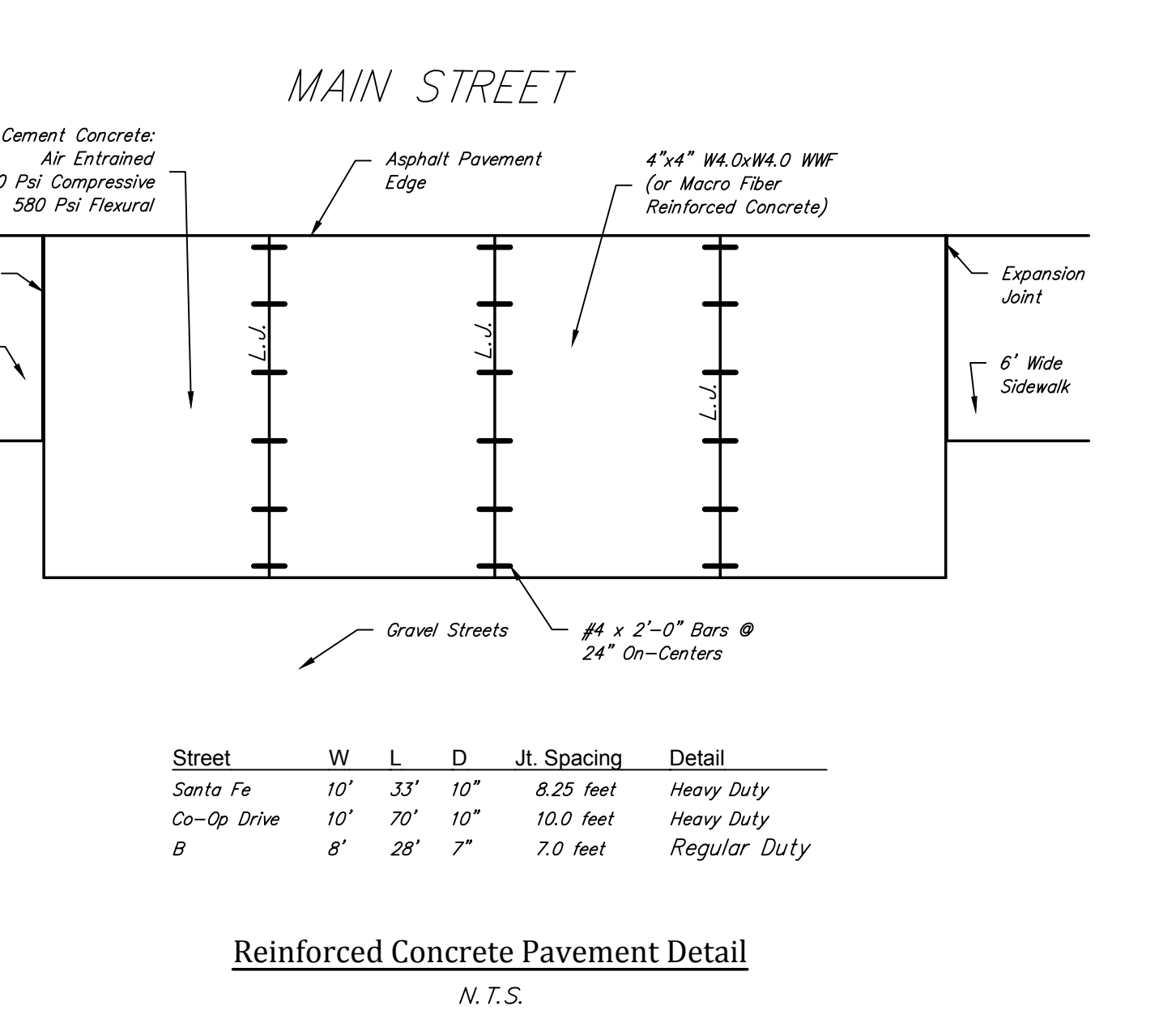
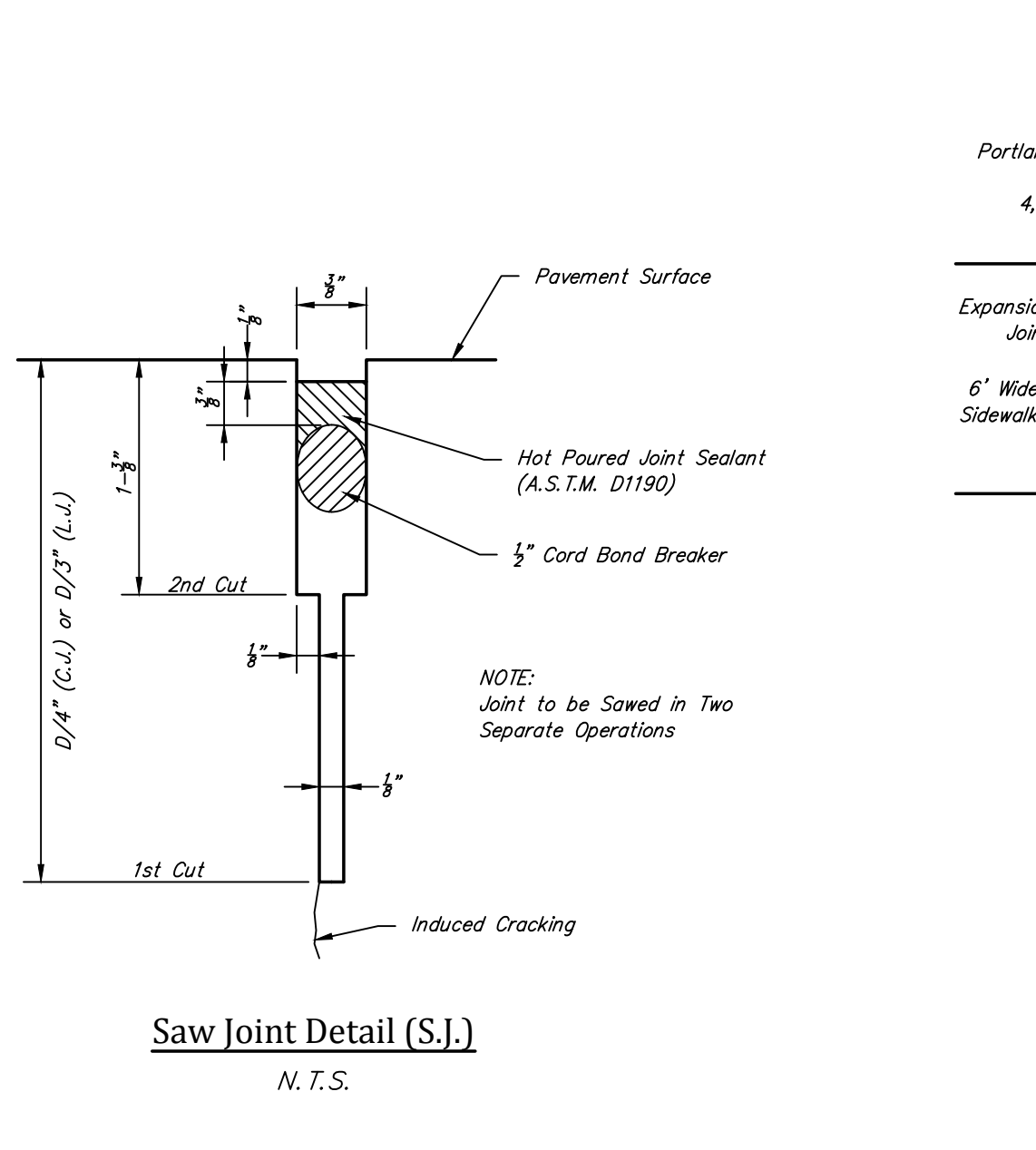
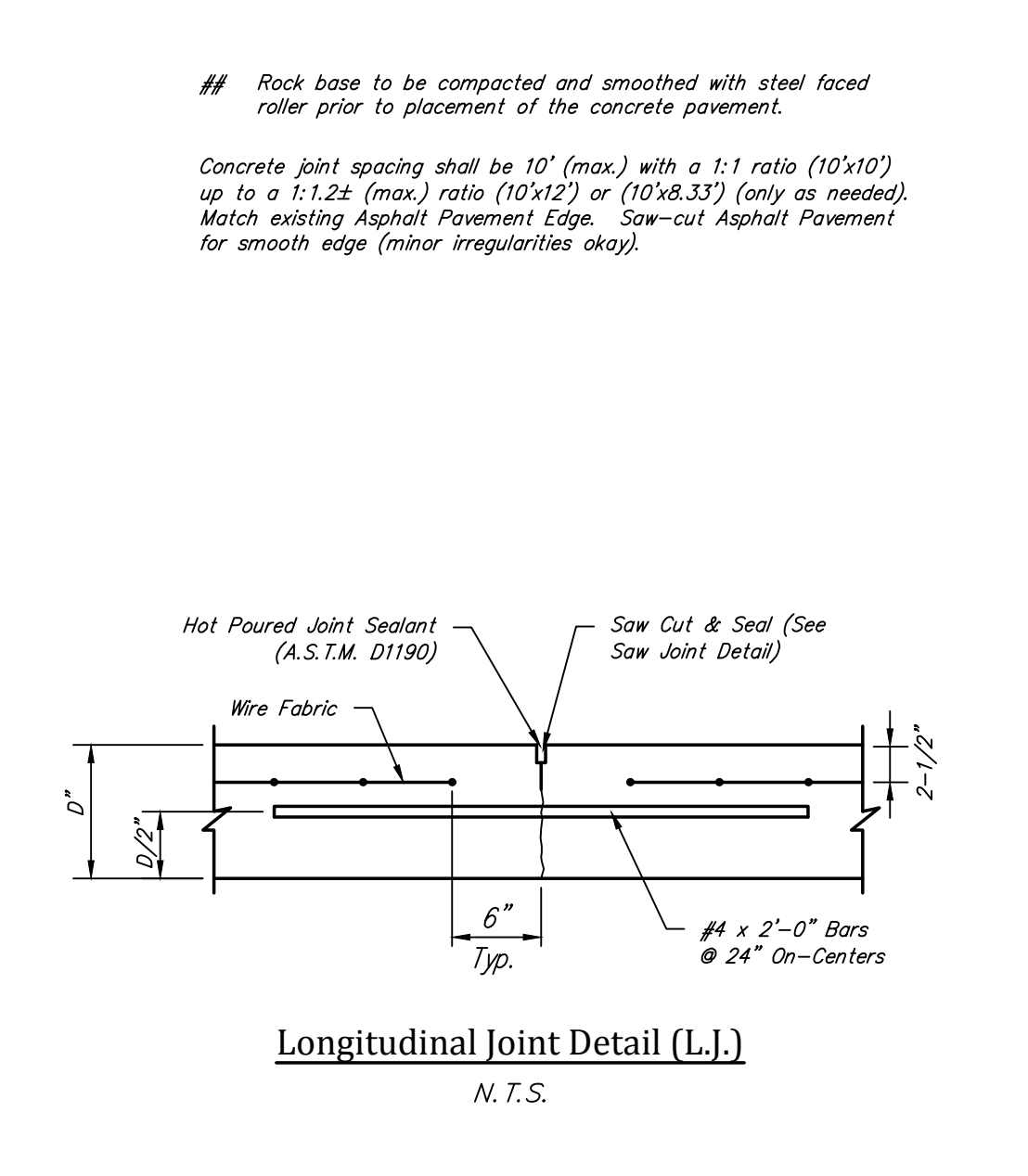
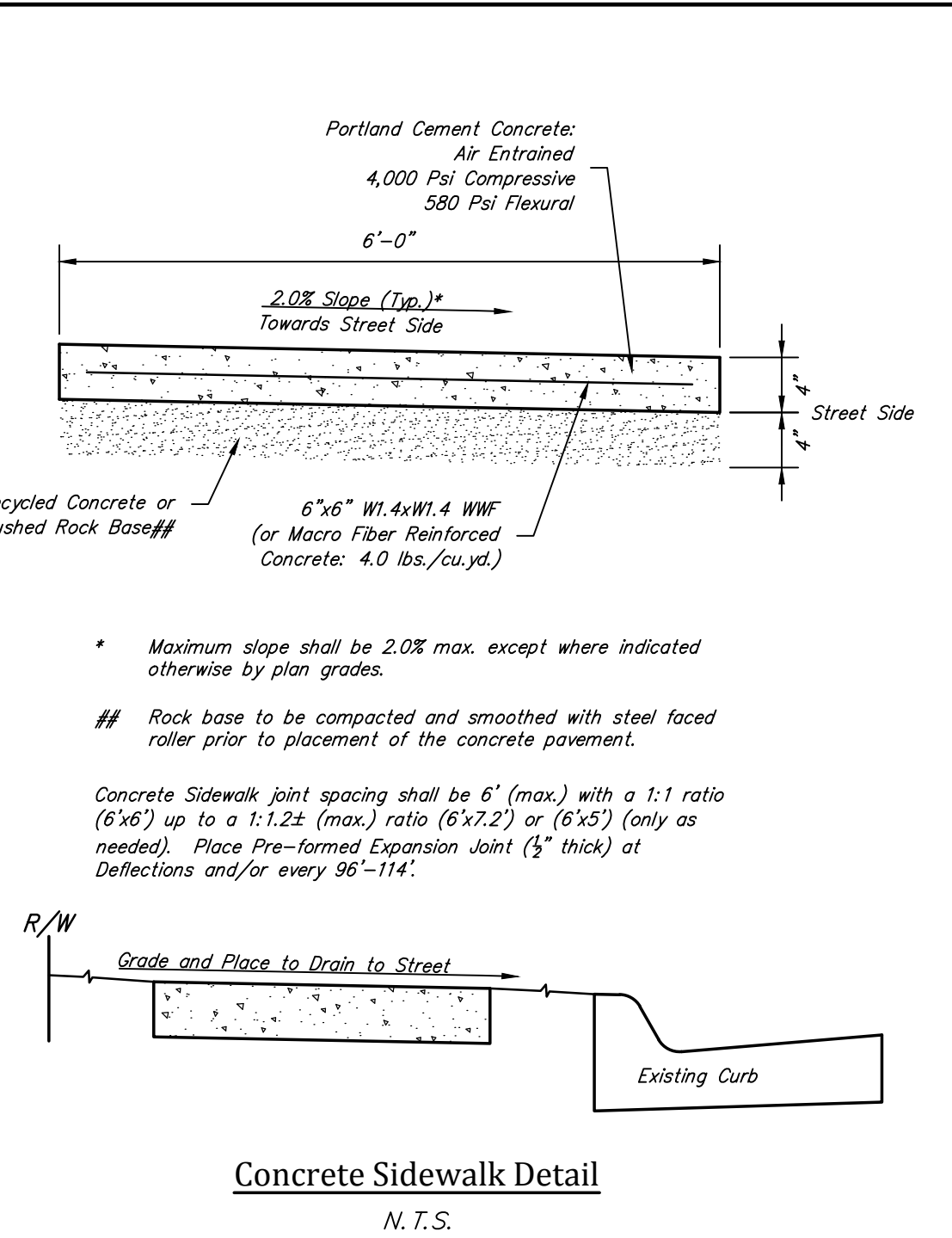
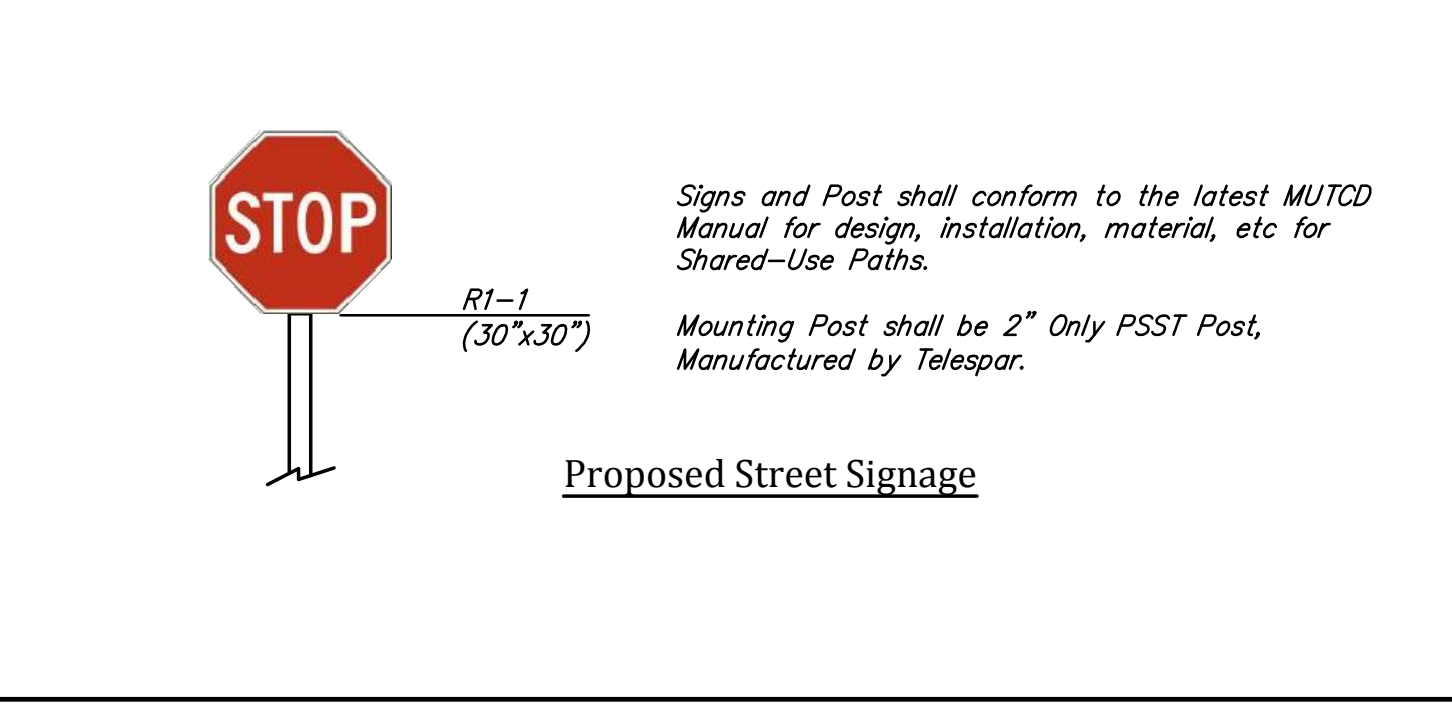
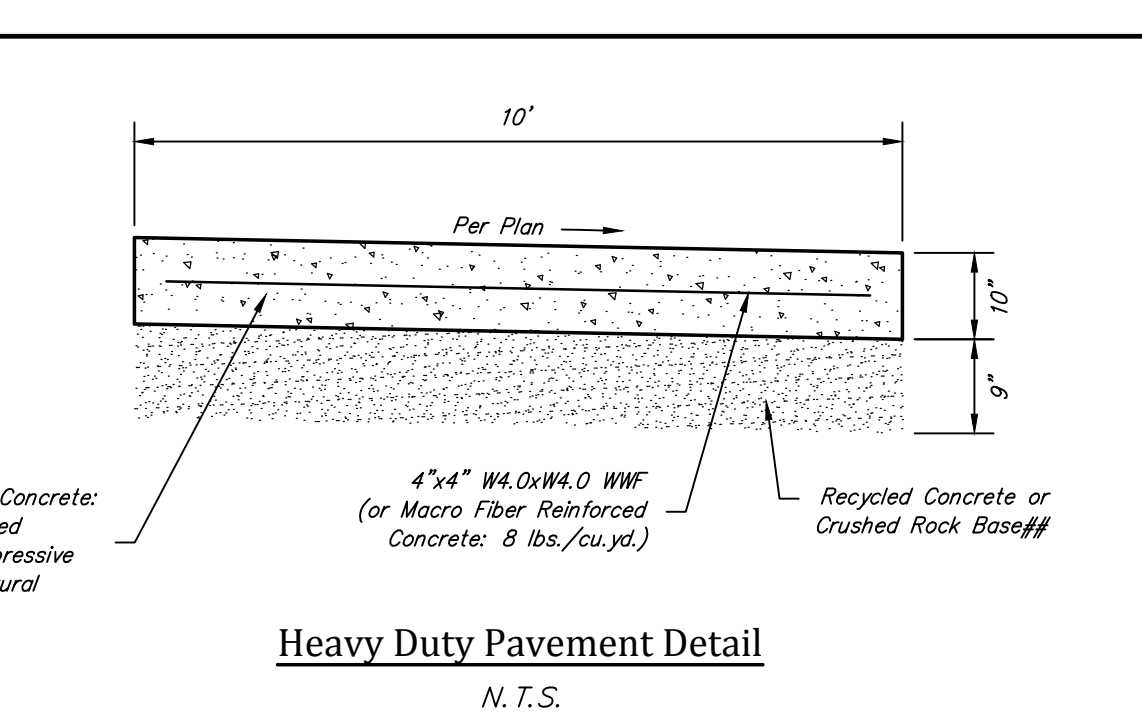
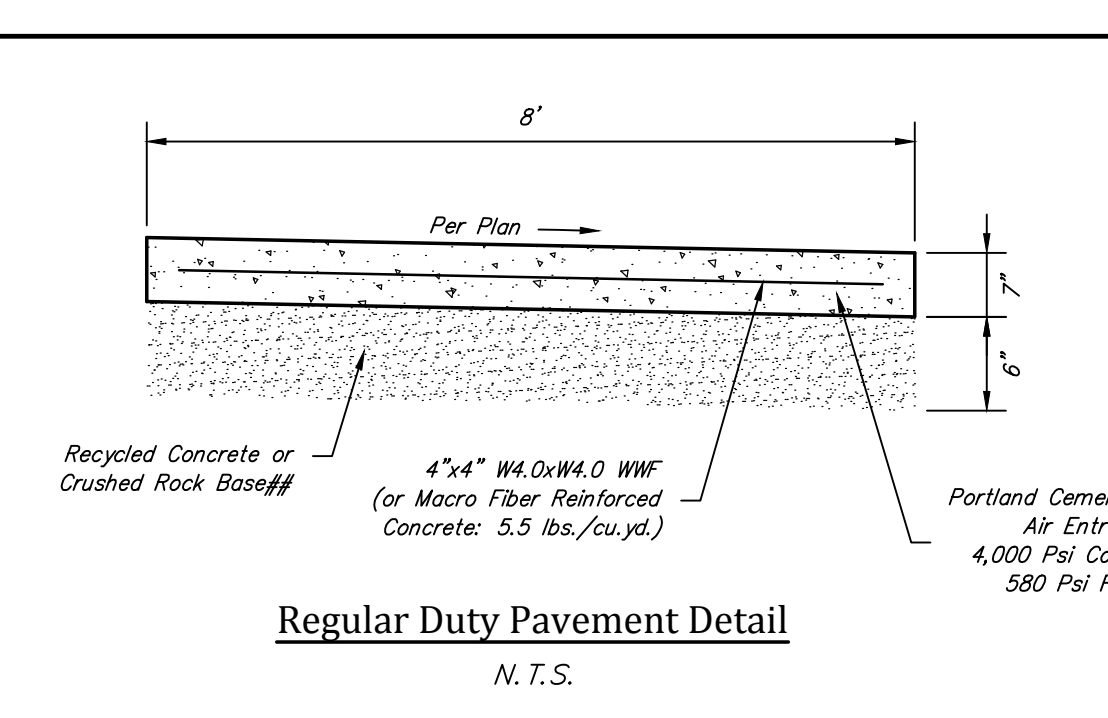
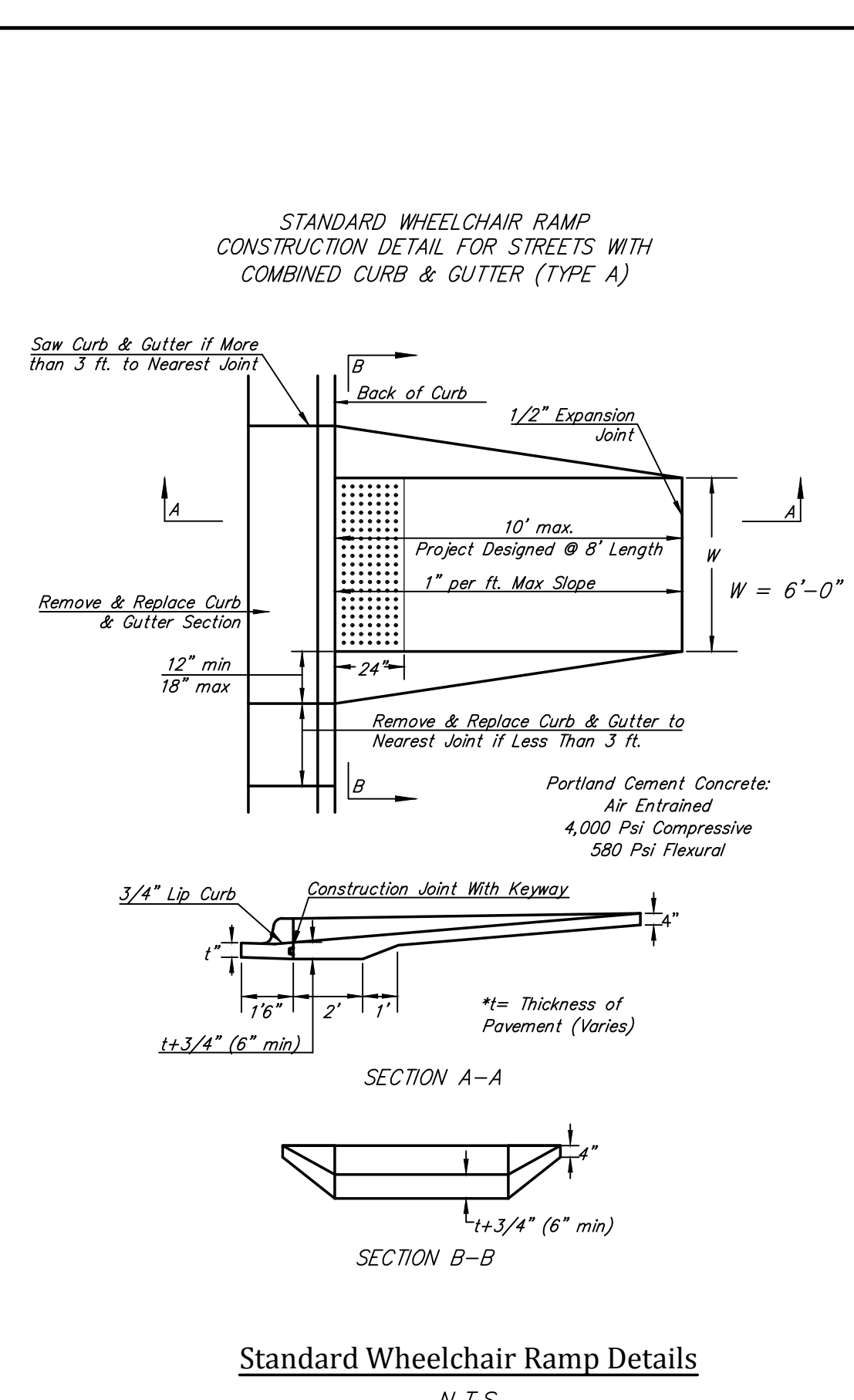
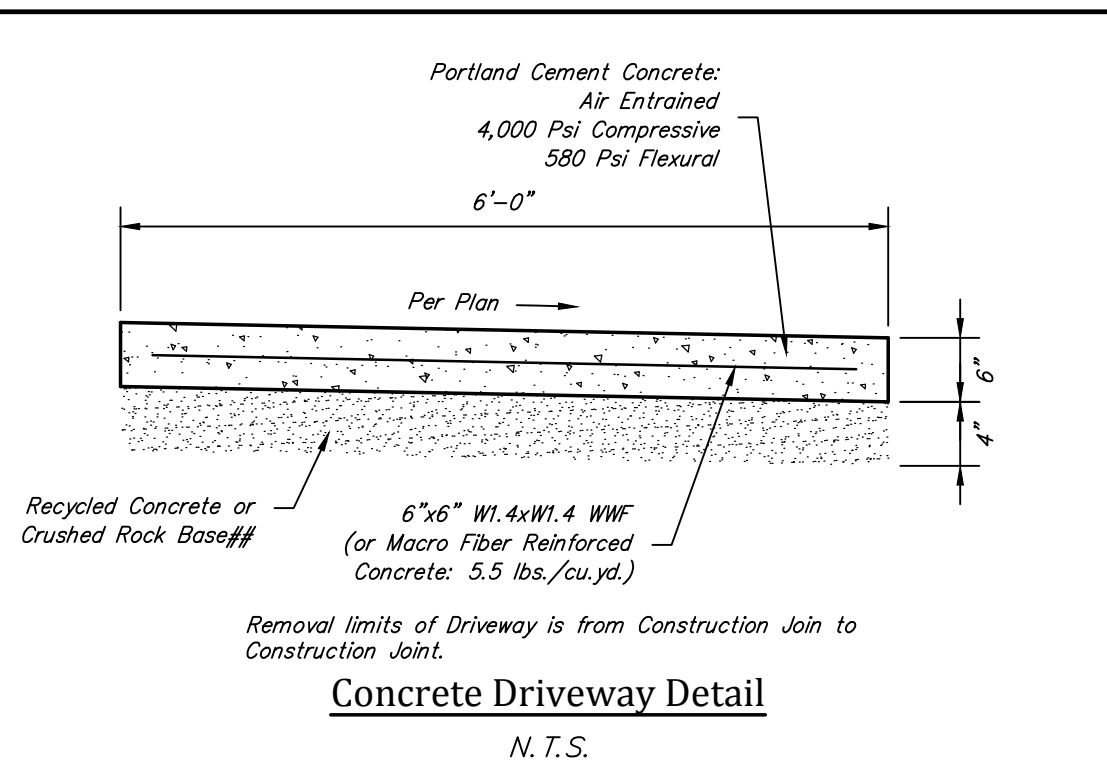
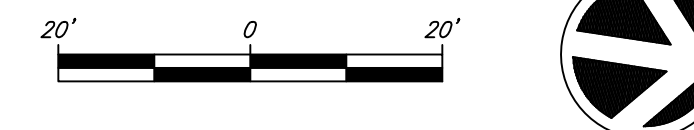
Date:	January 2022
SE Project No:	21.W031
Drawn By:	MS
Checked By:	CM/MS

Sheet Name:

Sheet No:
03



Sidewalk to be placed to allow drainage from Private Property across sidewalk to Curb line



Item 6)

800 East 1st Street, Suite 240 • Wichita, KS 67202
Phone (316) 722-4472 • Fax (785) 360-5007

CITY OF CHENEY
SOUTH MAIN STREET SIDEWALK
CONSTRUCTION PLANS

Revisions:

Date:	January 2022
SE Project No:	21.W031
Drawn By:	MS
Checked By:	CM/MS

CHENEY POLICE DEPARTMENT

October 2021

MONTHLY REPORT

CALLS FOR POLICE SERVICE HANDLED:

TOTAL- 270/8.7 calls per day Previous Month- 298

VEHICLE ACCIDENTS INVESTIGATED:

Non injury- 3

Injury- 0

TOTAL- 3

TRAFFIC INVESTIGATIONS:

DUI & Other- 1

TOTAL- 1

WARNINGS ISSUED:

Speeding- 4

Illegal Parking- 2

Defective Equipment- 1

Expired License Registration- 1

Expired Driver's License- 1

TOTAL- 9

NOTICE TO APPEARS ISSUED

Expired Driver's License- 1

Domestic Battery- 1

Speeding- 1

Expired Vehicle Registration- 1

Drove Left of Center- 1

DUI- 1

TOTAL- 6

CRIMINAL CASES INVESTIGATED

Rape/Alleged Sexual Assault-1

Domestic Violence/Criminal Possession of a Firearm- 1

Warrant Arrest- 3

Theft- 1

Burglary/Theft- 1

Total- 7

CASES CLEARED- 5

PATROL CAR STATISTICS:

Unit #1- (2021 Chevy)

Beginning Odometer- 4,184

Ending Odometer- 4,555

TOTAL- 371

Unit #2-(2020 Chevy)

Beginning Odometer- 10,467

Ending Odometer- 11,629

TOTAL- 1,162

Unit #3- (2020 Chevy)

Beginning Odometer- 34,317

Ending Odometer- 37,465

TOTAL- 3,148**TOTAL MILES DRIVEN- 4,681****TOTAL GALLONS OF FUEL- 459.91****AVERAGE MILES PER GALLON- 10.2**

CHENEY POLICE MONTHLY OVERVIEW**OCTOBER 2021****OCTOBER 1- OFFICERS PARTICIPATED IN WALK/BIKE TO SCHOOL DAY****OCTOBER 1- CHIEF WINTER TAUGHT DARE AT ELEM SCHOOL****OCTOBER 2- OFFICER COOK WORKED WEDDING AT WHITE BARN****OCTOBER 5- SGT THREADGILL READ AT ELEM SCHOOL****OCTOBER 6- SGT THREADGILL READ AT ELEM SCHOOL****OCTOBER 7- SGT THREADGILL READ AT ELEM SCHOOL****OCTOBER 8- OFFICERS WORKED HOMECOMING FB GAME****OCTOBER 8- OFFICER COOK WORKED WEDDING AT WHITE BARN****OCTOBER 9- OFFICER COOK WORKED WEDDING AT WHITE BARN****OCTOBER 9- SGT MARTINEZ WORKED PARTY AT FARM BUREAU BLDG****OCTOBER 10- OFFICER BELL WORKED WEDDING AT WHITE BARN****OCTOBER 12- CHIEF WINTER ATTENDED CHAMBER MTG****OCTOBER 14- OFFICER CANDIDATE PHYSICAL, WICHITA****OCTOBER 14- CHIEF WINTER ATTENDED CITY COUNCIL****OCTOBER 15- OFFICERS ATTENDED FUN NIGHT AT ST. PAUL'S****OCTOBER 15- OFFICERS WORKED HOME FB GAME****OCTOBER 17- CHIEF WINTER & SGT THREADGILL ASSISTED WITH CRUISE NIGHT****OCTOBER 17- OFFICER BELL WORKED WORKED WEDDING AT WHITE BARN****OCTOBER 19- SGT THREADGILL READ AT ELEM SCHOOL****OCTOBER 19- OFFICERS ATTENDED WELLNESS MTG AT CITY OFFICE****OCTOBER 20- CHIEF WINTER TAUGHT DARE AT MIDDLE SCHOOL****OCTOBER 20- SGT THREADGILL READ AT ELEM SCHOOL**

OCTOBER 21- CHIEF WINTER ATTENDED SG COUNTY CHIEF'S MTG AT PARK CITY

OCTOBER 21- SGT THREADGILL READ AT ELEM SCHOOL

OCTOBER 22- CHIEF WINTER TAUGHT DARE AT ELEM SCHOOL

**OCTOBER 22- SGT MARTINEZ & OFFICER INLOW ATTENDED CHIEF SHARP'S
RETIREMENT RECEPTION IN GARDEN PLAIN**

**OCTOBER 23- SGTS. THREADGILL & MARTINEZ WORKED THE DEA TAKE BACK
EVENT**

OCTOBER 23- OFFICER COOK WORKED WEDDING AT WHITE BARN

OCTOBER 24- RED RIBBON WEEK

**OCTOBER 25- OFFICERS PARTICIPATED IN RED RIBBON WEEK AT MIDDLE
SCHOOL**

**OCTOBER 26- OFFICERS PARTICIPATED IN RED RIBBON WEEK AT MIDDLE
SCHOOL**

OCTOBER 27- CHIEF WINTER TAUGHT DARE AT MIDDLE SCHOOL

**OCTOBER 27- OFFICERS PARTICIPATED IN RED RIBBON WEEK AT MIDDLE
SCHOOL**

**OCTOBER 28- OFFICERS PARTICIPATED IN RED RIBBON WEEK AT MIDDLE
SCHOOL**

**OCTOBER 28- CHIEF WINTER & SGT MARTINEZ ATTENDED SAFETY
MTG/LUNCHEON AT DURANGO PIPELINE**

**OCTOBER 28- CHIEF WINTER, SGTS THREADGILL & MARTINEZ PARTICIPATED IN
HALLOWEEN PARADE AT ELEM SCHOOL**

**OCTOBER 28- CHIEF WINTER & OFFICER INLOW ASSISTED WITH EXTRA PATROL
FOR CHILI/SOUP COOKOFF DOWNTOWN**

**OCTOBER 29- CHIEF WINTER ATTENDED DARE OFFICER TRAINING/GRADUATION
AT KLETC**

OCTOBER 30- OFFICER COOK WORKED WEDDING AT WHITE BARN

OCTOBER 31- CHIEF WINTER & OFFICER BELL WORKED EXTRA PATROL DUE TO HALLOWEEN ACTIVITIES IN CITY

**CHENEY MUNICIPAL COURT
SEPTEMBER 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: 13

NUMBER OF TICKETS BY CHENEY #1	0	NUMBER OF TICKETS BY CHENEY #2	8
NUMBER OF TICKETS BY CHENEY #3	1	NUMBER OF TICKETS BY CHENEY #4	0
NUMBER OF TICKETS BY CHENEY #5	1	NUMBER OF TICKETS BY CHENEY #6	0
NUMBER OF TICKETS BY CHENEY #7	3	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:	14	NUMBER OF CONTINUED/REVIEWS ON DOCKET:	26
CONTINUED	7	CONTINUED	13
DISMISSED	3	SENTENCED	4
PAID	2	DISMISSED	2
FAIL TO APPEAR	1	PAID OR PMT MADE	2
WARRANT ISSUED	0	DRIVERS LICENSE SUSPENDED	0
SET FOR TRIAL	0	WARRANT ISSUED	6
SENTENCED	3	SET FOR TRIAL	0
		SENT FOR COLLECITON	0

NUMBER OF TRIALS 0

NUMBER OF PSI/PDS'S ORDERED	0
MONEY PAID TO CSO FOR PSI, UA'S	\$0.00
AMOUNT OF FINES SET COURT NIGHT	\$2,775.00
AMOUNT OF FINES COLLECTED FOR MONTH	\$1,775.00
AMOUNT OF FINES OUTSTANDING CURRENTLY	\$8,782.63
AMOUNT IN COLLECTIONS	\$17,232.36
COURT APPOINTED ATTORNEY FEES	\$0.00
INTERLINGUAL SERVICES	\$0.00

CHENEY MUNICIPAL COURT
OCTOBER 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
 MICHAEL INLOW, MARTY BELL, CHRIS BECKER
 DAVID OHLDE, GRANT COOK, MIKE SATTERLEE
 DANNY MCDORMAN, CARRIE PHELPS
 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	2
NUMBER OF TICKETS BY CHENEY #3	0	NUMBER OF TICKETS BY CHENEY #4	0
NUMBER OF TICKETS BY CHENEY #5	5	NUMBER OF TICKETS BY CHENEY #6	0
NUMBER OF TICKETS BY CHENEY #7	0	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:	14	NUMBER OF CONTINUED/REVIEWS ON DOCKET:	29
CONTINUED	10	CONTINUED	16
DISMISSED	1	SENTENCED	8
PAID	2	DISMISSED	1
FAIL TO APPEAR	0	PAID OR PMT MADE	4
WARRANT ISSUED	1	DRIVERS LICENSE SUSPENDED	0
SET FOR TRIAL	0	WARRANT ISSUED	2
SENTENCED	2	SET FOR TRIAL	0
		SENT FOR COLLECITON	0

NUMBER OF TRIALS 0

NUMBER OF PSI/PDS'S ORDERED	0
MONEY PAID TO CSO FOR PSI, UA'S	\$0.00
AMOUNT OF FINES SET COURT NIGHT	\$4,042.50
AMOUNT OF FINES COLLECTED FOR MONTH	\$3,175.00
AMOUNT OF FINES OUTSTANDING CURRENTLY	\$5,382.74
AMOUNT IN COLLECTIONS	\$17,232.36
COURT APPOINTED ATTORNEY FEES	\$200.00
INTERLINGUAL SERVICES	\$0.00

**CHENEY FIRE DEPARTMENT
OCTOBER, 2021**

We had 12 Fire Runs & 14 EMS Runs, Totaling 26 Runs For This Month

Fire Runs

<u>Fire Runs</u>	<u>Type of Incident</u>
10/03/2021	SYSTEM MALFUNCTION
10/05/2021	FIRE SAFETY
10/07/2021	FIRE SAFETY
10/08/2021	FIRE SAFETY
10/08/2021	STANDBY FOOTBALL GAME
10/08/2021	STRANDED BOAT
10/09/2021	POSSIBLE JUMPER
10/12/2021	10-47
10/16/2021	CONTROLLED BURN
10/21/2021	ASSIST CITIZEN
10/24/2021	FIRE IN ATTIC
10/26/2021	HAY BALE FIRE

EMS Runs

<u>EMS Runs</u>	<u>Type of EMS</u>
10/06/2021	BICYCLE ACCIDENT
10/07/2021	CHEST PAINS
10/09/2021	OVERDOSE
10/12/2021	CHEST PAIN
10/13/2021	SICK PERSON
10/16/2021	ALLERGIC REACTION TO FOOD
10/17/2021	SICK PERSON
10/22/2021	SEIZURE PT
10/23/2021	STROKE PT
10/25/2021	SICK PERSON
10/27/2021	10-48
10/30/2021	SEIZURE PT
10/30/2021	UNCONSCIOUS PT
10/31/2021	FALL

MAINTENANCE REPORT

November 2021

Rain & cooler temperatures have slowed us down on crack sealing. Hopefully the week of the 8th will allow us to get back on it.

Ergon stated with the much cooler temperatures during the night, it is not advisable to apply slurry seal. The best time of the year is to start in March or April. A steady climate needs to be in the forecast to get the best adhesion and results. He also mentioned that there has been an increase in chat seal over slurry seal in the last 2 years as there is no special mix of chemicals to apply chat verses slurry.

We have seen an increase in water service line leaks due to material becoming brittle with age. This is from the first introduction of poly pipe; piping has improved tremendously in the development process to eliminate the issue. Piping now has more flexibility and longer life span.

Jerry and Craig attended a Leadership class in McPherson. We also attended the KCC Seminar in Manhattan in October. New Rules & Regulations were discussed along with information on changes that must be made to our Operations & Maintenance Manual before December 27th. KCC will notify municipalities whether additional changes need to be made after reviewing all O & M Manuals.

Mason Smith was hired as a Maintenance employee. Both he and Caleb are learning the ins & outs of maintenance and are doing a great job.

There has been an increase in Locates primarily due to residents going with IDEATECH Fiber optics for internet service.

We have been getting items lined out for projects at the South Main Complex. Irrigation/water main parts have started arriving.

No update yet from Lubbers on the new truck arrival. They are anticipating possibly December or January delivery as of now.

Continued research on how to eliminate Blue Green algae in our wastewater ponds.

Parts to convert our commercial gas meters to auto read have been coming in as well. Once all components are here, we will begin changing those over. This will allow us to closely monitor gas usage for more accurate readings of usage.

Maintenance Superintendent
Jerry Peitz

2021 GAS REPORT

MONTH	CITY		LACK HILLS		CITY OF CHENEY			RESIDENTIAL		COMMERCIAL			FEE		
	METER READING as of 15th	CITY MCF USAGE as of 15th	LACK HILLS 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)				1857 \$ 9,473.80	\$5.1000	1,794	\$ 27,656.58	720	\$ 15,994.73	825	84	\$ 11,661.85	969	\$ 18,182.78	\$ 5,651.10
OCT (So.Mtr)				2131 \$ 12,759.66	\$5.9900	2,533	\$ 37,767.15	719	\$ 19,713.69	1,084	83	\$ 18,053.46	1,449	\$ 25,007.49	\$ 7,978.95
NOV (So.Mtr)						0	\$ -							\$ -	\$ -
DEC (So.Mtr)						0	\$ -							\$ -	\$ -
TOTAL	0	0.00	61,954	\$ 280,535.05	0.00	63,601	\$ 606,686.77	719.30	\$ 349,856.20	34,134	82.60	\$ 256,830.57	29,467	\$ 326,151.72	\$ 97,612.20

JAN 645+
 FEB 979-
 MARCH 1194+
 APRIL 107+
 MAY 237+
 JUNE 60+
 JULY 13+
 AUG 31+
 SEPT 63-
 OCT 402+ hand read - miu's congested
 NOV
 DEC
 TOTAL 1245+

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	PERCENTAGE ACCOUNT WATER TO WATER	METERED COURSE
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	9,500,100	\$ 69,845.82	776	\$30,677.94	6,842,600	93	\$6,056.21	2,657,500	\$33,111.67	14,695,000	5,194,900	35%	0
OCTOBER	215,963,111	\$ 68,249.76	774	\$29,004.07	6,065,211	93	\$6,014.00	209,897,900	\$33,231.69	230,375,000	14,411,889	6%	0
NOVEMBER	0	\$ -									0	#DIV/0!	0
DECEMBER	0	\$ -									0	#DIV/0!	0
TOTAL-AVG.	279,292,911	\$640,256.88	775.80	\$268,127.83	51,029,211	91.00	\$53,252.32	228,263,700	\$318,876.73	304,312,000	25,019,089	8%	0

**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 - Water Tower Maintenance
- October - hand read meters - miu's not reporting
- November -
- December -

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	\$10,532.26
OCT	808	\$15.00	\$14,290.75	\$10,547.26
NOV	811	\$0.00	\$14,340.25	
DEC		\$0.00		
TOTALS	807.4545455	\$240.00	\$157,263.75	\$105,059.48

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



Golf Report November 2021

October revenue was a tad lower than the same month last year but way above the five-year average. The weather has started to fluctuate and so goes the golfers. We are hoping for a strong finish.

Rounds Report

<u>Year</u>	<u>October</u>	<u>Year to Date</u>
2021	1,775	20,537
2020	1,879	21,578
2019	1,153	15,770
2018	1,102	16,531

Revenue Report

<u>Year</u>	<u>October</u>	<u>Year to Date</u>
2021	\$58,387.13	\$692,859.71
2020	\$65,232.25	\$701,497.94
2019	\$34,762.55	\$512,871.68
2018	\$26,120.90	\$479,050.45

Looking Ahead:

Tournament season is finished.

Kevin Fowler

Director of Golf

Clerk Report- November 2020

Ideatek has installed the antennas on the water tower and should have their wireless service available soon.

The Sunflower Foundation Trail grant was completed.

HOLIDAY HOURS:

City employees receive 8 hours holiday pay for Christmas Eve, 8 hours for Christmas Day and 8 hours for New Years Day. Since the Holiday falls on a Friday/Saturday, City Hall is requesting to observe the holidays and close City Hall on:

Friday, December 24th, Monday, December 27th, and Friday, December 31st.

AMERICAN RESCUE PLAN:

An adjustment was made to the amount we are to receive for the American Rescue Plan. We received an additional \$977.91 on October 28th. We will receive our second payment in the amount of \$165,352.02 next year. The total amount we will receive has increased to \$330,704.04.

CONFERENCES:

Angie is attending her 3rd year of Clerk Institute at WSU via online/in person.

COME HOME FOR CHRISTMAS:

Come Home for Christmas is December 4th. The City will donate an item for the Holiday Festival again. The Christmas Light Competition is also scheduled this year and BINGO will return.

PAST DUES:

There were 128 past due notices sent on 10/18/2021. (113 past dues in 2020, 111 past dues in 2019, 132 past dues in 2018, 145 past dues in 2017, 153 past dues in 2016, 154 past dues in 2015) and there were 8 shut-offs done 11/1/2021.

MONTHLY DUTIES:

Journal entries were posted to general ledger for October. Revenue and expense reports were given to each department head. Cash and Cash Receipts were reconciled for October. Sales tax reports were filed. Payroll was conducted twice. Minutes were prepared for the regular meeting. Paperwork was done for two new full-time hires and 2 part-time.