



MEETING OF THE COUNCIL MEETING

Council Chambers, City Hall – 131 N Main St

December 09, 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

A) OATH OF OFFICE

Swearing in of re-elected Councilmembers Jeff Albers, Kassie Gile, Greg Williams and Mayor Philip Mize.

CONSENT AGENDA

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

A) Building Permits

Mechanical Permit - Reddi Industries - 627 Jayhawk

Mechanical Permit - CM3 Inc - 126 W 5th

Electrical Permit - W Electric - 2960 S 375th St W

Carport - Thomas Bachard - 209 S Marshall

Sign - LB Signs - 223 Cherry Oaks

Sign - LB Signs - 329 Cherry Oaks

Sign - LB Signs - Entrance Cherry Oaks

Building - Illumicast LLC - 102 N Jefferson

CMB License

Cherry Oaks Golf Course

Dollar General

Casey's
SPK Grocery

B) BILLS LIST

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

OLD BUSINESS

1) 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.

NEW BUSINESS

2) ELECTION OF COUNCIL PRESIDENT

Kansas State Statute and City Code states that after every city general election, the council shall elect one of its members as president of the council who, in the absence or disability of, and at the request of the mayor, shall become acting mayor. The president of the council shall, while acting as mayor, have only those powers immediate and necessary to carry out the duties of the office of mayor, including all administrative, ceremonial and contractual powers, but shall not have the power to veto any measure passed by the council.

Motion: Nominate _____ as the President of the City Council.

3) CONSIDERATION OF MAYOR MIZE'S APPOINTMENT

Cheney Fire Department has requested the appointment of

Firefighters: Zane McGuffey and Peyton Becker

Motion: Confirm the Mayor's appointments.

4) CONSIDERATION OF 2022 MEMBERSHIP DUES

Motion: Continue 2022 membership with the League of Kansas Municipalities for \$1317.61

5) CONSIDERATION OF AN AGREEMENT BY AND BETWEEN SEDGWICK COUNTY AND THE CHENEY SENIOR CENTER

The annual agreement is for January 1- December 31, 2022 and provides \$5,000 in funding for the Cheney Senior Center.

Motion: Enter into the agreement with Sedgwick County and the Cheney Senior Center.

6) CONSIDERATION OF PURCHASING EQUIPMENT

The parks department is requesting the purchase of a new mower to replace the existing 72" Hustler.

Motion: Purchase 72" mower from S&D Equipment in the amount of \$10,711 and declare existing 72" Hustler mower surplus and sell.

Cherry Oaks Golf Course is requesting the purchase of a beverage cooler.

Motion: Purchase a beverage cooler from Webstaurant Store in the amount of \$2499 and declare current beverage cooler and kegerator surplus and sell.

The maintenance department is requesting the purchase of a 2009 Freightliner M2106 Dump Truck with 14,286 miles on it from Federal Surplus. The truck is a single axel dump truck and is smaller than our current dump trucks, so it could be used in residential areas when doing utility work, picking up commodities, and pulling the mini excavator.

Motion: Purchase 2009 Freightliner Dump Truck from Federal Surplus in the amount of \$32,000.

7) CONSIDERATION OF 2022 HEALTH AND DENTAL INSURANCE COVERAGE FOR EMPLOYEES

Employee health care coverage begins February 1 of each year. The renewal for Health Insurance rates increased by .22% and Dental rates decreased by 1.94% for an overall increase of .14%. In 2021 our rates decreased by 3.39%, 2020 rates increased by 5.59%, 2019 rates decreased by 8.34%, 2018 rates increased by 12.45%, and in 2017 decreased by 3.08%

Staff recommends staying with the Blue Cross/Blue Shield, Blue Choice Comprehensive Plan for 2022. The plan is grandfathered and provides better coverage than the ACA platinum plan, but had cheaper rates than the ACA coverage when it was bid a few years ago.

Motion: Approve BCBS Health and Dental Insurance for 2022.

8) CONSIDERATION OF CHANGES TO THE FEE SCHEDULE

The fee schedule is reviewed annually in December. Staff recommends the proposed changes. Changes include increases to golf course fees, trash fees, bulk water, asphalt millings, sewer tap inspection fees.

Motion: Adopt Resolution 309-2021 Schedule of Service, License, and Permit Fees.

9) CONSIDERATION OF 2022 SALARY SCHEDULE

The Salary Schedule is a pay range schedule for the various positions. It is recommended to change the Pay Grade for Maintenance Worker I, Part-time Police Officers, Full-time Police Officers (Certified/non-certified), and Police Sergeant for the 2022 Salary Schedule. Also, an increase for Fire Chief.

Motion: Adopt Resolution 310-2021, 2022 salary schedule and update job descriptions accordingly.

10) A RESOLUTION OF THE CITY OF CHENEY, KANSAS, APPROVING THE EXECUTION AND DELIVERY OF AN AGREEMENT TO RELEASE AND ASSIGN THE CITY'S OPIOID CLAIMS TO THE KANSAS ATTORNEY GENERAL AND CERTIFYING COSTS ATTRIBUTABLE TO SUBSTANCE

ABUSE AND ADDICTION MITIGATION IN EXCESS OF \$500

Kansas is part of the multi-state litigation regarding opioids. HB 2079 addresses the distribution of settlement funds requiring 75% of the funds going to the State and 25% of the funds to be split between municipal governments. To receive part of these funds, the city must certify we've have costs of at least \$500 and agree to spend any settlement funds for lawful purposes and waive any remaining claims related to the opioid litigation.

Motion: Adopt Resolution 311-2021

11) CONSIDERATION OF END OF YEAR TRANSFERS

The 2021 Budget showed Scheduled Transfers at \$588,000. Staff requests an increase of transfers into Water Reserve, streets, parks, and general fund as Budget Authority allows. Because the general fund had an increase over budgeted revenues by an estimated \$330,000, the general fund cash on hand has increased and staff would like to transfer the scheduled transfers of \$50,000 from the two utility funds (no transfer from gas fund) into Capital Improvement for the Pool Project instead of into the General Fund.

Motion: Approve stated year end transfers with the transfer from the General Fund to Capital Improvement equal to the amount of remaining general fund budget authority after determination of year end expenditures.

REPORTS**Police Report**

12) Court Report

13) Police Report

Fire Report

14) Fire Report

Maintenance Report

15) Gas Report

16) Water Report

17) Trash Report

18) Maintenance Report

Golf Course Report

19) Golf Course Report

Administrator's Report

20) Admin Report- December 2021

ATTORNEY'S ITEMS

MAYOR'S ITEMS

Mayor Philip Mize

COUNCIL ITEMS

Councilmember Albers

Councilmember Gile

Councilmember Graf

Councilmember Kampling

Councilmember Williams

EXECUTIVE SESSION

- 21) Motion to enter into executive session to discuss wages and employee performance pursuant to matters related to non-elected personnel KSA 75-4319 (b)(1) at ____ pm for ____ minutes with Administrator Young.

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
November 11, 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. Councilmember Kassie Gile arrived late. Staff present were City Administrator/Clerk Danielle Young, City Attorney Austin Parker (arrived late), Police Chief Ken Winter, Maintenance Superintendent/Fire Chief Jerry Peitz and Director of Golf Kevin Fowler.

Guests present were Michelle Franklin- TSNews, Dixie Riedel, Paul Mahlberg and Rod Willies- KMGA, Brad & Carla Ewy, Pastor Peters, Ed Laverentz, Marc Bennett

PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

PRAYER- led by Pastor Keith Peters

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 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

Motion made by Councilmember Kampling, Seconded by Councilmember Graf.

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

PUBLIC AGENDA- no comments**OLD BUSINESS****NEW BUSINESS****PRESENTATION OF AWARD BY KMG**

Dixie Riedel, KMG, reported to the Council that they give out awards to member communities, typically during their annual conference. Rod Willis, from Osage City and with the nominating committee, read the nomination award. Brad Ewy was in attendance to receive the award, given to someone who has made contributions to KMG and local municipal utilities.

Paul Mahlberg, KMG, gave an update that they're still tracking the FERC investigation into the natural gas pricing in February 2021. They've implemented a new purchasing policy, to limit the amount purchased from the daily market and to try and stabilize prices.

DISCUSSION OF SANTA FE CROSSING DEVELOPMENT

Ed Laverentz presented to the County. He and his wife own Santa Fe Crossing at Lake Road and Santa Fe. It is platted for two lots (a north and south lot) with a common driveway off of 391st. Laverentz asked about splitting the north lot into two lots with access off of Heather Lane and would go through the platting process for the south lot to make 4 to 5 lots with access off of Santa Fe Street. Laverentz understood there had been discussion at previous meetings regarding development along streets without curb/gutter. Laverentz asked for direction on what might be allowed before going through the platting process. Laverentz would like to develop it for single family residential to match the existing neighborhood along Heather Lane.

There is some reservation about the future of Santa Fe Street. Currently, the city owns Santa Fe Street, which 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. Laverentz asked what would be allowed to happen along Santa Fe, without knowing the future of the railroad. Administrator Young read the City Code that states with the Governing Body's approval could go away from standard street requirements. With a plat, adequate public facilities have to be available, which means the road has to be adequate to handle traffic generated by the development. Young has discussed different options with the city engineer. There is an additional 25' railroad right-of-way between the tracks and the City's Santa Fe property that could possibly be utilized in the future for a road right of way if the railroad is ever abandoned. This would give 55' for the Road Right-of-way, which is still short of the required 60' the engineer wants to see. Young stated the Council could state they don't want access off of Santa Fe and require access to the development off of Lake Road. Or require a cul de sac or private road in between the current two lots. They could allow entrance off of Santa Fe with the understanding that the road right-of-way is only 30' and require future setbacks be put in place so if enough right of way is required, an actual road could be built later on or some type of road improvements could be required along Santa Fe, without the full curb/gutter. The city code also states it should be 3" thick asphalt.

Laverentz will have to go through the platting process with the Planning Commission; however, the code states the Governing Body has the ability to waive the street requirements; therefore, that is why he's present at this meeting. Councilmember Albers asked about discussing different areas of town with dirt roads that haven't been developed at a previous Council meeting. Albers thought it needs addressed, as it's been done in other areas of town. Mayor identified several problems, including the road narrowing, the house that is built on the property to the east of Laverentz's lots does not allow for the City to utilize part of Laverentz's lot as future right of way, and a cost to curb/gutter the road was outrageous a few years ago. Albers asked if the lot sizes would compare to the rest of the neighborhood. Laverentz said the

lots would be larger than the other lots along Heather Lane. Laverentz stated if he split the north lot into two lots, it is just a lot split process and doesn't have to go through the platting process. Laverentz asked what was going to happen with Santa Fe Street in the future since the City only owns a 30' wide section south of his lots and what will be allowed to happen? Albers thought the City was in need of buildable lots. Laverentz stated he had plenty of depth, going north to south and was willing to give up some of his lot to accommodate for future road right of way for if the railroad is ever abandoned. But the property to the east (Diskin) doesn't have real estate available to make the adequate road right of way for Santa Fe. Laverentz thought the decision made should be done that is fair and would be done for others in the future, if other requests are made.

Councilmember Kampling thought that acquiring a little more easement to the north, could allow for a future street to be built from Lake Road, but not necessarily east since Diskin's property would block the full 60' ROW. Santa Fe east of Diskin's then widens out again. Mayor Mize asked about a smaller easement that in the future the road could be moved and built? Laverentz mentioned that there is currently a 20' drainage and utility easement that runs along Santa Fe, so nothing can be built within that easement. Lot would be approximately 90' wide. Laverentz stated the lots would be desirable and plenty deep at 199'. Councilmember Gile stated she hated to stunt growth since so many people are looking for an area to build.

Marc Bennett, lives on Heather Lane to the north of Laverentz's property. He remembered when Greg Kampling and John Hillman owned the lots there was conversation about paving Heather Lane, which would assess specials to his property. It was discussed then that if an access road was built off of Heather Lane, then Heather Lane would have to be paved. He also remembered that Santa Fe was an easement, and not a road at that time. Bennett was curious if specials were going to be assessed and where the access for the lots would be and how the houses would face Heather Lane. Bennett thought at one time it was discussed to have 3 lots off of Lake Road because access from Heather Lane and Santa Fe. It seems the development has been complicated and discussed several times. Albers asked if driveways were allowed off of Heather Lane and not requiring curb/gutter at this time. Albers asked Bennett if he saw issues with that. Bennett said if they were just single-family houses of 1500+ sq ft, like his, with a single driveway going to each lot to the south, he didn't think that would be a problem. Bennett asked Kampling if he remembered why that wasn't an option. Kampling stated there wasn't an option off of Santa Fe at all when he owned it. Bennett stated he just wanted to know what was going in as he isn't keen on duplexes or apartments being built there. He understood allowing single family homes like his that is across the street on Heather Lane. Also, he wanted to know if Heather Lane would be required to be paved and if so, who is going to pay for the road? Bennett also brought up the need for a sewer and has been discussed in the past.

Councilmember Albers asked about the requirement of 50% of the homeowners requesting the road be paved and it was determined from the current number of owners, that the number of residents that own lots along Heather Lane, it would be difficult to move forward with paving the road. Councilmember wants to continue growing the community, but doesn't want to cause hardship on the people that have been living in that area for a long time. Albers thought that allowing Laverentz's north lot to be split into two with access off of Heather Lane would be okay, but access for the south lot was a bigger item to discuss.

Councilmember Kampling mentioned taking an additional easement off of Laverentz's south property to be able to make the 60' Road ROW when the railroad abandons. Attorney Austin Parker mentioned that the north lot could be split with access off of Heather as a dirt road because the road was already over 50% build-out, so getting the existing property owners to agree to specials to pave the road would be hard. Parker stated Laverentz could ask for a variance from the Planning Commission. He thought the planning commission would be interested in knowing Laverentz is willing to give some land for the right-of-way. Parker mentioned filing a plat with a variance.

Councilmember Albers mentioned Laverentz might not want to go down that route of doing the plat and variance together. The Planning Commission can help give input on the growth of the community. Councilmember Kampling mentioned if Rails

to Trails comes through town, then the City may not get the full 25' ROW. It was mentioned that the Rails to Trails last requested the City to maintain several miles of the trail outside the City and the Governing Body was not favorable to the maintenance request and needed to be looked at from a legal standpoint.

Laverentz does not plan to do anything with the north lot until a decision is made on the south lot. There is a water line that runs in between his two current lots and if he were to put a cul de sac down the middle, the backs of the houses would face towards Bennett's house on Heather Lane. Gile didn't think Heather Lane would want to look at the back sides of the houses from the cul de sac. Attorney Parker suggested a developer's agreement for guidance on moving forward. Councilmember Albers thought if Council was all good with splitting the north lot and taking the additional 5' of the south side of the south lot for future road right of way, and forego the requirement of curb/gutter, then a developer's agreement wouldn't be required. Albers thought the property was unique and special circumstances have been done to get land developed. The reason there isn't a street on the south side is because there is not enough right of way. Parker stated this qualified the land for a variance since it is a unique circumstance and was inherited by the property owner due to the Railroad and Santa Fe. Albers wanted to make it known that the next new development starting from a blank slate may not get the same allowance of no curb/gutter, but due to the existing circumstance that is why the Council is willing to allow this development to happen. Kampling thought it was important to have a full 60' road right-of-way from the alley to Lake Road. Laverentz stated the homes would be similar to existing homes in the neighborhood.

Parker said Laverentz's next step should be to go to the Planning Commission to get the variance and then once the variance is acquired, he can do the plat. Albers asked what the timeline would be. Young stated there would be a Planning Commission meeting the first week of December and Laverentz could come talk to them then. The variance is about a 2-month process because a public hearing a notice must be served. The variance is approved by the Planning Commission and does not come back to the Council. Parker discussed doing the variance and plat all at the same time. The Plat is approved by the Planning Commission and then comes to the City Council for final approval. Albers was concerned that if Laverentz did it all at the same time and the variance wasn't approved, he would be out the cost of the Plat.

It was discussed that Laverentz could go to the next Planning Commission meeting and discuss his plan with them and then he could apply for a variance first and then a Plat from the Planning Commission. Minutes from the Council meeting would be provided to the Planning Commission for them to review the discussion and see that the Council is in favor of Laverentz moving forward with the proposed development.

Young asked Council if they wanted any additional improvements to the current condition of Santa Fe. Council thought the current seal on that section of road of Santa Fe was the nicest section of Santa Fe Street. Laverentz didn't think the residential traffic along that section of Santa Fe would tear up Santa Fe, since there are already semis utilizing Santa Fe.

Bennett asked about the requirement for sewer on those lots and thought the city's sewer didn't have enough lift in that area. Storm drainage was also discussed for that area. Parker mentioned that part of the plat would address drainage of stormwater. Mayor questioned if the surface water would drain to Santa Fe? Young mentioned that a smaller type of lift station or individual sewer lift pumps had been discussed with Laverentz. Laverentz stated he preferred individual sewer lifts, like the houses on Lake Road. An engineer will look into the sewer requirements.

DISCUSSION AND CONSIDERATION OF PROJECTS AT SOUTH MAIN COMPLEX

Young stated pricing had been received on constructing a basketball court, electrical contractor and adding irrigation to Field 4.

Pricing was also obtained for irrigation on Field 4 and is not covered by the LWCF grant. City Maintenance staff will install.

Motion: 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.

Motion made by Councilmember Albers, Seconded by Councilmember Graf.

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

Funding: Park Budget

Bids from 4 different companies 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.

Councilmember Kampling didn't see a need for surfacing the basketball court because it would need to be redone in 10 years and no one would be able to use the court for anything besides basketball. Kampling thought post-tension concrete might be better in the long run because if you have to tear out the regular concrete and redo it in 10 years, it's going to cost a lot more. Kampling thought the City could save money from not doing the surfacing and put it into the additional expense for the post-tension concrete. Young mentioned that the bid from VersaSport for the normal concrete was 5" thick with reinforced 6 gauge mesh wire.

Mayor Mize mentioned that there would be a fence around the court, so no one would be able to drive on it, so he thought the normal concrete would be sufficient. Councilmember Graf mentioned that sheds built with 5" thick concrete don't crack when skid steers and equipment drive on it. Building two additional courts were also discussed for the future.

Quotes were received for 54' x 94' court with fencing set on the inside of the concrete. One company was adamant about having the court be 56' x 96' to allow for extra room between the fence and court out of bounds line. Council liked the idea of the slightly larger court. Young thought the additional cost, based on concrete square footage cost, would be around \$2000 extra from VersaSport.

Motion: Approve Versa Sport to construct basketball court with regular concrete with painted lines at \$72,120 plus additional cost to increase court size to 56' x 96'. (\$2000)

Motion made by Councilmember Albers, Seconded by Councilmember Gile.

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

Funding: 50% LWCF Grant 50% Park Budget.

Two quotes were received to provide electrical conduit and wiring installation for the basketball court lights.

Motion: Accept bid in the amount of \$7,000 and hire Twietmeyer Electric as the electrical contractor.

Motion made by Councilmember Kampling. Seconded by Councilmember Williams.

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

Funding: 50% LWCF Grant 50% Park Budget.

CONSIDERATION TO ACCEPT SOLID WASTE CONTRACT FROM WASTE CONNECTIONS

Last month Council agreed to move forward with Waste Connection's solid waste bid. Young stated that the agreement was still being reviewed by legal and some changes may be made to the inclement weather terms so the final agreement was not available for review. Council could approve pending final legal review or could wait until next month to approve.

Motion: Table Waste Connections contract until December.

Motion made by Councilmember Albers, Seconded by Councilmember Graf.

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

CONSIDERATION OF MAYOR MIZE'S APPOINTMENT

Cheney Fire Department has requested the appointment of Firefighter Grant Coon

Motion: Confirm the Mayor's appointment.

Motion made by Councilmember Williams, Seconded by Councilmember Gile.

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

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

Schwab-Eaton prepared the design for the sidewalk to be constructed along the west side of South Main. The sidewalk will be funded by KDOT. Young stated the City would remove the railroad siding on City property and is working with WATCO Railroad to cross the main set of tracks. Young stated the design had been set so utilities should not have to be located or trees removed. The City will have to trim back some trees along the Street easement in a tree row that have grown up, but City maintenance staff should be able to handle the work. Council asked about the entrance to the Co-op and along the Tire Shop. They thought TBA might need to be educated on the sidewalk safety and if their trucks would be able to block the sidewalk. It was stated that a stop sign from the co-op entrance would be added along with pedestrian signage to alert pedestrians and trucks. Councilmember Albers asked why the sidewalk was being placed on the west side of the road. Young stated a traffic study had been completed and recommended the sidewalk be on the west side so pedestrians didn't have to cross Main Street traffic to get to the Sports Complex.

REPORTS

Police Report

Chief Winter reported there had been multiple car burglaries. They interviewed a potential police officer candidate and asked for an executive session for non-elected personnel to discuss the candidate.

Fire Report

Chief Jerry Peitz reported he had attended the Sedgwick County Fire Chief's meeting. The engine and pumper tanker will have pump certifying done on Monday.

Maintenance Report

Maintenance Superintendent Jerry Peitz reported the new hire, Mason Smith, started on November 1st.

Peitz discussed the difference between a slurry seal versus chat seal. The City purchased a slurry seal truck from Circle C Paving a few years ago and they now have a newer truck for sale. Circle C only did 2 jobs with the truck and said a majority of cities are going away from slurry seal to chat seal. Circle C wants to sell the truck and hydraulic sled for \$150,000 to the City.

Peitz talked to Circle C about doing street work for the City. The City does not have a chat spreader anymore, so City would have to get equipment or hire Circle C to switch back to chat seal instead of current slurry seal.

Administrator Young asked why the City went away from chat sealing. Peitz said they use a smaller type of chat now.

Councilmember Albers asked how much a block cost for a slurry seal compared to a block of chat seal. It was believed that

you could get 4 more years out of a chat seal compared to a slurry seal. Council asked for the pros and cons of chat and slurry seal and what the cost is for the City to do a block of street work. Councilmember Kampling mentioned putting street work out to bids for cost comparisons.

Golf Course Report

Director of Golf Kevin Fowler had nothing to add to his report.

Administrator's Report

The City's employee Christmas party will be December 5th at Hank's.

Young stated the Library requested permission for a mural to be painted on the front of the Library. Council expressed concern about it having a cost to the city later on if the entire building would have to be painted to cover it up, since the coloring of the building is in the stucco. They asked who would maintain the mural in the long-term? It was asked if the design could be put on a banner or piece of metal and attached to the building, so it could be removed at a later time. Council also asked if they could see colors and placement of it on the building. They were not against the art, just wanted more information.

Young stated the Sunflower Foundation grant was submitted for the walking trail. The City's cost would be \$43,102, if approved.

Due to how the holidays fall, City employees will observe Friday, Dec 24th, Monday, December 27th and Friday, December 31st as the Holidays.

ATTORNEY'S ITEMS

MAYOR'S ITEMS

Mayor Philip Mize had nothing to report.

COUNCIL ITEMS

Councilmember Albers had nothing to report.

Councilmember Gile had nothing to report.

Councilmember Graf had nothing to report.

Councilmember Kampling had nothing to report.

Councilmember Williams had nothing to report.

EXECUTIVE SESSION

Motion: City Council enter into executive session to discuss non-elected personnel matters related to hiring a police officer pursuant to KSA 75-4319(b)(1) with Police Chief Ken Winter, City Administrator Danielle Young, City Attorney Austin Parker
Executive session for 10 minutes at 9:43 pm.

Motion made by Councilmember Gile, Seconded by Councilmember Albers.

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

Mayor Mize stated the Council was back in regular session at 9:55 pm with no binding action taken.

Mayor Mize submitted an appointment of Kady Kratzberg for police office subject to passing qualifications.

Motion to approve the appointment made by Councilmember Albers. Seconded by Councilmember Williams.
Voting Yea: Councilmember Gile, Councilmember Kampling, Councilmember Williams, Councilmember Albers,
Councilmember Graf

ADJOURN

Motion to adjourn at 9:56 pm.

Motion made by Councilmember Gile, Seconded by Councilmember Kampling.

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



A handwritten signature in blue ink that reads "Philip Mize".

Philip Mize, Mayor

Attest:

A handwritten signature in black ink that reads "Danielle Young".

Danielle Young, City Clerk

Edit List of Invoices - Detail w/GL

Item B)

Date: 11/30/21

Time: 9:25 am

Page: 1

City of Cheney

Ref. No.	Vendor Name	Post Date	PO Number	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date		1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.			
	ARAMARK	11/23/2021		CSB	MONTHLY STATEMENT	
	26792 NETWORK PLACE	11/23/2021		N		207.74
45288	CHICAGO	11/23/2021		N	N	0.00
4824	IL 60673-1792	11/23/2021	0.00	N	0	0.00
	<Emailing Stub Disabled>	11/23/2021				207.74

GL Number	Account Name	Pay Amount	Relieve Amount
010-012.000-730.000	PROFESSIONAL SERVICES	87.11	0.00
060-000.000-715.000	UNIFORMS AND CLOTHING	30.15	0.00
050-000.000-715.000	UNIFORMS AND CLOTHING	30.15	0.00
030-000.000-715.000	UNIFORMS AND CLOTHING	30.15	0.00
010-006.000-715.000	UNIFORMS AND CLOTHING	30.18	0.00
Distribution Total		207.74	0.00

Vendor Total: 207.74

	ART'S & MARY'S TATER CHIPS	11/29/2021		CSB	GOLF COURSE FOOD PRODUCTS	
	PO BOX 730	11/29/2021		N		24.75
45311	CHENEY	11/29/2021		N	N	0.00
2284	KS 67025	11/29/2021	0.00	N	0	0.00
	<Emailing Stub Disabled>	11/29/2021				24.75

GL Number	Account Name	Pay Amount	Relieve Amount
010-012.000-736.200	FOOD & BEVERAGE COST	24.75	0.00
Distribution Total		24.75	0.00

Vendor Total: 24.75

	AT&T #3	11/23/2021		CSB	MONTHLY STATEMENT	
	AT&T	11/23/2021		N		866.17
45282	CAROL STREAM	11/23/2021		N	N	0.00
1631	IL 60197-5011	11/23/2021	0.00	N	0	0.00
	<Emailing Stub Disabled>	11/23/2021				866.17

GL Number	Account Name	Pay Amount	Relieve Amount
010-003.000-735.100	TELEPHONE	216.54	0.00
060-000.000-735.100	TELEPHONE	216.54	0.00
050-000.000-735.100	TELEPHONE	216.54	0.00
030-000.000-735.100	TELEPHONE	216.55	0.00
Distribution Total		866.17	0.00

Vendor Total: 866.17

	BAKER & TAYLOR BOOKS	11/23/2021		CSB	LIBRARY BOOKS	
	PO BOX 277930	11/23/2021		N		280.60
45270	ATLANTA	11/23/2021		N	N	0.00
2500	GA 30384-7930	11/23/2021	0.00	N	0	0.00
	<Emailing Stub Disabled>	11/23/2021				280.60

GL Number	Account Name	Pay Amount	Relieve Amount
096-000.000-723.000	BOOKS	280.60	0.00
Distribution Total		280.60	0.00

	BAKER & TAYLOR BOOKS	11/30/2021		CSB	LIBRARY BOOKS	
	PO BOX 277930	11/30/2021		N		208.56
45318	ATLANTA	11/30/2021		N	N	0.00
2500	GA 30384-7930	11/30/2021	0.00	N	0	0.00
	<Emailing Stub Disabled>	11/30/2021				208.56

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Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date		1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.			

GL Number	Account Name	Pay Amount	Relieve Amount
096-000.000-723.000	BOOKS	208.56	0.00
Distribution Total		208.56	0.00

Vendor Total: 489.16

	BIBLIONIX	11/30/2021		CSB	LIBRARY SERVICES	
	401 CONGRESS AVE	11/30/2021		N		1,400.00
45319	AUSTIN	11/30/2021		N	N	0.00
7035	TX 78701	11/30/2021	0.00	N	0	0.00
	<Emailing Stub Disabled>	11/30/2021				1,400.00

GL Number	Account Name	Pay Amount	Relieve Amount
096-000.000-737.000	OTHER CONTRACTUAL SERVICES	1,400.00	0.00
Distribution Total		1,400.00	0.00

Vendor Total: 1,400.00

	BLUE CROSS BLUE SHIELD OF K	11/23/2021		CSB	DECEMBER STATEMENT	
	P. O. BOX 1402	11/23/2021		N		21,170.59
45291	TOPEKA	11/23/2021		N	N	0.00
3233	KS 66601-1402	11/23/2021	0.00	N	0	0.00
	<Emailing Stub Disabled>	11/23/2021				21,170.59

GL Number	Account Name	Pay Amount	Relieve Amount
010-001.000-714.000	HOSPITALIZATION INSURANCE	1,212.78	0.00
010-002.000-714.000	HOSPITALIZATION INSURANCE	5,840.87	0.00
010-002.100-714.000	HOSPITALIZATION INSURANCE	151.01	0.00
010-012.000-714.000	HOSPITALIZATION INSURANCE	2,462.20	0.00
010-004.000-714.000	HOSPITALIZATION INSURANCE	192.74	0.00
140-000.000-491.000	Income from Others	1,215.84	0.00
111-000.000-224.000	DENTAL	814.07	0.00
111-000.000-228.000	miscellaneous 4	1,917.81	0.00
060-000.000-714.000	HOSPITALIZATION INSURANCE	2,422.68	0.00
050-000.000-714.000	HOSPITALIZATION INSURANCE	1,729.32	0.00
030-000.000-714.000	HOSPITALIZATION INSURANCE	2,250.81	0.00
010-006.000-714.000	HOSPITALIZATION INSURANCE	960.46	0.00
Distribution Total		21,170.59	0.00

Vendor Total: 21,170.59

	BROADSTROKE INC	11/23/2021		CSB	MONTHLY STATEMENT	
	820 W 2ND STREET NORTH	11/23/2021		N		734.01
45286	WICHITA	11/23/2021		N	N	0.00
4767	KS 67203	11/23/2021	0.00	N	0	0.00
	<Emailing Stub Disabled>	11/23/2021				734.01

GL Number	Account Name	Pay Amount	Relieve Amount
010-025.000-737.000	OTHER CONTRACTUAL SERVICES	45.90	0.00
010-025.000-737.100	POSTAGE	96.34	0.00
060-000.000-737.000	OTHER CONTRACTUAL SERVICES	45.90	0.00
060-000.000-737.100	POSTAGE	96.34	0.00
050-000.000-737.000	OTHER CONTRACTUAL SERVICES	45.90	0.00
050-000.000-737.100	POSTAGE	96.34	0.00
030-000.000-737.000	OTHER CONTRACTUAL SERVICES	45.90	0.00
030-000.000-737.100	POSTAGE	96.36	0.00
060-000.000-726.000	OTHER COMMODITIES	165.03	0.00
Distribution Total		734.01	0.00

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Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
	BROADSTROKE INC	11/23/2021	CSB	GOLF CART DECALS	
	820 W 2ND STREET NORTH	11/23/2021	N		53.18
45295	WICHITA	11/23/2021	N	N	0.00
4767	KS 67203	11/23/2021	0.00	N	0
	<Emailing Stub Disabled>	11/23/2021			<u>0.00</u>
					53.18

GL Number	Account Name	Pay Amount	Relieve Amount
010-001.000-726.000	OTHER COMMODITIES	53.18	0.00
Distribution Total		53.18	0.00

Vendor Total: 787.19

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
	MARY BRONSTON	11/29/2021	CSB	REIMBURSEMENT	
	P.O. BOX 328	11/29/2021	N		63.45
45314	CHENEY	11/29/2021	N	N	0.00
2353	KS 67025	11/29/2021	0.00	N	0
	<Emailing Stub Disabled>	11/29/2021			<u>0.00</u>
					63.45

GL Number	Account Name	Pay Amount	Relieve Amount
010-091.000-726.000	OTHER COMMODITIES	63.45	0.00
Distribution Total		63.45	0.00

Vendor Total: 63.45

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
	CHENEY CHAMBER OF COMMERCE	11/23/2021	CSB	CHENEY BUCKS	
	PO BOX 716	11/23/2021	N		1,090.00
45281	CHENEY	11/23/2021	N	N	0.00
1070	KS 67025-9996	11/23/2021	0.00	N	0
	<Emailing Stub Disabled>	11/23/2021			<u>0.00</u>
					1,090.00

GL Number	Account Name	Pay Amount	Relieve Amount
010-002.000-726.000	OTHER COMMODITIES	215.00	0.00
010-002.100-726.000	OTHER COMMODITIES	30.00	0.00
010-003.000-726.000	OTHER COMMODITIES	255.00	0.00
010-012.000-726.000	OTHER COMMODITIES	210.00	0.00
060-000.000-726.000	OTHER COMMODITIES	126.66	0.00
030-000.000-726.000	OTHER COMMODITIES	126.66	0.00
010-006.000-726.000	OTHER COMMODITIES	126.68	0.00
Distribution Total		1,090.00	0.00

Vendor Total: 1,090.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
	CHENEY ELECTRIC SERV., INC.	11/23/2021	CSB	EQUIPMENT FOR WATER WELL	
	PO BOX R	11/23/2021	N		430.16
45283	CHENEY	11/23/2021	N	N	0.00
1596	KS 67025	11/23/2021	0.00	N	0
	<Emailing Stub Disabled>	11/23/2021			<u>0.00</u>
					430.16

GL Number	Account Name	Pay Amount	Relieve Amount
050-000.000-760.000	MACHINERY AND EQUIPMENT	430.16	0.00
Distribution Total		430.16	0.00

Vendor Total: 430.16

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
	CHENEY LIBRARY	11/23/2021	CSB	LIBRRY PETTY CASH	
	PO BOX 700	11/23/2021	N		75.30
45272	CHENEY	11/23/2021	N	N	0.00
1013	KS 67025	11/23/2021	0.00	N	0
	<Emailing Stub Disabled>	11/23/2021			<u>0.00</u>
					75.30

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Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Invoice No.	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date				

GL Number	Account Name	Pay Amount	Relieve Amount
096-000.000-737.000	OTHER CONTRACTUAL SERVICES	12.00	0.00
096-000.000-737.100	POSTAGE	33.30	0.00
096-000.000-726.000	OTHER COMMODITIES	30.00	0.00
Distribution Total		75.30	0.00

Vendor Total: 75.30

45300	CHENEY SENIOR CLUB	11/23/2021		CSB	CLEANING OF SR CENTER	
	C/O DONNA SYMES	11/23/2021		N		328.00
4568	CHENEY	11/23/2021		N	N	0.00
	KS 67025	11/23/2021	0.00	N	0	0.00
	<Emailing Stub Disabled>	11/23/2021				328.00

GL Number	Account Name	Pay Amount	Relieve Amount
010-008.000-736.000	BUILDING/GROUNDS MAINTENANCE	328.00	0.00
Distribution Total		328.00	0.00

Vendor Total: 328.00

45275	CHERRY OAKS GOLF COURSE	11/23/2021		CSB	BEER PRODUCTS FOR GOLF COURS	
	1119 N MAIN STREET	11/23/2021		N		97.89
2460	CHENEY	11/23/2021		N	N	0.00
	KS 67025	11/23/2021	0.00	N	0	0.00
	<Emailing Stub Disabled>	11/23/2021				97.89

GL Number	Account Name	Pay Amount	Relieve Amount
010-012.000-736.400	BEER PURCHASES	97.89	0.00
Distribution Total		97.89	0.00

45294	CHERRY OAKS GOLF COURSE	11/23/2021		CSB	GOLF COURSE BEER PRODUCTS	
	1119 N MAIN STREET	11/23/2021		N		162.05
2460	CHENEY	11/23/2021		N	N	0.00
	KS 67025	11/23/2021	0.00	N	0	0.00
	<Emailing Stub Disabled>	11/23/2021				162.05

GL Number	Account Name	Pay Amount	Relieve Amount
010-012.000-736.400	BEER PURCHASES	162.05	0.00
Distribution Total		162.05	0.00

45306	CHERRY OAKS GOLF COURSE	11/29/2021		CSB	GOLF COURSE BEER PRODUCTS	
	1119 N MAIN STREET	11/29/2021		N		290.00
2460	CHENEY	11/29/2021		N	N	0.00
	KS 67025	11/29/2021	0.00	N	0	0.00
	<Emailing Stub Disabled>	11/29/2021				290.00

GL Number	Account Name	Pay Amount	Relieve Amount
010-012.000-736.400	BEER PURCHASES	290.00	0.00
Distribution Total		290.00	0.00

Vendor Total: 549.94

45265	D.C. & B. SUPPLY, INC.	11/23/2021		CSB	GAS/WATER PARTS	
	420 W 10TH STREET	11/23/2021		N		2,576.43
2035	PRATT	11/23/2021		N	N	0.00
	KS 67127	11/23/2021	0.00	N	0	0.00
	<Emailing Stub Disabled>	11/23/2021				2,576.43

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Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Invoice No.	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date				

GL Number	Account Name	Pay Amount	Relieve Amount
060-000.000-760.000	MACHINERY AND EQUIPMENT	1,806.43	0.00
050-000.000-760.000	MACHINERY AND EQUIPMENT	770.00	0.00
Distribution Total		2,576.43	0.00

45292	D.C. & B. SUPPLY, INC.	11/23/2021		CSB	GAS PARTS	
	420 W 10TH STREET	11/23/2021		N		140.41
2035	PRATT	11/23/2021		N	N	0.00
	KS 67127	11/23/2021	0.00	N	0	0.00
	<Emailing Stub Disabled>	11/23/2021				140.41

GL Number	Account Name	Pay Amount	Relieve Amount
060-000.000-740.000	LINE MAINTENANCE & REPAIR	140.41	0.00
Distribution Total		140.41	0.00

Vendor Total: 2,716.84

45315	MAURICIO DE LA SERNA	11/29/2021		CSB	REHAB GRANT	
	3030 S 37TH STREET WEST	11/29/2021		N		500.00
4968	CHENEY	11/29/2021		N	N	0.00
	KS 67025	11/29/2021	0.00	N	0	0.00
	<Emailing Stub Disabled>	11/29/2021				500.00

GL Number	Account Name	Pay Amount	Relieve Amount
010-091.000-726.000	OTHER COMMODITIES	500.00	0.00
Distribution Total		500.00	0.00

Vendor Total: 500.00

45284	DPC ENTERPRISES, L. P.	11/23/2021		CSB	RENTAL FOR WATER WELLS	
	PO BOX 301123	11/23/2021		N		30.00
2194	DALLAS	11/23/2021		N	N	0.00
	TX 75303-1123	11/23/2021	0.00	N	0	0.00
	<Emailing Stub Disabled>	11/23/2021				30.00

GL Number	Account Name	Pay Amount	Relieve Amount
050-000.000-737.000	OTHER CONTRACTUAL SERVICES	30.00	0.00
Distribution Total		30.00	0.00

Vendor Total: 30.00

45287	EMC INSURANCE COMPANIES	11/23/2021		CSB	MONTHLY STATEMENT	
	PO BOX 219225	11/23/2021		N		9,980.01
1422	KANSAS CITY	11/23/2021		N	N	0.00
	MO 64121-9225	11/23/2021	0.00	N	0	0.00
	<Emailing Stub Disabled>	11/23/2021				9,980.01

GL Number	Account Name	Pay Amount	Relieve Amount
010-001.000-734.000	INSURANCE & BONDS	1,597.34	0.00
010-012.000-734.000	INSURANCE & BONDS	1,501.36	0.00
010-002.000-734.000	INSURANCE & BONDS	1,020.69	0.00
010-008.000-734.000	INSURANCE & BONDS	137.00	0.00
010-003.000-734.000	INSURANCE & BONDS	1,258.38	0.00
060-000.000-734.000	INSURANCE & BONDS	856.30	0.00
050-000.000-734.000	INSURANCE & BONDS	1,447.08	0.00
030-000.000-734.000	INSURANCE & BONDS	856.91	0.00
096-000.000-734.000	INSURANCE & BONDS	485.25	0.00
010-004.000-734.000	INSURANCE & BONDS	320.96	0.00
010-006.000-734.000	INSURANCE & BONDS	488.70	0.00

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Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Invoice No.	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date				

136-000.000-730.000	PROFESSIONAL SERVICES				10.04	0.00
Distribution Total						9,980.01

Vendor Total: 9,980.01

45302	EVERGY	11/23/2021		CSB	MONTHLY STATEMENT	
	PO BOX 419353	11/23/2021		N		3,672.79
4827	KANSAS CITY	11/23/2021		N	N	0.00
	MO 64141-6353	11/23/2021	0.00	N	0	0.00
	<Emailing Stub Disabled>	11/23/2021				3,672.79

GL Number	Account Name	Pay Amount	Relieve Amount
010-001.000-735.200	ELECTRIC SERVICE	262.11	0.00
010-002.000-735.200	ELECTRIC SERVICE	41.80	0.00
010-003.000-735.200	ELECTRIC SERVICE	219.69	0.00
010-004.000-735.200	ELECTRIC SERVICE	172.23	0.00
010-008.000-735.200	ELECTRIC SERVICE	54.09	0.00
010-012.000-735.200	ELECTRIC SERVICE	1,552.08	0.00
030-000.000-735.200	ELECTRIC SERVICE	545.17	0.00
050-000.000-735.200	ELECTRIC SERVICE	324.05	0.00
060-000.000-735.200	ELECTRIC SERVICE	286.78	0.00
096-000.000-735.200	ELECTRIC SERVICE	214.79	0.00
Distribution Total		3,672.79	0.00

Vendor Total: 3,672.79

45312	FARM SUPPLY LLC	11/29/2021		CSB	MONTHLY STATEMENT	
	PO BOX R	11/29/2021		N		766.45
4918	CHENEY	11/29/2021		N	N	0.00
	KS 67025	11/29/2021	0.00	N	0	0.00
	<Emailing Stub Disabled>	11/29/2021				766.45

GL Number	Account Name	Pay Amount	Relieve Amount
010-003.000-739.000	EQUIPMENT PARTS & REPAIR	59.83	0.00
010-012.000-719.000	GAS & OIL	324.00	0.00
010-012.000-726.000	OTHER COMMODITIES	4.59	0.00
060-000.000-739.000	EQUIPMENT PARTS & REPAIR	32.83	0.00
050-000.000-739.000	EQUIPMENT PARTS & REPAIR	93.87	0.00
030-000.000-739.000	EQUIPMENT PARTS & REPAIR	218.37	0.00
010-006.000-739.000	EQUIPMENT PARTS & REPAIR	32.96	0.00
Distribution Total		766.45	0.00

Vendor Total: 766.45

45310	KEVIN FOWLER	11/29/2021		CSB	TRAVEL EXPENSES FOR KEVIN	
	411 E TEAL LANE	11/29/2021		N		25.76
2459	CHENEY	11/29/2021		N	N	0.00
	KS 67025	11/29/2021	0.00	N	0	0.00
	<Emailing Stub Disabled>	11/29/2021				25.76

GL Number	Account Name	Pay Amount	Relieve Amount
010-012.000-733.000	TRAVEL EXPENSE	25.76	0.00
Distribution Total		25.76	0.00

Vendor Total: 25.76

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Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	1099?	Hand Check Number/Date
	Email Address	Inv. Date	Invoice No.		Net Amount
	ANGIE GASSMANN	11/23/2021	CSB	EXPENSES FOR ANGIE	
	4424 S 29TH STREET WEST	11/23/2021	N		270.69
45296	CHENEY	11/23/2021	N	N	0.00
4743	KS 67025	11/23/2021	0.00	N	0
	<Emailing Stub Disabled>	11/23/2021			<u>0.00</u>
					270.69

GL Number	Account Name	Pay Amount	Relieve Amount
010-001.000-733.000	TRAVEL EXPENSE	270.69	0.00
Distribution Total		270.69	0.00

Vendor Total: 270.69

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
	W.W. GRAINGER, INC.	11/23/2021	CSB	CITY HALL BULBS	
	PO BOX 419267	11/23/2021	N		10.40
45285	KANSAS CITY	11/23/2021	N	N	0.00
1246	MO 64141-6267	11/23/2021	0.00	N	0
	<Emailing Stub Disabled>	11/23/2021			<u>0.00</u>
					10.40

GL Number	Account Name	Pay Amount	Relieve Amount
010-001.000-736.000	BUILDING/GROUNDS MAINTENANCE	10.40	0.00
Distribution Total		10.40	0.00

Vendor Total: 10.40

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
	HANK IS WISER	11/30/2021	CSB	2021 CHRISTMAS PARTY	
	1353 N SHEFFORD STREET	11/30/2021	N		902.00
45317	WICHITA	11/30/2021	N	N	0.00
4969	KS 67212-5665	11/30/2021	0.00	N	0
	<Emailing Stub Disabled>	11/30/2021			<u>0.00</u>
					902.00

GL Number	Account Name	Pay Amount	Relieve Amount
050-000.000-726.000	OTHER COMMODITIES	451.00	0.00
030-000.000-726.000	OTHER COMMODITIES	451.00	0.00
Distribution Total		902.00	0.00

Vendor Total: 902.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
	INTRUST CARD CENTER	11/29/2021	CSB	MONTHLY STATEMENT	
	PO BOX 790408	11/29/2021	N		161.14
45313	ST LOUIS	11/29/2021	N	N	0.00
1462	MO 63179	11/29/2021	0.00	N	0
	<Emailing Stub Disabled>	11/29/2021			<u>0.00</u>
					161.14

GL Number	Account Name	Pay Amount	Relieve Amount
010-001.000-732.000	DUES AND TRAINING	161.14	0.00
Distribution Total		161.14	0.00

Vendor Total: 161.14

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
	KANSAS PAYMENT CENTER	11/23/2021	CSB		
	PO BOX 758599	11/23/2021	N		697.38
45298	TOPEKA	11/23/2021	N	N	0.00
2220	KS 66675-8599	11/23/2021	0.00	N	0
	<Emailing Stub Disabled>	11/23/2021			<u>0.00</u>
					697.38

GL Number	Account Name	Pay Amount	Relieve Amount
111-000.000-222.000	CHILD SUPPORT	697.38	0.00
Distribution Total		697.38	0.00

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Ref. No.	Vendor Name	Post Date	PO Number	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Invoice No.	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date				

Vendor Total: 697.38

45307	KANSAS STATE TREASURER	11/29/2021		CSB	GAS LOAN PAYMENT	
	LYNN W ROGERS	11/29/2021		N		74,533.29
1261	TOPEKA	11/29/2021		N	N	0.00
	KS 66612-1235	11/29/2021	0.00	N	0	0.00
	<Emailing Stub Disabled>	11/29/2021				74,533.29

GL Number	Account Name	Pay Amount	Relieve Amount
060-000.000-790.000	PRINCIPAL	72,785.06	0.00
060-000.000-791.000	INTEREST	1,748.23	0.00
Distribution Total		74,533.29	0.00

Vendor Total: 74,533.29

45299	KCL GROUP BENEFITS	11/23/2021		CSB	DECEMBER PAYMENT	
	PO BOX 219846	11/23/2021		N		73.95
4123	KANSAS CITY	11/23/2021		N	N	0.00
	MO 64121-9846	11/23/2021	0.00	N	0	0.00
	<Emailing Stub Disabled>	11/23/2021				73.95

GL Number	Account Name	Pay Amount	Relieve Amount
010-001.000-714.100	LIFE INSURANCE	15.29	0.00
010-002.000-714.100	LIFE INSURANCE	25.14	0.00
010-012.000-714.100	LIFE INSURANCE	12.57	0.00
060-000.000-714.100	LIFE INSURANCE	6.98	0.00
050-000.000-714.100	LIFE INSURANCE	6.98	0.00
030-000.000-714.100	LIFE INSURANCE	6.99	0.00
Distribution Total		73.95	0.00

Vendor Total: 73.95

45269	LOIS LYNN	11/23/2021		CSB	COURT ATTORNEY	
	ATTORNEY AT LAW	11/23/2021		N		400.00
4835	WICHITA	11/23/2021		N	N	0.00
	KS 67202	11/23/2021	0.00	N	0	0.00
	<Emailing Stub Disabled>	11/23/2021				400.00

GL Number	Account Name	Pay Amount	Relieve Amount
010-002.100-737.000	OTHER CONTRACTUAL SERVICES	400.00	0.00
Distribution Total		400.00	0.00

Vendor Total: 400.00

45304	MERIDIAN ANALYTICAL LABS	11/23/2021		CSB	Well Water Testing	
	2626 S ROCK ROAD	11/23/2021		N		300.00
4588	WICHITA	11/23/2021		N	N	0.00
	KS 67210	11/23/2021	0.00	N	0	0.00
	<Emailing Stub Disabled>	11/23/2021				300.00

GL Number	Account Name	Pay Amount	Relieve Amount
050-000.000-737.000	OTHER CONTRACTUAL SERVICES	300.00	0.00
Distribution Total		300.00	0.00

Vendor Total: 300.00

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Ref. No.	Vendor Name	Post Date	PO Number	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	State/Province Zip/Postal	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	
	Email Address	Due Date		1099?	Hand Check Number/Date	Discount
		Inv. Date	Invoice No.			Net Amount
45277	MID-AMERICAN RESEARCH CHEMICA	11/23/2021		CSB	SHOP CLEANERS	129.64
	P. O. BOX 927	11/23/2021		N		0.00
2663	COLUMBUS	11/23/2021	0.00	N	N	0.00
	NE 68602-0927	11/23/2021		N	0	0.00
	<Emailing Stub Disabled>	11/23/2021				129.64

GL Number	Account Name	Pay Amount	Relieve Amount
060-000.000-726.000	OTHER COMMODITIES	32.41	0.00
050-000.000-726.000	OTHER COMMODITIES	32.41	0.00
030-000.000-726.000	OTHER COMMODITIES	32.41	0.00
010-006.000-726.000	OTHER COMMODITIES	32.41	0.00
Distribution Total		129.64	0.00

Vendor Total: 129.64

45293	PEPSI-COLA	11/23/2021		CSB	GOLF COURSE BEVERAGES	208.80
	75 REMITTANCE DR STE 1884	11/23/2021		N		0.00
4788	CHICAGO	11/23/2021	0.00	N	N	0.00
	IL 60675-1884	11/23/2021		N	0	0.00
	<Emailing Stub Disabled>	11/23/2021				208.80

GL Number	Account Name	Pay Amount	Relieve Amount
010-012.000-736.200	FOOD & BEVERAGE COST	208.80	0.00
Distribution Total		208.80	0.00

Vendor Total: 208.80

45301	PETTY CASH	11/23/2021		CSB	PETTY CASH	14.12
		11/23/2021		N		0.00
1026	CHENEY	11/23/2021	0.00	N	N	0.00
	KS 670257201	11/23/2021		N	0	0.00
	<Emailing Stub Disabled>	11/23/2021				14.12

GL Number	Account Name	Pay Amount	Relieve Amount
010-002.000-737.100	POSTAGE	3.92	0.00
050-000.000-737.100	POSTAGE	10.20	0.00
Distribution Total		14.12	0.00

Vendor Total: 14.12

45268	QUILL CORPORATION	11/23/2021		CSB	CITY OFFICE SUPPLIES	108.99
	PO BOX 37600	11/23/2021		N		0.00
1085	PHILADELPHIA	11/23/2021	0.00	N	N	0.00
	PA 19101-0600	11/23/2021		N	0	0.00
	<Emailing Stub Disabled>	11/23/2021				108.99

GL Number	Account Name	Pay Amount	Relieve Amount
010-001.000-718.000	OFFICE SUPPLIES	108.99	0.00
Distribution Total		108.99	0.00

45290	QUILL CORPORATION	11/23/2021		CSB	OFFICE SUPPLIES	371.59
	PO BOX 37600	11/23/2021		N		0.00
1085	PHILADELPHIA	11/23/2021	0.00	N	N	0.00
	PA 19101-0600	11/23/2021		N	0	0.00
	<Emailing Stub Disabled>	11/23/2021				371.59

GL Number	Account Name	Pay Amount	Relieve Amount
010-001.000-726.000	OTHER COMMODITIES	107.39	
010-002.000-718.000	OFFICE SUPPLIES	210.23	

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Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Invoice No.	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date				

010-012.000-718.000	OFFICE SUPPLIES	17.99	0.00
060-000.000-718.000	OFFICE SUPPLIES	17.99	0.00
050-000.000-718.000	OFFICE SUPPLIES	17.99	0.00
Distribution Total		371.59	0.00

Vendor Total: 480.58

45305	S & Y ENTERPRISES	11/29/2021		CSB	GOLF COURSE FOOD PRODUCTS		
	7207 N MADISON	11/29/2021		N			212.00
4676	HUTCHINSON	11/29/2021		N	N		0.00
	KS 67502	11/29/2021	0.00	N	0		0.00
	<Emailing Stub Disabled>	11/29/2021					212.00

GL Number	Account Name	Pay Amount	Relieve Amount
010-012.000-736.200	FOOD & BEVERAGE COST	212.00	0.00
Distribution Total		212.00	0.00

Vendor Total: 212.00

45276	SAFETY-KLEEN	11/23/2021		CSB	GOLF COURSE SERVICES		
	PO BOX 650509	11/23/2021		N			221.00
2579	DALLAS	11/23/2021		N	N		0.00
	TX 75265-0509	11/23/2021	0.00	N	0		0.00
	<Emailing Stub Disabled>	11/23/2021					221.00

GL Number	Account Name	Pay Amount	Relieve Amount
010-012.000-739.000	EQUIPMENT PARTS & REPAIR	221.00	0.00
Distribution Total		221.00	0.00

Vendor Total: 221.00

45273	SALINA SUPPLY COMPANY	11/23/2021		CSB	SMALL TOOLS FOR SHOP		
	PO BOX 5100	11/23/2021		N			203.12
3048	SALINA	11/23/2021		N	N		0.00
	KS 67402-5100	11/23/2021	0.00	N	0		0.00
	<Emailing Stub Disabled>	11/23/2021					203.12

GL Number	Account Name	Pay Amount	Relieve Amount
060-000.000-722.000	SMALL TOOLS & MINOR EQUIP.	50.78	0.00
050-000.000-722.000	SMALL TOOLS & MINOR EQUIP.	50.78	0.00
030-000.000-722.000	SMALL TOOLS & MINOR EQUIP.	50.78	0.00
010-006.000-722.000	SMALL TOOLS & MINOR EQUIP.	50.78	0.00
Distribution Total		203.12	0.00

Vendor Total: 203.12

45309	SAM'S CLUB MASTERCARD	11/29/2021		CSB	MONTHLY STATEMENT		
	PO BOX 960016	11/29/2021		N			1,712.74
4432	ORLANDO	11/29/2021		N	N		0.00
	FL 32896-0016	11/29/2021	0.00	N	0		0.00
	<Emailing Stub Disabled>	11/29/2021					1,712.74

GL Number	Account Name	Pay Amount	Relieve Amount
010-001.000-737.000	OTHER CONTRACTUAL SERVICES	13.98	0.00
117-000.000-760.000	MACHINERY AND EQUIPMENT	50.00	0.00
010-012.000-739.000	EQUIPMENT PARTS & REPAIR	82.75	0.00
010-012.000-736.200	FOOD & BEVERAGE COST	134.27	0.00
010-012.000-732.000	DUES AND TRAINING	50.00	0.00
060-000.000-726.000	OTHER COMMODITIES	4.83	0.00
060-000.000-733.000	TRAVEL EXPENSE	576.91	0.00

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Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	
	State/Province Zip/Postal	Due Date		1099?	Hand Check Number/Date	Discount
	Email Address	Inv. Date	Invoice No.			Net Amount

	060-000.000-739.000	EQUIPMENT PARTS & REPAIR				196.37	0.00
	050-000.000-726.000	OTHER COMMODITIES				4.83	0.00
	050-000.000-739.000	EQUIPMENT PARTS & REPAIR				196.37	0.00
	030-000.000-726.000	OTHER COMMODITIES				4.85	0.00
	030-000.000-739.000	EQUIPMENT PARTS & REPAIR				196.37	0.00
	010-006.000-726.000	OTHER COMMODITIES				4.85	0.00
	010-006.000-739.000	EQUIPMENT PARTS & REPAIR				196.36	0.00
	Distribution Total					1,712.74	0.00

Vendor Total: 1,712.74

	SCOTTS ELECTRIC	11/23/2021		CSB	SERVICE WATER WELL GENERATOR		
	8921 S 391 WEST	11/23/2021		N			380.00
45266	NORWICH	11/23/2021		N	N		0.00
2903	KS 67118	11/23/2021	0.00	N	0		0.00
	<Emailing Stub Disabled>	11/23/2021					380.00

GL Number	Account Name	Pay Amount	Relieve Amount
050-000.000-737.000	OTHER CONTRACTUAL SERVICES	380.00	0.00
Distribution Total		380.00	0.00

Vendor Total: 380.00

	SO CENTRAL KS COURT SERVICES	11/23/2021		CSB	TRAVEL EXPENSES FOR CHRIS		
	CHRISTOPHER DAVIS, PCO	11/23/2021		N			44.80
45280	WICHITA	11/23/2021		N	N		0.00
4303	KS 67201-0716	11/23/2021	0.00	Y	0		0.00
	<Emailing Stub Disabled>	11/23/2021					44.80

GL Number	Account Name	Pay Amount	Relieve Amount
010-002.100-733.000	TRAVEL EXPENSE	44.80	0.00
Distribution Total		44.80	0.00

Vendor Total: 44.80

	THE TAP OF KANSAS	11/23/2021		CSB	BALL FIELD MATERIALS		
	620 S. WASHINGTON ST.	11/23/2021		N			1,295.81
45274	WICHITA	11/23/2021		N	N		0.00
1753	KS 67211	11/23/2021	0.00	N	0		0.00
	<Emailing Stub Disabled>	11/23/2021					1,295.81

GL Number	Account Name	Pay Amount	Relieve Amount
170-000.000-763.000	CONSTRUCTION	1,295.81	0.00
Distribution Total		1,295.81	0.00

Vendor Total: 1,295.81

	TWIETMEYER'S ELECTRICAL	11/23/2021		CSB	EQUIPMENT FOR GENERATOR		
	14821 S.E. 10TH STREET	11/23/2021		N			5,680.00
45278	CHENEY	11/23/2021		N	N		0.00
1686	KS 67025	11/23/2021	0.00	N	0		0.00
	<Emailing Stub Disabled>	11/23/2021					5,680.00

GL Number	Account Name	Pay Amount	Relieve Amount
050-000.000-760.000	MACHINERY AND EQUIPMENT	5,680.00	0.00
Distribution Total		5,680.00	0.00

Vendor Total: 5,680.00

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Ref. No.	Vendor Name	Post Date	PO Number	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.			
45303	UNIQUE ENTERPRISES	11/23/2021		CSB	CITY/POLICE SERVICES	220.00
	PO BOX 359	11/23/2021		N		0.00
4202	CHENEY	11/23/2021	0.00	N	N	0.00
	KS 67025-0359	11/23/2021		N	0	0.00
	<Emailing Stub Disabled>	11/23/2021				220.00

GL Number	Account Name	Pay Amount	Relieve Amount
010-001.000-737.000	OTHER CONTRACTUAL SERVICES	80.00	0.00
010-002.000-737.000	OTHER CONTRACTUAL SERVICES	140.00	0.00
Distribution Total		220.00	0.00

Vendor Total: 220.00

45289	UTILITY CONSULTANTS INC.	11/23/2021		CSB	PRE EMPLOYMENT TESTING	65.00
	P. O. BOX 2157	11/23/2021		N		0.00
3014	WICHITA	11/23/2021	0.00	N	N	0.00
	KS 67201-2157	11/23/2021		Y	0	0.00
	<Emailing Stub Disabled>	11/23/2021				65.00

GL Number	Account Name	Pay Amount	Relieve Amount
060-000.000-737.000	OTHER CONTRACTUAL SERVICES	65.00	0.00
Distribution Total		65.00	0.00

Vendor Total: 65.00

45308	VERSASPORT OF KANSAS INC	11/29/2021		CSB	BALL FIELDS	37,295.00
	6801 NORTH MERIDIAN AVE	11/29/2021		N		0.00
4751	WICHITA	11/29/2021	0.00	N	N	0.00
	KS 67204	11/29/2021		N	0	0.00
	<Emailing Stub Disabled>	11/29/2021				37,295.00

GL Number	Account Name	Pay Amount	Relieve Amount
010-004.000-761.200	LAND PURCHASE	18,647.50	0.00
170-000.000-763.000	CONSTRUCTION	18,647.50	0.00
Distribution Total		37,295.00	0.00

Vendor Total: 37,295.00

45271	SARA WALTY	11/23/2021		CSB	REIMBURSEMENT	27.94
	38728 W 21ST STREET NORTH	11/23/2021		N		0.00
2570	CHENEY	11/23/2021	0.00	N	N	0.00
	KS 67025	11/23/2021		N	0	0.00
	<Emailing Stub Disabled>	11/23/2021				27.94

GL Number	Account Name	Pay Amount	Relieve Amount
096-000.000-726.000	OTHER COMMODITIES	27.94	0.00
Distribution Total		27.94	0.00

Vendor Total: 27.94

45267	WEIS FIRE & SAFETY EQUIPMENT	11/23/2021		CSB	PUMP TEST CERTIFICATIONS	910.00
	PO BOX 75491	11/23/2021		N		0.00
4967	CHICAGAO	11/23/2021	0.00	N	N	0.00
	IL 60675-5491	11/23/2021		N	0	0.00
	<Emailing Stub Disabled>	11/23/2021				910.00

GL Number	Account Name	Pay Amount	Relieve Amount
010-003.000-737.000	OTHER CONTRACTUAL SERVICES	910.00	

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Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Invoice No.	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date				

Distribution Total	910.00	0.00
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	WEIS FIRE & SAFETY EQUIPMENT	11/30/2021		CSB	FIRE UNIFORMS	
	PO BOX 75491	11/30/2021		N		3,058.75
45316	CHICAGAO	11/30/2021		N	N	0.00
4967	IL 60675-5491	11/30/2021	0.00	N	0	0.00
	<Emailing Stub Disabled>	11/30/2021				<u>3,058.75</u>

GL Number	Account Name	Pay Amount	Relieve Amount
010-003.000-715.000	UNIFORMS AND CLOTHING	3,058.75	0.00
Distribution Total		3,058.75	0.00

Vendor Total: 3,968.75

	WESTERN SUPPLY CO INC	11/23/2021		CSB	BALL FIELD SUPPLIES	
	PO BOX 1686	11/23/2021		N		2,997.50
45279	HUTCHINSON	11/23/2021		N	N	0.00
4966	KS 67504-1686	11/23/2021	0.00	N	0	0.00
	<Emailing Stub Disabled>	11/23/2021				<u>2,997.50</u>

GL Number	Account Name	Pay Amount	Relieve Amount
170-000.000-763.000	CONSTRUCTION	2,997.50	0.00
Distribution Total		2,997.50	0.00

Vendor Total: 2,997.50

	DANIELLE YOUNG	11/23/2021		CSB	TRAVEL EXPENSES FOR DANIELLE	
	39114 W 31ST STREET SOUTH	11/23/2021		N		32.48
45297	CHENEY	11/23/2021		N	N	0.00
4057	KS 67025	11/23/2021	0.00	N	0	0.00
	<Emailing Stub Disabled>	11/23/2021				<u>32.48</u>

GL Number	Account Name	Pay Amount	Relieve Amount
010-001.000-732.000	DUES AND TRAINING	32.48	0.00
Distribution Total		32.48	0.00

Vendor Total: 32.48

Grand Total: 177,712.43

Less Credit Memos: 0.00

Net Total: 177,712.43

Less Hand Check Total: 0.00

Outstanding Invoice Total: 177,712.43

Total Invoices: 55



WASTE CONNECTIONS
OF KANSAS INC.
Connect with the Future®

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

COMMENCING JANUARY 1, 2022

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

THIS 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, KANSAS (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 exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste for all Residential Units and the non-exclusive right, license and privilege to collect, haul and dispose of Municipal Solid Waste for 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. 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 exclusive franchise, license and privilege to collect, haul and dispose of

Municipal Solid Waste and Recyclable Materials generated by Residential Units, over, upon, along, and across the City’s present and future streets, alleys, bridges and public properties. The City also 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 non-exclusive right, license and privilege to collect, haul and dispose of Municipal Solid Waste and Recyclable Materials generated by Small Commercial Units. 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 Small 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 Misplaced 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 provide 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, unless specified herein, 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’s negligence or willful misconduct 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 one (1) 95-gallon trash cart (delivered and picked up by the City of Cheney) 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 that the services provided by Service Provider pursuant to this Agreement requires the use of large, industry-standard commercial waste collection trucks and the parties 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:

<u>Coverage</u>	<u>Limits of Liability</u>
(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 9TH DAY OF DECEMBER, 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

EXHIBIT “A” 7 Year Agreement

Residential Curbside Service **Jan. 2022 Rates**

Residential Rate - 1-95 gallon trash cart serviced one time per week
& 1-95 gallon recycle cart serviced every other week \$15.00 per month.

Residential Cost for 2nd trash or recycle cart. \$6.00 per month.

Commercial Property housing small business curbside Service **Jan. 2022 Rates**

1-95 gallon trash cart serviced one time per week \$15.00 per month.

1-95 gallon recycle cart serviced every other week \$6.00 per month.

Commercial cost for 2nd trash cart. \$6.00 per month.

Extra trash that is left for collection that is outside of the container will be picked up as long as it's limited to five (5) additional bags or two personal receptacles (no larger than 32 gallons) or 5 bundles of limbs/twigs (no larger than 4' long and 12" in diameter) placed next to the trash cart at the curb. If more than five (5) bags or two personal receptacles or bundles driver will leave at the curb.

Cost for Bulky Items – Removal of large/bulky waste items (mattresses, couches, furniture, etc.) from the curbside single-family, duplex, multifamily or condominium residential property and commercial property housing a small business located within the corporate limits of the City of Cheney, Ks., and surrounding vicinity which currently receive a monthly utility bill or trash service from the City of Cheney for Solid Waste

Cost - \$15 each item / \$30 for each mattress or box spring (picked up on regular service day)

We will lock these rates for two (2) years with a new seven (7) year Agreement. After the second year there will be an annual increase not to exceed two percent (2%) on each of the anniversary dates of the Agreement. There will be no additional increases for fuel.

WC will provide service for recyclable materials. The materials that WC will pick up are: newspapers, glossy paper including magazines and catalogs, white and pastel colored office paper, metals (which would include; Aluminum cans, Steel cans, Tin cans, Aerosol cans), plastics (# 1 thru # 7, Jars/ Trays), glass (Glass bottles and Glass jars), cardboard and brown paper sacks, inside the recycle cart provided by If resident continues to contaminate the recycle cart after two (2) warnings WC will be allowed to remove the recycle cart. WC will not pick up motor oil, automotive batteries and clothing placed outside of container.

Notwithstanding anything herein to the contrary, to the extent supplied by Contractor, in the event that a waste container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of the City (excluding normal wear and tear), the City will be charged for the resulting repairs or replacement and such amounts will be paid to Contractor upon demand. The cost would be \$75 for each container/95 gallon cart.



300 SW 8th Avenue, Suite 100, Topeka, KS 66603

Billed To

City of Cheney
131 N Main
PO Box 1
Cheney, KS 67025-0997

2022 Dues

Date	Invoice #
12/1/2021	22-205

Dues Date
1/31/2022

Qty	Description	Rate	Amount
1	2022 City Membership Dues - Assessed Valuation and Per Capita Charge	907.61	907.61
1	2022 City Membership Dues - Base Fee	250.00	250.00
8	2022 Subscription to the Kansas Government Journal	20.00	160.00

Total	\$1,317.61
Payments/Credits	\$0.00
Balance Due	\$1,317.61

E-mail	Phone #	Web Site:
rredd@lkm.org	785-354-9565	www.lkm.org

5 ways your membership pays off.

Get informed. Get involved. Become a Leader.

1 A Key Voice for Local Governments in Kansas

We focus our advocacy efforts on issues that have a real-world impact. As members, you have a voice in helping us establish our policies and drive the positions we take on legislation.

A prime example is SB 88, conceived when cities were facing crushing utility bills surrounding the natural gas crisis during Winter, 2021. The League and Kansas Municipal Utilities came together with House Leadership to draft a bill that passed through both chambers and was signed by the Governor in a single day. Emergency loans were available to cities in less than 24 hours.

We are stronger when we work together toward a unified voice.



2 Legal Expertise

Members may contact the League to seek guidance on legal inquiries or basic questions – our legal staff answers more than 2,000 calls annually! The League also drafts sample ordinances and resolutions for use by member cities on multiple subjects, plus gives guidance on legislation and rulemaking at both state and federal level.

The League frequently fields phone calls with questions like these: How do you fill vacancies on the governing body? Can we use public funds for this? Is this an open record?

Our legal team strives to be a resource to our members and can save you money!



The mission of the League is to strengthen and advocate for the interests of the cities of Kansas to advance the general welfare and promote the quality of life of the people who live within our cities.

3 Professional Development & Networking

The League offers several educational events, such as conferences, webinars, and legislative networking opportunities to help you expand your knowledge of good local government and become a stronger leader for your community. These events frequently explore solutions to the challenges your community might be facing, and always offer invaluable networking with colleagues.



Annual Conference



Leadership Summit /
Governing Body Institute



Webinars &
Municipal Training Institute

4 News You Can Use

Keep in touch with the League with the latest information most relevant to you. League communication efforts include the *Kansas Government Journal* that highlights the innovative work of local officials from across Kansas, plus weekly e-news, listserv access, and website.



Kansas Government Journal



League News



Website



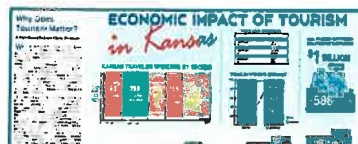
Affiliate Group Listservs

5 Practical Resources & Valuable Publications

The League has an extensive list of publications and other practical resources that are well-researched, frequently updated, and help you save time and money by reducing the need for your own staff to do research.



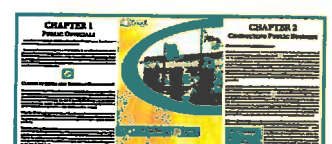
KOMA/KORA



Infographics



STO/UPOC



The City Officials Manual
(formerly City Clerks)

AGREEMENT FOR SENIOR CENTER CLUBS

by and between:

SEDGWICK COUNTY, KANSAS
and
CITY OF CHENEY
Cheney Senior Center

This Agreement made and entered into this ____ day of _____, 2021, by and between Sedgwick County, Kansas (“County”) and City of Cheney (“Contractor”).

WITNESSETH:

WHEREAS, County wishes to make available certain senior club services to older adult residents of Sedgwick County; and

WHEREAS, County desires to engage Contractor to provide said services; and

WHEREAS, County and Contractor desire to state the terms and conditions under which Contractor will provide said services.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

SECTION 1: SCOPE OF SERVICES

1.1 Purpose and Scope of Work. Contractor shall provide senior clubs services to eligible Sedgwick County participants, as those participants are defined herein. The parties agree that time is of the essence in Contractor’s performance of this Agreement.

1.2 Term. This Agreement shall be for one (1) year, commencing January 1, 2022, and ending December 31, 2022. Notwithstanding the foregoing, this Agreement may continue on a month-to-month basis for a reasonable time after December 31, 2022, if: (a) both parties agree to continue operating under the terms and provisions of this Agreement while actively negotiating an agreement for FY 2023 and (b) funds are available for the 2023 program year.

SECTION 2: CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants the following:

- a. Any funds provided for services under this Agreement which are unexpended upon termination of this Agreement will be returned to County.
- b. Its records used in the preparation of all reports are subject to review by County to insure the accuracy and validity of the information reported.
- c. This Agreement will be evaluated by County in terms of obtaining goals and objectives.

- d. It shall provide written notice to the Director of the Sedgwick County Department on Aging if it is unable to provide the required quantity or quality of services.
- e. It shall submit required eligible participant data reports and demographics reports by the 10th day of the month semi-annually (i.e., July and January). These semi-annual reports will include the information as set forth in Appendix A, which is attached hereto and incorporated as if fully set forth herein.
- f. All applicable records will be maintained by Contractor on such forms as the Director of the Sedgwick County Department on Aging shall designate. Contractors who do not submit required reports in accordance with this paragraph will not be sent payments by the County until they are deemed in compliance with the requirements of this Agreement.
- g. To provide a smoke free building. In the event that Contractor does not provide a building, which is smoke free in accordance with this paragraph, no payment will be sent by County until Contractor is deemed compliant with the requirements of this paragraph.
- h. An eligible participant in this program is:
 - i. a resident of Sedgwick County, Kansas; and
 - ii. fifty-five (55) years of age or older.
- i. It shall provide assistance in fulfilling the social, recreational, physical and emotional needs of eligible participants through the development, planning and coordination of activities, as such developing, planning and coordination are set forth in Appendix A.
- j. It shall obtain criminal background checks on all personnel or agents providing services and/or administering funds under this Agreement. For background check resources, Contractor may contact the Sedgwick County Department on Aging.
- k. It shall provide information and assistance to eligible participants regarding services. If Contractor is unable to provide such information and assistance, Contractor shall refer the participant to the Aging and Disability Resource Call Center (855.200.2372).
- l. It's Director, or his or her designee, will attend the four Senior Summit Meetings. Attendance at the Senior Summit Meetings is mandatory, unless otherwise excused by County prior to the Meeting.
- m. It's Director, or his or her designee, will strive to attend the Aging Network monthly meetings. Attendance at the Aging Network meetings is encouraged, but not required.

SECTION 3: COMPENSATION AND BILLING

3.1 Compensation. County and Contractor agree that under no circumstances shall the total compensation paid to Contractor under this Agreement exceed FIVE THOUSAND DOLLARS (\$5,000.00). This shall be the sole compensation rendered to Contractor hereunder. Contractor must expend the funds received in accordance with the approved cost section of the Notification of Mill Levy Award, which is attached hereto and incorporated as if fully set forth herein.

3.2 Invoicing and Billing. Contractor agrees that billings and payments under this Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed in Paragraph 4.1, Contractor shall submit billing for services provided to the County by the 10th day of each month or on a quarterly basis. Payment to Contractor shall be made within 30 days following receipt of Contractor's billing. Billings submitted after the 10th of the month may be rolled over to the next billing cycle. Line item billings must include documentation to be support the invoice request. Payments shall be made to Contractor only for items and services provided to support the contract purpose and if such items are those that are authorized by Paragraph 4.1. The County reserves the right to disallow reimbursement for any item or service billed by Contractor if the County believes that any item or service was not provided to support the contract purpose.

Properly submitted invoices and/or billing statements will be paid within thirty (30) calendar days of receipt by County. All invoices must be submitted on or before December 20, 2022. County will not honor any requests for compensation received after this date.

Contractor may request the total grant award be paid in a single lump sun. In the event of such request, all of provisions of this Section 3.2 will apply.

3.3 Certificate of Tax Clearance. Annually, Contractor shall provide County with a certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes. The statement of tax clearance must be provided before contract renewal/initiation and be dated no more than thirty (30) days prior to beginning date of the contract term.

3.5 Non-Supplanting Existing Funds. Grant funds made available under County mill levy grants and administered under this Agreement will not be used to supplant existing funds and/or funding sources, but will rather be used to increase the amounts of those other funding sources.

3.6 Reprogramming of Funds. In the event the amount of funds County actually receives from the mill levy is less than anticipated, or in the event that no funds are available to County for funding this Agreement, Contractor understands and agrees that County may decrease the total compensation and reimbursement to be paid hereunder, or may suspend or terminate this Agreement without penalty.

SECTION 4: CONTRACTOR'S PERSONNEL

4.1 Qualified Personnel. Contractor has, or shall secure at its own expense, personnel who are fully qualified in accordance with all applicable state and federal laws to provide the services as described herein. Such personnel shall not be Sedgwick County Department on Aging employees or have any other contractual relationship with the Sedgwick County Department on Aging. All of Contractor's personnel engaged, directly or indirectly, in the provision of services shall meet the requirements of this Agreement, all applicable federal laws, and all applicable laws of the State of Kansas.

4.2 Minimum Wage. Contractor shall comply with the minimum wage and maximum hour provisions of the Fair Labor Standards Act (29 U.S.C. § 201 *et seq.*).

4.3 Employee Conflict of Interest. Contractor shall establish written safeguards to prevent its employees from using their position with Contractor for a purpose that is, or gives rise to the perception that it is, motivated by a desire for private gain for themselves or others (particularly those with whom they have family, business, or other ties).

Contractor shall submit written notice to County in the event Contractor becomes aware that:

- a. an employee of the Department on Aging is also be an employee of Contractor at time this Agreement is executed;
- b. an employee of Contractor seeks additional/alternate employment with Department on Aging during the term of this Agreement;
- c. an employee of the Department on Aging seeks additional/alternate employment with Contractor during the term of this Agreement.

The Department on Aging shall have the sole discretion to determine what actions need to be taken to resolve the conflict. The Department on Aging may immediately terminate this Agreement without any further liability to Contractor if Contractor fails to adhere to the Department on Aging's decision.

4.4 Interest of Contractor. Contractor covenants and warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of program services pursuant to this Agreement.

4.5 Interest of Public Officials and Others. No County officer or employee, or any member of its governing body or other public official, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

4.6 Advisory Council Members. *[reserved]*

4.7 Gratuities and Favors. Contractor shall not directly or indirectly offer to any of County's officers, employees, or agents anything having monetary value including, without limitation, gratuities and favors.

4.8 Participant Safeguards. Persons convicted of the following types of crimes during the consecutive ten (10) year period immediately preceding execution of this Agreement or, at any time during the pendency of this Agreement, are restricted as follows:

- a. persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, or crime against another person are prohibited from performing Services, administering this Agreement, or handling any funds conveyed hereunder;
- b. persons convicted of any crimes of moral turpitude, including without limitation, sex offenses and crimes against children are prohibited from performing Services or otherwise interacting in any way with persons served pursuant to this Agreement; and
- c. persons convicted of a serious driving offense, including without limitation, driving under the influence of alcohol or a controlled substance, are prohibited from operating a vehicle in which a person served pursuant to this Agreement is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. §§ 8- 2116 and 8-2118.

- d. The terms "convicted" and "conviction" shall include: (i) convictions from any federal, state, local, military or other court of competent jurisdiction; (ii) nolo contendere ("no contest") pleas; and (iii) being placed into a diversion or deferred judgment program in lieu of prosecution.
- e. Any issues concerning the interpretation of this Section 4.8 or its application to an individual shall be referred to the Director of the Sedgwick County Department on Aging. The Director's decision shall be final for purposes of compliance with this Agreement.

SECTION 5: RECORDS, REPORTS, INSPECTIONS AND AUDITS

5.1 Internal Review and Corrective Action. Internal review and corrective action shall be carried out pursuant to the Department on Aging's Policies and Procedures Manual. An individual who feels that she or he has been treated in an unfair or discriminatory manner by employees, contractors or providers should contact County within sixty (60) days of the occurrence. An incident report will be completed and forwarded to the Director of the Sedgwick County Department on Aging for review. The Director will issue a timely written response to the individual, addressing his or her concern and detailing any actions taken to correct the inappropriate treatment. The decision by the Director is considered to be the final action on the issue. Identities of individuals filing a grievance shall be kept confidential to the extent possible.

5.2 Notice of Action-Including Notice of Appeal Rights. To the extent permitted by law, Contractor shall retain the right to appeal any final order or decision rendered at the administrative agency level which adversely affects the Contractor's interests, pursuant to the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions (K.S.A. 77-601 *et seq.*).

5.3 County Audit. County may request an audit for all funds received by Contractor from County as part of this Agreement. Any such audit shall be performed in accordance with the provisions of this Agreement. The audit shall cover Contractor's Accounting Information and other financial records which apply to this Agreement only. A copy of the audit requested by County shall be provided to Department on Aging within twenty (20) days after receipt thereof. The audit may be requested by County at any time throughout the duration of this Agreement.

5.4 Audits by State or Federal Agencies. Contractor shall assist County in any audit or review of the Program which might be performed by the Kansas Division of Legislative Post Audit or by any other local, state or federal agency by making persons or entities, documents, and copies of documents subject to Contractor's control available for the auditors or their representatives.

5.5 Documentation of Costs. All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation (hereinafter collectively referred to as "Expense Information") evidencing in proper detail the nature and propriety of the costs charged to the County.

5.6 Retention of Records. Unless otherwise specified in this Agreement, Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

5.7 Access to Records. At any time during which records are retained by Contractor pursuant to Section 5.6 herein, Contractor shall make any and all of its records, books, papers, documents and data available to County (or an authorized representative of a State agency with statutory oversight authority) for the purposes of:

- a. assisting in litigation or pending litigation; or
- b. any audits or examinations reasonably deemed necessary by the Department on Aging.

SECTION 6 :SUSPENSION &TERMINATION

6.1 Suspension of Services. County may, in its sole discretion, indefinitely suspend Contractor's performance of Services pursuant to this Agreement by providing a two (2) day notice to Contractor. Contractor shall resume performance of services within three (3) days after receipt of notice from County.

6.2 Termination.

A. Termination for Cause. In the event of any breach of the terms or conditions of this Agreement by Contractor, or in the event of any proceedings by or against Contractor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, County may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Contractor on account thereof, by written notice, terminate immediately all or any part of this Agreement, procure the goods, equipment and/or services provided for herein elsewhere, on such terms and under such conditions as are reasonable in the sole discretion of County, and Contractor shall be liable to pay to County any excess cost or other damages caused by Contractor as a result thereof.

B. Termination for Convenience. County shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days' written notice. Upon receipt of such termination notice, Contractor shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. In such event, County's maximum liability shall be limited to payment for goods or equipment delivered and accepted and/or services rendered.

C. Reduction in Funds. It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon thirty (30) days' written notice.

SECTION 7 :MISCELLANEOUS

7.1 Contractual Relationship. It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the goods and services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, or employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, or employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

7.2 Authority to Contract. Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor’s governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

7.3 Notification. Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Sedgwick County Department on Aging
Attn: Contract Notification
271 West 3rd St. North, Suite 500
Wichita, Kansas 67202

and

Sedgwick County Counselor’s Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, Kansas 67203 3790

Contractor: City of Cheney
Attn: Contract Notification
131 N. Main St.
Cheney, KS 67025

7.4 Hold Harmless. Contractor shall indemnify County, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of Contractor’s negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements.

7.5 Liability Insurance. Contractor agrees to maintain the following minimum limits of insurance coverage throughout the term of this Agreement:

Worker’s Compensation Applicable State Statutory Employer’s Liability	
Employer’s Liability Insurance:	\$100,000.00
Contractor’s Liability Insurance: Form of insurance shall be by a Comprehensive General Liability and Comprehensive Automobile Liability	

Bodily Injury: Each occurrence Aggregate	\$500,000.00 \$500,000.00
Property Damage: Each occurrence Aggregate	\$500,000.00 \$500,000.00
Personal Injury: Each person aggregate General aggregate	\$500,000.00 \$500,000.00
Automobile Liability – Owned, Non-Owned, and Hired: Bodily injury each person Bodily injury each occurrence	\$500,000.00 \$500,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers’ compensation and employer’s liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A- and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

7.6 Entire Agreement. This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

7.7 Assignment. Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

7.8 Amendments. Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

7.9 Subcontracting. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of County. In the event subcontracting is approved by County, Contractor shall remain totally responsible for all actions and work performed by its subcontractors. All approved subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits and amendments, if any.

7.10 Severability Clause. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

7.11 Waiver. Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

7.12 Force Majeure. Contractor shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

7.13 Order of Preference. Any conflict to the provisions of this Agreement and the documents incorporated by reference shall be determined by the following priority order:

- a. Sedgwick County Mandatory Contractual Provisions Attachment
- b. Written modifications and addenda to the executed Agreement
- c. This Agreement document

7.14 Environmental Protection. Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

7.15 Nondiscrimination and Workplace Safety. Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

7.16 Confidentiality. Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

7.17 Required Certifications. If Contractor is organized as a business entity of any sort, it shall furnish evidence of good standing in the form of a certificate signed by the Kansas Secretary of State. If Contractor is not officially organized in Kansas, it shall furnish evidence of authority to transact business in Kansas in the form of a certificate signed by the Kansas Secretary of State. The applicable certificate shall be provided to County on or before execution of this Agreement.

7.18 Certificate of Tax Clearance. Annually, Contractor shall provide County with a certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes. The statement of tax clearance must be provided before contract renewal/initiation and be dated no more than thirty (30) days prior to beginning date of the contract term.

7.19 Open Meetings. By accepting funding from County, Contractor agrees that all administrative meetings at which the management or distribution of such funding is a topic will be open to County officials and/or employees.

7.20 Publicity. Contractor shall not publicize in any manner whatsoever the participation in this Agreement, or the program services provided hereunder, without prior written consent of the County. County's support of program services shall be conspicuously acknowledged in all publicity releases.

7.21 Signs/Decals. Contractor agrees to allow County, upon County's request, to place signs and/or decals on Contractor's premises, the precise location of which shall be agreed upon by both parties. Such signs and/or decals shall state "A portion of the funding for this program is provided by the Board of Sedgwick County Commissioners."

7.22 Publication of Contract Results. If this Agreement results in a book or other material that may be copyrighted, the author is free to copyright the work. However, County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all such copyrighted material and all material which can be copyrighted.

7.23 Documentation of originality or source. All published and/or written reports submitted under this Agreement, or in conjunction with any thirty-party agreements hereunder, will be originally developed material unless specifically provided for otherwise. Material not originally developed that is included in published material and/or written reports shall identify the source in either the body of the publication and/or written report or in a footnote, regardless of whether the material is use verbatim or in an extensive paraphrase format. All published material and written reports shall give notice that funds were provided by a grants from Sedgwick County.

7.24 Drug Free Work Place Act of 1988 (49 CFR Part 32). Contractor is required to provide a drug-free workplace and comply with the Drug Free Work Place Act of 1988 as prescribed in 49 CFR Part 32.

7.25 Incorporation of Documents. Exhibit A (Sedgwick County Mandatory Contractual Provisions Attachment) and Exhibit B (Program Goals and Objectives) are attached hereto and are made a part hereof as if fully set forth herein.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SEDGWICK COUNTY, KANSAS

CITY OF CHENEY

Peter F. Meitzner, Chair
Commissioner, First District

Mayor

APPROVED AS TO FORM ONLY:

Michael L. Fessinger
Assistant County Counselor

ATTESTED TO:

Kelly B. Arnold
County Clerk

EXHIBIT A
SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

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

"The Provisions found in the Sedgwick County Mandatory Contractual Provisions Attachment, which is attached hereto, are hereby incorporated in this Agreement and made a part thereof."

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
4. **Disclaimer of Liability:** County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.

County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance:** County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.
12. **Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase “equal opportunity employer;” (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County cumulatively total \$5,000 or less during the County’s fiscal year.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.
15. **HIPAA Compliance.** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended (“HIPAA”); privacy and security regulations promulgated by the United States Department of Health and Human Services (“DHHS”); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended (“HITECH Act”); the Genetic Information Nondiscrimination Act of 2008 (“GINA”); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as “HIPAA”), to the extent that the Contractor uses, discloses or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.
16. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
17. **Tax Set-Off.** If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the agreement, County will offset said delinquent taxes by the amount of the payment due under the agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.

EXHIBIT B

SCOPE OF SERVICES

A Senior Club is a community focal point where eligible participants come together for services and activities which enhance the dignity, support the independence and encourage the involvement of eligible participants in and with the community. As part of a comprehensive community strategy to meet the needs of eligible participants, Senior Club programs take place within and emanate from a facility.

GOALS

1. Each Senior Club will be required to provide assistance in fulfilling the social, educational, recreational, physical and emotional needs of eligible participants through the development, planning and coordination of activities.
2. Each Senior Club will be required to provide information and assistance to eligible participants regarding services including, but not limited to:
 - a. Adult Day Services
 - b. Case Management
 - c. Chore/Minor Home Repair
 - d. Commodities
 - e. Employment
 - f. Forms Assistance - Entitlement/Social Security
 - g. Housing Assistance/Referrals/Matches
 - h. In-Home Services - Respite/Homemaker/Attendant Care including:
 - i. Program literature
 - ii. Resources from the Center Director
 - i. Legal Assistance
 - j. Nutrition - Congregate/Homebound
 - k. Shopping and Errand Assistance
 - l. Support Groups
 - m. Translation/Interpretation
 - n. Transportation
 - o. Wellness Screenings
3. Each Senior Club will be required to provide coordinated comprehensive and appealing programs in the area of social participation and education as outlined in the *Baseline, Special Events/Projects* and *Education* sections.
4. Each Senior Club shall work to mobilize interest, skills and abilities of Club participants in order for them to assist other elders within the community.
5. Each Senior Club shall serve as a catalyst in bringing Club participants together with services that will meet their various needs.

OBJECTIVES.

Each Senior Club is a meeting and gathering point designed to give eligible participants a place for fellowship, a place to experience a sense of belonging and a place to obtain information to enrich their lives. Eligible participants should be given the opportunity to plan, or assist in the planning, of Club activities. They should also be encouraged by the Club to become involved in community activities.

Each Senior Club will be required to offer at least three (3) baseline activities, four (4) special events/projects, and eight (8) educational opportunities in FY 2022.

1. **BASELINE ACTIVITIES**, which shall be selected from a standardized list. Baseline activities are Club activities that occur on a regular basis (e.g., daily, weekly, monthly, and/or quarterly). Baseline activities are to be provided specified through a description with projected outcomes (i.e., average number of participants). A Senior Club will be required to provide a minimum of three (3) Baseline activities, selected from the following options:
 - a. Crafts
 - b. Exercise
 - c. Games
 - d. Potluck/Meals (not including congregate meals)
 - e. Social/Support Groups

2. **SPECIAL EVENTS/PROJECTS** activities require the planning and/or coordination of the Club director/board. These activities are to be specified through a description with projected outcomes. A Senior Club will be required to provide a minimum of four (4) Special Events/Projects, selected from the following:
 - a. Community Charities
 - b. Fundraising
 - c. Intergenerational Programs
 - d. Dinner Events with Programs
 - e. Musical Events

3. **EDUCATIONAL** activities require the planning and/or coordination of the Club director/board. These activities are to be specified through a description with projected outcomes. A Senior Club will be required to provide a minimum of eight (8) Educational activities, selected from the following:
 - a. Community Education
 - b. Education Services
 - c. Health Presentations/Workshops
 - d. Advocacy Opportunities
 - e. Retirement Planning
 - f. Volunteer Services and Opportunities
 - g. Educational Tours and Cultural Enrichment

A Senior Club should work to recruit volunteers to expand the services and activities in the community.

A Senior Club should expend the funds as outlined in the budget to accomplish the goals of the program.

Any activity that is introduced as a new activity will be counted as a new activity. When that activity becomes a regular activity, it then will become a part of the baseline category.

Sedgwick County Department on Aging will offer technical assistance to senior clubs upon request in an effort to maximize each club's potential for implementing successful new programs.

OUTCOMES

1. Seventy percent (70%) of Senior Club participants surveyed will indicate that the baseline, educational and special events provided at the Senior Club increased or changed their knowledge, skills or behavior.

NOTIFICATION OF MILL LEVY AWARD - SENIOR CLUB

Obligation Herein Awarded \$5,000

Approved Project Period:
From: 1/1/2022 To 12/31/2022

GRANT OR ACTION

- X New or Continuation
- Revision of Earlier
- Supplement of Earlier

Fiscal Year(s) from which funds are awarded
2022

Cheney Senior Club
516 N. Main
Cheney, KS
67025

City of Cheney
City Hall

PO Box 1
Cheney, KS 67025

1. Estimated Total Cost	5,000
2. Less Estimated Project Income (Non-Match)	0
10. Other Local Match	0
11. Mill Levy Share	5,000
APPROVED COST	5,000
1. Personnel	
2. Office Supplies	100
3. Telephone	500
4. Utilities	2100
5. Building Maintenance	800
6. Insurance	1500
7. Mileage	
8. Other	0
9. Total Cost	5,000
MILL LEVY SHARE	5,000

Mowers

	60"	72"
Hustler- Goddard Powersports	\$ 13,000	\$ 13,500
Hustler- S&D Equipment		\$ 10,711
John Deere	\$ 12,325	\$ 12,500
Hustler- tweels	\$ 14,600	\$ 15,100
John Deere- tweels	\$ 13,100	\$ 13,300



Beverage-Air DW64HC-B-02 Details

Serve your customers a cold and refreshing beverage with this Beverage-Air DW64HC-B-02 65" black deep well bottle cooler. Its durable exterior boasts a wear-resistant vinyl on steel in a black finish that is easy to maintain. Designed for ease of use, the top of this unit also features a stainless steel counter top with integral glass stops, so that workers have additional space while prepping drinks for patrons. The cooler even has a bottle cap opener and cap catcher that makes fulfilling drink orders a breeze. Plus, the easy glide, stainless steel lids with handles are easy to keep clean and slide open in order to serve guests quickly.

Made to handle frequent use, this bottle cooler's interior is made of sturdy stainless steel so that

it lasts longer and resists corrosion from accidental spills and leaks. It also includes adjustable steel wire dividers, coated with epoxy, so that you can keep product organized for quick retrieval. The digital temperature controller makes setting the cooler to the ideal temperature for your bottles quick and easy. The cooler is capable of holding up to 25 1/4 cases of 12 oz. bottles or 34 3/4 cases of 12 oz. cans, providing you with plenty of storage space.

In order to keep your business operating efficiently, this powerful 1/4 hp refrigeration system is made with foamed-in-place CFC and HCFC-free polyurethane insulation, which both adds structural strength to the cabinet and enhances its energy efficiency. It also uses eco-friendly R-290 refrigerant to chill products and keep them cold between 36 and 40 degrees Fahrenheit. An automatic, non-electric defrosting evaporator also moves air and allows for a better cooling. This unit requires a 115V electrical connection for operation.

Overall Dimensions:

Width: 65"

Depth: 26 1/2"

Height: 33 3/4"

Capacity: 18.5 cu. ft.

Interior Dimensions:

Width: 61"

Depth: 22 3/4"

Height: 26 3/4"

This Item Ships via Common Carrier. For more information and tips to help your delivery go smoothly, click [here](#).

Because this item is not stocked in our warehouse, processing, transit times and stock availability will vary. If you need your items by a certain date, please contact us prior to placing your order. Expedited shipping availability may vary. We cannot guarantee that this item can be cancelled off of the order or returned once it is placed.

WebstaurantStore \$2499

2009 Freightliner M2106 Dump Truck MHK

Mileage 14,826

\$32,000 Service Charge

VIN 1FVDCXBS5ADAR4264



CMG1A
 DT023
 26454
 556

Item 7)



**Grandfathered
 CHENEY CITY EMPLOYEES
 Comprehensive Major MedicalSM**

Benefits include but are not limited to:

25462

Effective Date: February 01, 2022

Deductible	\$500 per person (\$1,000 two-or-more persons).
Coinsurance	80/20 -- Plan pays 80%; individual pays 20% up to \$1,000 per person (\$2,000 two-or-more persons) maximum.
Office Visits	\$25 copay per visit.
Telemedicine Visits	AmWell providers same as primary office visit. Non AmWell providers same as face-to-face visit.
Prescription Drugs & Mail Order	BlueRx Card \$15/\$30/\$45; Mail Order is 2 1/2x copay.
Outpatient Radiology and Laboratory Services (Includes Advanced Imaging)	100% of the allowable charges to a maximum of \$300 per person, then subject to deductible/coinsurance.
Outpatient Immunizations and Injections	Pays 100% of allowable charges.
Emergency Room Copay	\$100 per incident, then subject to deductible/coinsurance.
Accidental Injuries	Pays 100% up to \$1,000 per person each benefit period, then subject to deductible/coinsurance.
Preventive Care Services as defined by Affordable Care Act	In network 100% coverage; out of network subject to policy provisions including non-network penalties.
Home Social Work Visits/Hospice	Pays 100% of allowable charges.
Mental Illness and Substance Use Disorders	Inpatient subject to deductible/coinsurance; Outpatient subject to \$25 office visit copayment.
Lifetime Maximum	Unlimited for each covered person.
Eligible Dependents	Covered to age 26.

Monthly Premium

<u>Type of Coverage</u>	<u>Health</u>	<u>Dental</u>	<u>Total</u>
Employee	\$532.24	\$36.54	\$568.78
Employee/Child	\$1068.51	\$72.07	\$1140.58
Employee/Spouse	\$1143.13	\$78.55	\$1221.68
Family	\$1679.40	\$113.67	\$1793.07

Dental: Yes No

Printed Name: _____

Signature: _____

Plan Administrator Rep., Plan Sponsor Rep. or Officer of the Company

Title: _____

Date: _____

For Office Use Only

Effective Date: _____ Completed Date: _____

CITY OF CHENEY, KANSAS

RESOLUTION NO. 309-2021

A RESOLUTION CONCERNING SERVICE,
LICENSE AND PERMIT FEES WITHIN THE
CORPORATE LIMITS OF THE CITY OF
CHENEY, KANSAS

WHEREAS, the cost of providing certain governmental services by the City of Cheney, Kansas should be recuperated through the enactment of service fees;

WHEREAS, the Governing Body of the City of Cheney, Kansas has found it necessary to establish fees for the provision of certain governmental services by the City of Cheney, Kansas;

WHEREAS, the Governing Body of the City of Cheney, Kansas has found it necessary to establish licenses and permits to fulfill the governmental functions of the City of Cheney, Kansas;

WHEREAS, the cost of issuing, inspecting and enforcing licenses and permits is recuperated through the enactment of license and permit fees;

WHEREAS, the Governing Body of the City of Cheney, Kansas has enacted license and permit fees with the establishment of individual licenses and permits; and

WHEREAS, service, license and permit fees should be compiled on a single schedule for use of the citizens and staff of the City of Cheney, Kansas.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CHENEY, KANSAS, that there is hereby compiled, enacted and adopted a Schedule of Service, License and Permit Fees for use within the corporate limits of the City of Cheney, Kansas. Said Schedule is hereby incorporated by reference. No fewer than three (3) copies of said Schedule shall be marked "As Adopted by Resolution No. 309-2021," to which shall be attached a copy of this Resolution, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

BE IT FURTHER RESOLVED that Resolution No. 303-2020 and the Schedule of Service, License and permit Fees compiled, enacted and adopted by said Resolution are hereby repealed.

Adopted by the City Council this 9th day of December, 2021

Approved by the Mayor this 9th day of December, 2021

MAYOR, Philip Mize

SEAL

ATTEST:

CITY CLERK, Danielle Young

CITY OF CHENEY
Schedule of Service, License and Permit Fees
As Adopted by Resolution No. 309-2021

FEE	CHARGE	Revise
LICENSE		
0-1 Year Dog Registration (City, spayed or neutered)	\$5.00	
1-2 Year Dog Registration (City, spayed or neutered)	\$10.00	
2-3 Year Dog Registration (City, spayed or neutered)	\$15.00	
0-1 Year Dog Registration (City, not spayed or neutered)	\$10.00	
1-2 Year Dog Registration (City, not spayed or neutered)	\$20.00	
2-3 Year Dog Registration (City, not spayed or neutered)	\$30.00	
Dog Tag- Late fee	\$5.00	
Dog Tag Reissuance Fee	\$5.00	
Animal Impound Fee	\$74.00	
Annual Livestock License Fee	\$25.00/yr	
Cereal Malt Beverage License -Off Premise	\$75/yr	
Cereal Malt Beverage License -On Premise	\$200/yr	
Cereal Malt Beverage License	\$100/Event	
Alcoholic Liquor Occupational Biennial License	\$300 or 10% in 2 pmts	
Private Club License	\$250/yr	
Drinking Establishment Biennial License	\$500 or + 10% in 2 pmts	
Caterers License	\$250/yr	
Temp Permit to serve Alcohol	\$100.00/day	
Peddler License	\$25/day or \$250/yr	
Vehicle Permit (Solid Waste)	\$25/Vehicle	
Solid Waste Collection Fee	\$250.00/yr	
Fireworks Display Permit	\$100.00	
Fireworks Stand Permit	\$1,000.00	
Golf Cart/Utility Vehicle Tag	\$30.00/year	
Lost UTV/Golf Cart Tag & Registration Swap	\$10.00	
Mobile Food Vending License (month)	\$25.00	
Mobile Food Vending License (six months)	\$200.00	
Mobile Food Vending License (annual)	\$400.00	
ADMINISTRATIVE		
Insufficient check	\$35.00	
Copy Fee (Black and White)	\$.25/page	
Copy Fee (Color)	\$.50/page	
Inspection Fee for KORA	\$30.00/hr	
Fax Charge	\$1.00/page	
Reserve Park Shelter	\$10.00	
City Mowing	\$150.00/hr per person	
City Mowing (Contracted)	Fee + 10%	
Late Utility Collection Fee (State Setoff Program)	25%	
Convenience Fee on Online Utility Payments	\$3.95	
Convenience Fee on Credit Card payments	2.50%	
Brush Dumping Commercial (outside city limits)	\$25.00/Load	
Brush Dumping (outside city limits)	\$25.00/year	
Asphalt Millings	\$9.00/Ton	\$10.00/Ton
Background Check	\$25.00	
Fingerprint (licensure)	\$15.00	
Reissued Check Fee	\$20.00	
Backflow Filing Fee	\$5.00	

CITY OF CHENEY
Schedule of Service, License and Permit Fees
As Adopted by Resolution No. 309-2021

BUILDING/PERMIT		
Curb Cut-Sidewalk-Driveway Approach	\$15.00	
Well Permit	\$100.00	
Sprinkler Permit (Residential)	\$50.00	
Sprinkler Permit (Commercial)	\$75.00	
Board of Zoning Appeals (includes variances)	\$100.00	
Planning Commission (Zone Changes, Special Use Permits)	\$100.00	
Lot Split	\$50.00	
Preliminary Plat	\$100.00/\$3.00 lot	
Moving a Building or Structure	\$100 + Expenses	
Mobile Home License Fee	\$50/\$5 per home	
Well Producing Gas or Petroleum	\$300/yr	
Parabolic Antenna	\$25.00/yr	
Right-of-way Application (Residential)	\$10.00	
Right-of-way Application (Commercial)	\$50.00	
Building Permits (Sedgwick County)	Sedgwick Co. Fee Schedule	
Demolition Permit	\$50.00	
RV Occupancy Permit over 9 acres	\$50.00/year	
Fence Permit	\$30.00	
Payday or Title Loan Business	\$1,000.00/year	
Vacation Fee/Street,Alley,Easement	\$100.00	
Administrative Exception Fee	\$100.00	
Commercial Portable Storage Container Permit	\$50.00	
Sign Permit		\$25.00 + \$6/10 sq ft per side
COURT		
Daily Incarceration cost pursuant to an order of the Municipal Court Judge	\$2.69/per hour	\$2.73/per hour
Court Costs	\$100.00	
Waiver of trial	\$50.00	
Furnishing certified transcript	\$25.00	
Filing of petition for expungement	\$100.00	
Diversion Fee (DUI)	\$500.00	
Diversion Fee (Traffic/DB)	\$100-\$200	
Pre-sentence investigation	\$150.00	
Fines	(Set by judge)	
Court Record Request	\$25.00	
Video Cassette/DVD Copies	\$15+\$20/hr	
Warrant fee	\$50.00	
Failure to appear Letter Fee	\$15.00	
Court Ordered Finger Prints	\$33.00	
Set for Trial	\$25.00	
Certified Letter Fee	\$15.00	
Police Report	\$10.00	
DARE Fee	\$100-\$200	
Court Appointed Attorney	\$200/case	

CITY OF CHENEY
Schedule of Service, License and Permit Fees
As Adopted by Resolution No. 309-2021

TRASH		
Trash service Delinquent fee after the 17th	10%	
Residential Trash up to 95 gallon cart & Recycle Cart	\$16.50/month	\$19.00
Residential Trash (Additional Cart)	\$9.00/month	\$10.00
Residential Recycle (Additional Cart)	\$7.00/Month	\$8.00
Commercial Trash Small Business/95 gallon cart	\$17.50/month	\$19.00
Commercial Trash (Additional Cart)	\$11.50/month	\$10.00
Commercial Recycle	\$8.50 First Cart/\$7.75 2nd.	\$8.00
Special Trash Pickup Fee (\$6.00 through \$50.00)	\$15.00	
Special Trash Pickup Fee -Carpet/+ Padding	per sq ft	
Special Trash Pickup Fee- Mattresses & Box Springs	\$30.00 each	
WATER		
Connection Fee (3/4" or less)	\$650.00	
Connection Fee (1")	\$800.00	
Connection Fee (1" or less/ Outside City)	\$900.00	
Connection Fee (1 1/2")	\$1,500.00	
Connection Fee (1 1/2"/ Outside City)	\$2,000.00	
Connection Fee (2")	\$2,000.00	
Connection Fee (2"/ Outside City)	\$2,300.00	
Connection Fee (4")	\$3,500.00	
Connection Fee (4"/ Outside City)	\$5,000.00	
Connection Fee (Commercial)	\$750/\$100 x # Units	
New Service Connection Fee	\$25.00	
New Service Connection Fee (After Hours)	\$50.00	
Reconnect Fee	\$25.00	
Reconnect Fee (After hours)	\$50.00	
Monthly Service (Up to 1000 gal)	\$21.50	
Monthly Service (Up to 1000 gal)(Outside City)	\$35.00/mo	
Consumption Fee	\$2.20 per 1000/mo	
Consumption Fee (Outside City)	\$2.20 per 1000/mo	
Multi-unit dwelling with one meter (duplexes, apts, mobile home par	\$5.00 per unit/mo	
* Utility Equity Fee (Outside City limits)	\$2,500.00	
Fire Hydrant Meter Fee	\$25/mo	
Meter Testing Charge	\$30.00	
Fire Line Fee (4")	\$6/mo	
Fire Line Fee (8")	\$8/mo	
Fire Line Fee (10")	\$10/mo	
Deposit (Water)	\$50.00	
Bulk Water	\$8.00/1000 gal	\$9.00/1000 gal
Delinquent fee after the 17th	10%	
Replacement of Water Meter MIU	\$90 + labor	
Replacement of Water Meter Lidlock	\$15.00	
Meter Read Fee (non-digital)	\$25/month	

CITY OF CHENEY
Schedule of Service, License and Permit Fees
As Adopted by Resolution No. 309-2021

GAS		
New Service Connection Fee	\$25.00	
New Service Connection Fee (After Hours)	\$50.00	
Connection Fee (r-275 or smaller)	\$750.00	
Connection Fee (r275 - r425)	\$1,200.00	
Connection Fee (r425 - r1600)	\$1,800.00	
Connection Fee (r1700 - r2200)	\$2,500.00	
Connection Fee (r-3000)	\$4,000.00	
Connection Fee (r-5000)	\$6,000.00	
Reconnect Fee	\$25.00	
Reconnect Fee (After hours)	\$50.00	
Consumption Fee	MCF + \$2.40	
Consumption Fee (Outside City limits)	MCF + \$3.40	
Monthly Service (R 275 or less)	\$10.00/mo	
Monthly Service (R 276 - R 415)	\$13.00/mo	
Monthly Service (R 416 - R 1600)	\$19.00/mo	
Monthly Service (R 1601 - R 2200)	\$25.00/mo	
Monthly Service (R 2201 - R 3000)	\$40.00/mo	
Monthly Service (R 3001 and up)	\$60.00/mo	
Copies of Maps (Up to 8 1/2 x 14)	\$10.00	
Copies of Maps (Larger than legal)	\$30.00	
CD Copies of Information	\$15 + \$15/hr	
Deposit (Gas)	\$200.00	
Delinquent fee after the 17th	10%	
Vehicle damage to gas meter and gas loss Fee, minium charge	\$275.00	
Replacement of Gas Meter MIU	\$90 + labor	
Meter Read Fee (non-digital)	\$25/month	
Notes:		
* Utility Equity Fee applies to parcels who have never paid a special for the respective utility main.		
SEWER		
Tap Inspection (Residential)	\$40.00	\$50.00
Tap Inspection (Residential)(Outside limits)	\$70.00	
Tap Inspection (Commercial)	\$75.00	
Tap Inspection (Commercial)(Outside limits)	\$100.00	
Connection Fee (Residential)	\$750/\$100 x #Units	
Connection Fee (Residential/Outside City)	\$1,000/\$100 x # Units	
Connection Fee (Commercial)	\$750/\$100 x # Units	
Connection Fee (Commercial/Outside City)	\$1,250/\$100 x # Units	
Monthly Service (Up to 2000 gal)	\$21.00/month	
Monthly Service (Up to 2,000 gal / Outside City)	\$32.00/mo	
Consumption Fee	\$4.00 per 1000/mo	
Consumption Fee (Outside City)	\$4.00 per 1000/mo	
* Utility Equity Fee (Outside City Limits)	\$3,000.00	
Deposit (Sewer)	\$50.00	
Delinquent fee after the 17th	10%	
Utility Collection Fee	30.00%	
Notes:		
* Utility Equity Fee applies to parcels who have never paid a special for the respective utility main.		

CITY OF CHENEY
Schedule of Service, License and Permit Fees
As Adopted by Resolution No. 309-2021

GOLF COURSE		
18 Hole Green Fees (Weekdays)	\$24.00	\$25.00
18 Hole Green Fees (Weekends & Holidays)	\$27.00	\$28.00
9 Hole Green Fee (Weekdays)	\$16.00	\$17.00
9 Hole Green Fee (Weekends & Holidays)	\$17.00	\$18.00
Junior 18 hole Green Fees (High/Grade School Student) (Weekdays)	\$13.00	\$17.00
Junior 18 hole Green Fees (High/Grade School Student) (Weekends)	\$16.00	\$17.00
Junior 9 Hole Green Fee (Weekdays)	\$9.00	\$10.00
Junior 9 Hole Green Fee (Weekends & Holidays)	\$10.00	\$11.00
Senior 18 hole Green Fee (over 60) (Weekdays)	\$16.00	\$17.00
Senior 18 hole Green Fee (over 60) (Weekends & Holidays)	\$19.00	\$20.00
Senior 9 Hole Green Fee (Weekdays)	\$12.00	\$13.00
Senior 9 Hole Green Fee (Weekends & Holidays)	\$13.00	\$14.00
Military 18 hole Green Fee (Weekdays)	\$16.00	\$17.00
Military 18 hole Green Fee (Weekends & Holidays)	\$19.00	\$20.00
Military 9 Hole Green Fee (Weekdays)	\$12.00	\$13.00
Military 9 hole Green Fee (Weekends & Holidays)	\$13.00	\$14.00
Twilight Green Fee (After 4:00 p.m.) (M-F)	\$16.00	\$17.00
Green Fee Punch Card Regular 18 Hole / 9 Hole (10 for the price of 8)	\$216.00/\$152.00	\$224/\$144
Green Fee Punch Card- Senior 18 Hole / 9 Hole (10 for Price of 8)	\$152.00/\$96.00	\$160/\$112
Green Fee Punch Card- Junior 18 Hole / 9 Hole (10 for Price of 8)	\$128/\$80	\$136/\$88
5 Hole Junior Loop	\$5.00	
Family Rate Green Fee (2 Parents, up to 3 Kids) 9 holes	\$40.00	\$50.00
18 hole Cart Rental (2 Riders)	\$28.00	
18 hole Half Cart (1 Rider)	\$14.00	
9 hole Cart Rental (2 Riders)	\$22.00	
9 hole Half Cart (1 Rider)	\$11.00	
Pull Cart	\$5.00	
18 hole Golf Cart Punch Card (10 for the price of 8)	\$112.00	
9 hole Golf Cart Punch Card (10 for price of 8)	\$88.00	
Range Balls (Large Bag)	\$7.00	
Range Balls (Small Bag)	\$5.00	
Driving Range Punch Card (10 for price of 8)	\$56.00	
Driving Range Unlimited	\$325.00	
Tournament Fee (Monday, Tuesday, Wednesday, Thursday per person)	\$41.00	\$42.00
Tournament Fees (Friday, Saturday, Sunday per person)	\$44.00	\$45.00
Season Pass- Individual (any day)	\$950.00	\$975.00
Season Pass - Individual (Weekday Only)	\$825.00	\$875.00
Season Pass Couple- (married)	\$1,800.00	\$1,900.00
Season Pass- Senior (60 and over)	\$700.00	
Senior Pass- Senior (60 and over) Weekday only	\$575.00	\$600.00
Season Pass- Senior Couple (married- 60 and over)	\$1,200.00	\$1,300.00
Season Pass- Junior (HS/MS/GS Student)	\$300.00	
Season Pass- Family (2 adults/3 children under 18)	\$2,000.00	
Season Pass Ultimate (Green Fee, Cart, Range)	\$1,500.00	\$1,550.00
Summer Pass High School (May 15-Aug 15) (GF + Range Balls)	\$200.00	\$250.00
Unlimited Golf Cart/With paid season pass	\$700/\$550	
Family Unlimited- First Cart/Second Cart	\$550/\$300	
Pavilion Rental/(over 4 hours)	\$60 (4 hrs)/ \$15 (hr)	

**SALARY SCHEDULE
CALENDAR YEAR 2022**

RANGE	Rate	MINIMUM	Rate	NORMAL	Rate	MAXIMUM
8	7.25	\$15,080	11.19	\$23,275	13.31	\$27,685
9	10.89	\$22,651	15.30	\$31,824	18.67	\$38,834
10	11.45	\$23,816	16.08	\$33,446	19.06	\$39,645
11	12.02	\$25,002	16.89	\$35,131	20.61	\$42,869
12	13.13	\$27,310	17.75	\$36,920	21.02	\$43,722
13	13.79	\$28,683	18.63	\$38,750	22.06	\$45,885
14	14.42	\$29,994	19.55	\$40,664	23.15	\$48,152
15	15.13	\$31,470	20.55	\$42,744	25.08	\$52,166
16	15.85	\$32,968	21.56	\$44,845	25.53	\$53,102
17	16.62	\$34,570	22.65	\$47,112	27.62	\$57,450
18	17.43	\$36,254	23.79	\$49,483	29.02	\$60,362
19	18.29	\$38,043	25.01	\$52,021	30.49	\$63,419
20	19.19	\$39,915	26.26	\$54,621	31.09	\$64,667
21	19.54	\$40,643	26.73	\$55,598	32.63	\$67,870
22	21.08	\$43,846	28.92	\$60,154	35.27	\$73,362
23	22.12	\$46,010	30.36	\$63,149	37.05	\$77,064
24	23.20	\$48,256	31.90	\$66,352	38.92	\$80,954
25	23.85	\$49,608	33.50	\$69,680	40.88	\$85,030
26	25.56	\$53,165	35.20	\$73,216	42.94	\$89,315
27	26.29	\$54,683	36.93	\$76,814	45.06	\$93,725
28	28.26	\$58,781	40.32	\$83,866	46.46	\$96,637

POSITION	GRADE
Golf Maintenance Worker	8
Golf Shop Worker	8
Swimming Pool Staff	8
Part-time Maintenance Worker	11
Assistant Golf Shop Manager	12
Maintenance Worker I	12 14
Administrative Intern	12
Part-time Police Officer (not FT certified)	13
Deputy City Clerk	14
Part-time Police Officer (FT certified)	14 15
Utility Clerk	15
Police Officer (Uncertified)	15 16
Maintenance Worker II	17
Police Officer (Certified)	17 18
Assistant Golf Superintendent	17
Maintenance Worker III	18
Police Sergeant	18 19
Club House Manager	18
Assistant Maintenance Superintendent	20
Police Lieutenant	21
City Clerk	25
Director of Golf	25
Chief of Police	25
Maintenance Superintendent	25
Director of Administration	27
City Administrator	28

CALENDAR YEAR 2022

GOVERNING BODY, HOURLY, AND CONTRACT EMPLOYEES

MAYOR	\$195.00 per month
CITY COUNCIL MEMBERS	\$165.00 per month
MUNICIPAL JUDGE	\$535.00 per session of court
CITY ATTORNEY	\$190.00 per hour
CITY PROSECUTOR	\$160.00 per hour
FIRE CHIEF	\$580.00 per month

RESOLUTION # 310-2021**SALARY SCHEDULE FOR THE CITY OF CHENEY, KANSAS
CALENDAR YEAR 2022**

WHEREAS Ordinances 725A and 725B provide that the Governing Body may review annually the Pay Plan for city employees, Governing Body members and other officers of the City and may, by resolution, amend the range classifications and/or the minimum and maximum rates of pay for the positions contained within the Pay Plan.

NOW THEREFORE, be it resolved by the Governing Body of the City of Cheney, Kansas:

1. The attached pay plan, including members of the Governing Body and other officers of the City, for the calendar year 2022 be approved. All employees' earnings pursuant to this pay plan will be based on an hourly rate calculated from an annual salary, which is within the salary schedule range assigned to the employee's position within the Pay Plan. Compensation for the Governing Body and other officers of the City are as designated in Section 2 of the Pay Plan.

Adopted by the City Council this 9th day of December, 2021

Approved by the Mayor this 9th day of December, 2021

Mayor, Philip Mize

SEAL

ATTEST:

City Clerk, Danielle Young

RESOLUTION NO. 311-2021

A RESOLUTION OF THE CITY OF CHENEY, KANSAS, APPROVING THE EXECUTION AND DELIVERY OF AN AGREEMENT TO RELEASE AND ASSIGN THE CITY'S OPIOID CLAIMS TO THE KANSAS ATTORNEY GENERAL AND CERTIFYING COSTS ATTRIBUTABLE TO SUBSTANCE ABUSE AND ADDICTION MITIGATION IN EXCESS OF \$500.

WHEREAS, in 2021, the Kansas Legislature enacted HB 2079, the Kansas Fights Addiction Act (the "Act"), authorizing litigating municipalities such as the City of Cheney to access opioid litigation settlement funds and become eligible for certain state grants by entering an agreement releasing the city's opioid litigation claims to the Attorney General and assigning any future opioid litigation claims to the Attorney General (the "Agreement"); and

WHEREAS, the City of Cheney sustained damages related to the opioid epidemic; and

WHEREAS, the City of Cheney desires to enter an Agreement releasing and assigning its Claims to the Attorney General in order to access opioid litigation settlement funds and become eligible for certain state grants;

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

Section 1. Authorization of the Agreement. City hereby authorizes the release of its legal claims arising from covered conduct to the Attorney General, and the assignment of any future legal claims arising from covered conduct to the Attorney General, pursuant to the Agreement by and between the Attorney General and the City in substantially the form presented to and reviewed by the governing body at this meeting (copies of this document shall be on file in the records of the City) and or by the City Administrator and City Attorney subsequent hereto, with such changes therein as shall be reviewed by the City Attorney and the officials of the City executing such documents.

Section 2. Execution of the Agreement. The Mayor, City Administrator, City Attorney and City Clerk are hereby authorized and directed to execute, seal, attest and deliver the Agreement in substantially the form presented to and reviewed by the governing body at this meeting and such other settlement agreements, documents, certificates and instruments as may be necessary and desirable to carry out and comply with the intent of this Resolution, for and on behalf of the City.

Section 3. Certification of Costs and Expenses. The City hereby certifies that it has incurred costs and expenses related to substance abuse or addiction mitigation in excess of \$500 and the City can utilize the opioid litigation settlement funds for the lawful purposes established in the Kansas Fights Addiction Act and the settlement agreements. The Mayor, City Administrator, City Clerk and City Attorney are hereby authorized to execute, seal, attest and deliver such other documents, certificates and instruments as may be necessary and desirable to certify these costs and expenses or similar costs and expenses, for and on behalf of the City.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption.

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

Mayor Philip Mize

Attested:

Danielle Young, City Administrator/
City Clerk

REVIEWED AND APPROVED AS TO FORM:

Austin Parker, City Attorney

Expenditure Fund Transferred From:	Receipt Fund Transferred To:	Actual Amount for 2019	Actual Amount for 2020	Budgeted Amount for 2021	Proposed Amount for 2021	Transfers Authorized by Statute
General Fund	Capital Improvement	51,000	294,000	51,000	51,000	KSA 12-1, 118
General Fund	Capital Equipment	50,000	50,000	75,000	75,000	KSA 12-1, 117
Gas	Gas Reserve	35,000	15,000	35,000	-	KSA 12-825d
Gas	General	15,000	-	15,000	-	KSA 12-825d
Sewer	General	25,000	-	25,000	-	KSA 12-825d
Sewer	Sewer Reserve	40,000	40,000	40,000	40,000	KSA 12-825d
Water	Water Reserve	40,000	40,000	40,000	50,000	KSA 12-825d
Water	General	25,000	-	25,000	-	KSA 12-825d
General Fund (Fire)	Capital Equipment Fire Reserve	60,000	30,000	40,000	40,000	KSA 12-1, 117
General Fund (Fire)	Capital Improvement	17,000	-	-	-	KSA 12-1, 118
General Fund (Golf)	Capital Improvement	24,551	24,770	22,000	23,150	KSA 12-1, 118
General Fund (Parks)	Capital Improvement	43,000	35,000	10,000	35,000	KSA 12-1, 118
General Fund (Streets)	Capital Improvement	100,000	30,000	10,000	30,000	KSA 12-1, 118
General Fund (unallocated)	Capital Improvement			200,000	200,000	KSA 12-1, 118
Gas	Capital Improvement		25,000		-	KSA 12-1, 118
Sewer	Capital Improvement		25,000		25,000	KSA 12-1, 118
Water	Capital Improvement		25,000		25,000	KSA 12-1, 118
	Totals	525,551	633,770	588,000	594,150	
	Adjustments					
	Adjusted Totals		633,770	588,000	594,150	

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

CHENEY MUNICIPAL COURT
NOVEMBR 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: 2

NUMBER OF TICKETS BY CHENEY #1	0	NUMBER OF TICKETS BY CHENEY #2	1
NUMBER OF TICKETS BY CHENEY #3	0	NUMBER OF TICKETS BY CHENEY #4	0
NUMBER OF TICKETS BY CHENEY #5	1	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:	4	NUMBER OF CONTINUED/REVIEWS ON DOCKET:	19
CONTINUED	1	CONTINUED	9
DISMISSED	1	SENTENCED	2
PAID	1	DISMISSED	3
FAIL TO APPEAR	0	PAID OR PMT MADE	4
WARRANT ISSUED	1	DRIVERS LICENSE SUSPENDED	0
SET FOR TRIAL	0	WARRANT ISSUED	0
SENTENCED	1	SET FOR TRIAL	1
		SENT FOR COLLECITON	1

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	\$1,230.00
AMOUNT OF FINES COLLECTED FOR MONTH	\$1,806.55
AMOUNT OF FINES OUTSTANDING CURRENTLY	\$4,258.33
AMOUNT IN COLLECTIONS	\$17,464.42
COURT APPOINTED ATTORNEY FEES	\$0.00
INTERLINGUAL SERVICES	\$0.00

CHENEY POLICE DEPARTMENT

November 2021

MONTHLY REPORT

CALLS FOR POLICE SERVICE HANDLED:

TOTAL- 254/8.5 calls per day Previous Month- 270

VEHICLE ACCIDENTS INVESTIGATED:

Non injury- 1

Injury- 1

TOTAL- 2

TRAFFIC INVESTIGATIONS:

DUI & Other- 1

TOTAL- 1

WARNINGS ISSUED:

Disobeyed Stop Sign- 1

Speeding- 1

TOTAL- 2

NOTICE TO APPEARS ISSUED

Disorderly Conduct- 1

Criminal Damage- 1

Disabled/Junk Vehicles- 3

TOTAL- 5

CRIMINAL CASES INVESTIGATED

Burglary- 5

Runaway (1) Juvenile- 1

Runaway/(1) Juvenile Arrest- 1

Runaway Juvenile Arrest for Sheriff's Office- 2

Criminal Damage to Property- 2

Criminal Use of Financial Card- 1

DUI- 1

Unattended Death- 1

Warrant Arrest- 3

Theft- 2

Total- 19

CASES CLEARED- 10

CHENEY POLICE MONTHLY OVERVIEW**NOVEMBER 2021****NOV 2- SGT THREADGILL READ AT ELEM SCHOOL****NOV 2- CHIEF WINTER ATTENDED DEPT HEAD MTG****NOV 3- SGT THREADGILL READ AT ELEM SCHOOL****NOV 3- CHIEF WINTER TAUGHT DARE AT MIDDLE SCHOOL****NOV 4- SGT THREADGILL READ AT ELEM SCHOOL****NOV 5- CHIEF WINTER TAUGHT DARE AT ELEM SCHOOL****NOV 5- OFFICERS WORKED SECURITY AT HS FB GAME****NOV 6- OFFICER COOK WORKED SECURITY AT WHITE BARN****NOV 9- CHIEF WINTER ATTENDED KACP ZOOM MTG****NOV 9- CHIEF WINTER ATTENDED CHAMBER MTG****NOV 10- CHIEF WINTER TAUGHT DARE AT MIDDLE SCHOOL****NOV 10- CHIEF WINTER & SGT THREADGILL ATTENDED ADVISORY MTG AT CHS****NOV 11- CHIEF WINTER ATTENDED CITY COUNCIL MTG****NOV 12- CHIEF WINTER TAUGHT DARE AT CES****NOV 12- CHIEF WINTER & SGT THREADGILL WORKED SECURITY AT HS FB GAME****NOV 12- OFFICER COOK WORKED SECURITY AT WHITE BARN****NOV 13- OFFICERS PROVIDED ESCORT FOR VETERAN'S DAY PARADE****NOV 15- CHIEF WINTER MET WITH DUI IMPACT CENTER AT CPD****NOV 16- SGT THREADGILL READ AT ELEM SCHOOL****NOV 17- SGT THREADGILL READ AT ELEM SCHOOL****NOV 17- DARE AT MS CANCELLED****NOV 17- OFFICER SATTERLEE PROVIDED SECURITY FOR CITY COURT**

NOV 18- CHIEF WINTER ATTENDED SG COUNTY CHIEF'S MTG IN BENTLEY

NOV 18- SGT THREADGILL READ AT ELEM SCHOOL

NOV 19- CHIEF WINTER TAUGHT DARE AT ELEM SCHOOL

NOV 22- CHIEF WINTER ATTENDED SITE COUNCIL MTG AT CHS

NOV 24- NO SCHOOL

NOV 25- NO SCHOOL

NOV 26- NO SCHOOL

NOV 27- OFFICER COOK PROVIDED SECURITY AT WHITE BARN

NOV 29- CHIEF WINTER, OFFICER COOK & OFFICER PHELPS ATTENDED GAS SAFETY MTG AT CHENEY FIRE DEPT

NOV 30- CHIEF WINTER ATTENDED DEPT HEAD MTG

NOV 30- CHIEF WINTER & OFFICER THREADGILL ATTENDED MTG AT CHS

**CHENEY FIRE DEPARTMENT
NOVEMBER, 2021**

We had 10 Fire Runs & 12 EMS Runs, Totaling 22 Runs For This Month

Fire Runs

<u>Fire Runs</u>	<u>Type of Incident</u>
11/05/2021	HIGH SCHOOL FOOTBALL GAME
11/09/2021	WELFARE CHECK
11/10/2021	HAY BALE FIRE
11/12/2021	HIGH SCHOOL FOOTBALL GAME
11/12/2021	ASSIST CITIZEN
11/13/2021	10-48
11/15/2021	WELFARE CHECK
11/15/2021	DISREGARDED ENROUTE
11/17/2021	WELFARE CHECK
11/22/2021	GRASS FIRE

EMS Runs

<u>EMS Runs</u>	<u>Type of EMS</u>
11/01/2021	WELFARE CHECK
11/02/2021	STOMACH PAIN
11/05/2021	SEIZURE PT
11/06/2021	INJURY ACCIDENT
11/07/2021	CODE BLACK
11/08/2021	MINI VAN ROLLOVER
11/12/2021	SICK PERSON
11/13/2021	10-48
11/17/2021	DIFFICULTY BREATHING
11/18/2021	UNCONSCIOUS PT
11/21/2021	CHEST PAINS
11/21/2021	DIFFICULTY BREATHING

2021 GAS REPORT

MONTH	CITY		LACK HILLS		CITY OF CHENEY			RESIDENTIAL			COMMERCIAL			FEE	
	METER READING as of 15th	MCF USAGE as of 15th	MCF USAGE as of 15th	BLACK HILLS DOLLARS BILLED	LACK HILL BILLING RATE	TOTAL VOLUME BILLED	TOTAL DOLLARS BILLED	# RES. CUST.	\$ BILLED RES. CUST.	VOLUME RES. CUST.	# COMM. CUST.	\$ BILLED COMM. CUST.	VOLUME COMM. CUST.	NET REVENUE	\$3.15
JAN (So.Mtr)				13908 \$ 49,404.25	\$3.5500	14,553	\$ 95,217.30	713	\$ 54,870.36	7,995	83	\$ 40,346.94	6,558	\$ 45,813.05	
FEB (So.Mtr)				19039 \$ 116,551.03	\$6.1200	18,060	\$ 149,015.14	708	\$ 84,441.15	9,920	83	\$ 64,573.99	8,140	\$ 32,464.11	
MAR (So.Mtr)				8218 \$ 29,213.57	\$3.5500	9,412	\$ 94,261.05	722	\$ 59,922.27	5,782	82	\$ 34,338.78	3,630	\$ 65,047.48	\$ 29,647.80
APR (So.Mtr)				6427 \$ 21,867.96	\$3.3800	6,534	\$ 66,900.80	724	\$ 38,159.93	3,463	82	\$ 28,740.87	3,071	\$ 45,032.84	\$ 20,582.10
MAY (So.Mtr)				4378 \$ 15,958.14	\$3.6500	4,615	\$ 50,991.35	722	\$ 28,741.75	2,337	82	\$ 22,249.60	2,278	\$ 35,033.21	\$ 14,537.25
JUNE (So.Mtr)				2386 \$ 8,959.35	\$3.7500	2,446	\$ 31,249.33	724	\$ 16,898.03	1,045	82	\$ 14,351.30	1,401	\$ 22,289.98	\$ 7,704.90
JULY (So.Mtr)				1726 \$ 7,459.12	\$4.3200	1,739	\$ 25,471.88	720	\$ 15,326.10	845	82	\$ 10,145.78	894	\$ 18,012.76	\$ 5,477.85
AUG (So.Mtr)				1884 \$ 8,888.17	\$4.7200	1,915	\$ 28,156.19	721	\$ 15,788.19	838	83	\$ 12,368.00	1,077	\$ 19,268.02	\$ 6,032.25
SEPT (So.Mtr)				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)				4879 \$ 30,686.18	\$6.2900	4,302	\$ 59,490.94	720	\$ 33,518.06	2,220	82	\$ 25,972.88	2,082	\$ 28,804.76	\$ 13,551.30
DEC (So.Mtr)						0	\$ -							\$ -	\$ -
TOTAL	0	0.00	66,833	\$ 311,221.23	0.00	67,903	\$666,177.71	719.36	\$ 383,374.26	36,354	82.55	\$ 282,803.45	31,549	\$354,956.48	\$111,163.50

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 577-
 DEC
 TOTAL 1070+

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	METERED WATER TO DLFCOURSE
JANUARY	5,029,300	\$ 59,433.51	772	\$23,129.09	3,454,400	87	\$4,922.02	1,574,900	\$31,382.40	5,029,000	-300	0%	0
FEBRUARY	4,596,400	\$ 57,606.03	769	\$22,470.15	3,186,700	86	\$4,559.40	1,409,700	\$30,576.48	4,882,000	285,600	6%	0
MARCH	4,524,300	\$ 57,748.13	781	\$22,379.50	3,098,000	86	\$4,547.36	1,426,300	\$30,821.27	4,599,000	74,700	2%	0
APRIL	5,452,300	\$ 60,222.75	781	\$23,749.74	3,716,000	90	\$4,974.84	1,736,300	\$31,498.17	5,893,000	440,700	7%	0
MAY	6,686,300	\$ 62,480.19	778	\$26,223.04	4,811,500	90	\$4,877.08	1,874,800	\$31,380.07	6,780,000	93,700	1%	0
JUNE	7,876,600	\$ 64,673.40	780	\$27,730.91	5,503,700	94	\$5,130.04	2,372,900	\$31,812.45	8,049,000	172,400	2%	0
JULY	9,768,900	\$ 69,282.60	772	\$31,556.52	7,254,600	96	\$5,755.40	2,514,300	\$31,970.68	9,990,000	221,100	2%	0
AUGUST	9,895,600	\$ 70,714.69	775	\$31,206.87	7,096,500	95	\$6,415.97	2,799,100	\$33,091.85	14,020,000	4,124,400	29%	0
SEPTEMBER	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	8,626,700	\$ 68,249.76	774	\$29,004.07	6,066,300		\$6,014.00	2,560,400	\$33,231.69	7,175,750	-1,450,950	-20%	0
NOVEMBER	5,728,600	\$ 62,254.54	777	\$24,192.92	3,877,400	93	\$5,541.32	1,851,200	\$32,520.30	7,706,164	1,977,564	26%	0
DECEMBER	0	\$ -									0	#DIV/0!	0
TOTAL-AVG.	77,685,100	\$702,511.42	775.91	\$292,320.75	54,907,700	91.00	\$58,793.64	22,777,400	\$351,397.03	88,818,914	11,133,814	13%	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 /Switched Well #11 from Hand read to Auto Read MIU
- November - Auto Read MIU self adjusted
- 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	\$10,562.14
DEC	810	\$0.00	\$14,323.75	
TOTALS	807.666667	\$240.00	\$171,587.50	\$115,621.62

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

*MAINTENANCE REPORT
DECEMBER 2021*

Gas emergency valves have been greased and exercised.

Water main valves have been exercised.

The Annual Gas Leak Survey has been completed. 19 miles of gas mains & over 5 miles of service lines were surveyed.

Christmas decorations inspected for non-working bulbs and hung along Main Street.

Christmas display was set up in Veterans Park.

Irrigation supplies were delivered to the shop for South Main Complex.

No update from Lubbers on delivery of the truck. Could be sometime this month or in January.

Installation of auto-read system on commercial gas meters has begun.

Received a bid from Prarieland Partners on John Deere mowers. Waiting for bids from Goddard Outdoor Power on a Hustler mower. Will add bid when it comes in.

Annual Performance Reviews will be done this month.

Well 11 generator hookup has been completed.

Looking into a generator with auto transfer switch for the shop. The switch that was at City Office will not work. A few units we are looking at come with the transfer switch. Comparing prices and availability at this time.

Maintenance Superintendent
Jerry Peitz



Golf Report December 2021

November weather was off the charts and so was the golf. We had our best November ever in revenue. However, it is very dry, we are watering every night the low temperature is above freezing. Eric and I attended the Kansas Turfgrass Foundation annual conference in Manhattan.

Rounds Report

<u>Year</u>	<u>November</u>	<u>Year to Date</u>
2021	1,137	21,674
2020	1,206	22,784
2019	788	16,558
2018	653	17,184

Revenue Report

<u>Year</u>	<u>November</u>	<u>Year to Date</u>
2021	\$32,043.07	\$724,902.78
2020	\$29,725.52	\$731,223.46
2019	\$18,390.96	\$531,262.64
2018	\$12,381.32	\$491,431.77

Looking Ahead:

Some tree work, equipment maintenance and hopefully some down time.

Kevin Fowler

Director of Golf

Administrator/Clerk Report December 2021

INSURANCE RENEWALS

Employee health care coverage begins February 1 of each year. Renewal rates for insurance had an overall increase of .14%.

2021- decreased 3.39%,

2020 - increased 5.59%.

2019 - decreased 8.34%,

2018 - increased 12.45%

2017- decreased by 3.08%

Our 2022 Health Insurance rate is a combination of .22% increase and 1.94% decrease for dental. We recommend staying with the Blue Cross/Blue Shield, Blue Choice Comprehensive Plan for 2022.

PURPLE STREET LIGHTS

Evergy has replaced most of the purple street lights.

LOW INTEREST LOAN PAYMENT

The second payment of the \$1,472,116 low-interest loan is due January 1st. To date, the City has billed out \$111,163.50 in market rate adjustment fees (over 9 months) to apply towards the two loan payments totaling \$149,066.58.

SALARY SCHEDULE

Each December the Salary schedule is presented for adoption for the upcoming year. Changes have been made placing jobs in different levels, due to recent changes. This schedule is reviewed and adjusted each year.

YEAR-END TRANSFERS

Year-end transfers included in the packet are transfers that were budgeted. It is possible to increase those amounts after we see where total expenditures will be for the end of the year.

PLANNING COMMISSION

The Planning Commission will hold a Planning Commission meeting for December 14th at 7 pm to discuss the Santa Fe Plat the City is proposing and Laverentz's proposal for developing lots at Santa Fe/Lake Rd.

YEAR END CLERK DUTIES:

KPERS payroll dates for 2021 were verified.

CMB License Applications were mailed and returned. Background checks were completed.

The 2022 Township Funding for fire coverage was calculated and invoices were sent.

The 2021 Mobile Home License Application was mailed to the Mobile Home Park.

Employees were given Cafeteria Plan documents for 2022.

PAST DUES:

There were 95 past due notices sent on 11/18/2021 (97 in 2020, 134 in 2019 and 2018, 125 past dues in 2017, 153 past dues in 2016).

MONTHLY DUTIES:

Journal entries were posted to general ledger for November. Revenue and expense reports were given to each department head. Cash and Cash Receipts were reconciled for November. Sales tax reports were filed. Payroll

was conducted twice. Longevity pay was paid to employees with over 5 years of service. Minutes were prepared for the regular meeting.

Year in Review-

- Discussed Ordinance for Outdoor parking/storage of recreational vehicles
- Partnership with KPTS
- Vacated alleyways
- Established Rehab and Paint Program- had 2 approved applications
- Continued Local Emergency Disaster due to COVID
- Accepted funds for American Rescue Plan in the amount of \$328,748.21
- Extended agreement with Waste Connections for 7 years
- Approved budget through new RNR legislation
- City received "Friend of Education" award from School District
- Army worm infestation at Golf Course
- Approved Lease with Ideatek to provide Wireless Internet
- Digitized Council minutes for website into searchable format
- Digitized Planning Commission minutes back to 1994 into searchable format on website

Grants:

- Received Traffic Study from TEAP grant for South Main Traffic recommendations
- Applied for and received KDOT Cost-Share Grant in the amount of \$115,923 to construct sidewalk from Santa Fe Street to Sports Complex and hired Engineer through RFP process
- Received LWCF grant for South Main Complex improvements
- Awarded \$4,000 K-State Fire Grant to purchase wildland gear
- Art Display project completed on Main Street with Grant Funds
- Applied for Sunflower Foundation Walking Trail Grant

Infrastructure/Equipment:

- Created a Fire Station Remodel Plan and acquired 0% financing for project (increased costs halted project)
- Friends of Cherry Oaks Tournament paid off restroom project and set aside \$10,000 for next project
- Swimming Pool Committee conducted Community Survey and created Concept Design
- Approved Funding for Projects for South Main- Irrigation line, Water line, Basketball Court, Electrician
- Pipe fence built around perimeter of golf course
- New commercial building built on Main Street (202 N Main)
- Purchased 2021 Chevy Tahoe for Police Department and sold 2018 Ford Explorer
- Purchased new in-car camera for Police Tahoe
- Purchased Santa Fe Property between Main Street and Garfield Street
- Plat Santa Fe Property into sellable lots with road
- Approved Developer's Agreement with Back 9 Holdings, LLC

Utilities:

- Painted Interior of Water Tower (\$74,640)
- Extended Water Service to St. Rose Church at Mt Vernon and updated water wells with auto read, VFD, and generator
- Added Auto-read on Commercial Meters
- Purchased 2022 Chevy 2500 (still waiting on arrival)
- Updated Water Telemetry System
- State of Financial Emergency for Natural Gas Pricing reaching over \$600/mcf.

- Applied for Low-interest loan program for \$1,472,116 from State of Kansas to help pay for February Natural Gas Costs

Personnel:

- Brad Ewy retired after 41 years as Fire Chief and 29 years as Maintenance Superintendent
- 5 employees took EMT class
- Hired two new full-time maintenance employees and two new full-time police officers
- Update Personnel Policy and remove Residency Clause for Police Officers
- Cheney Police Department starred in Logan Mize Music Video

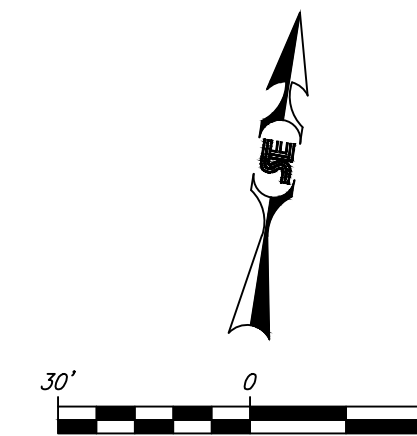
Events:

- Fire Department held 1st Annual Car Show
- Fire Department Golf Tournament and Friends of Cherry Oaks Golf Tournament
- Multiple Vaccination Clinics held at Fire Station
- National Night Out Block Parties
- Buy-out Night at Cheney Diamond Dawgs Game
- Cruise Night on Main Street
- Soup/Chili Feed on Main Street

ONE-STEP PRELIMINARY PLAT

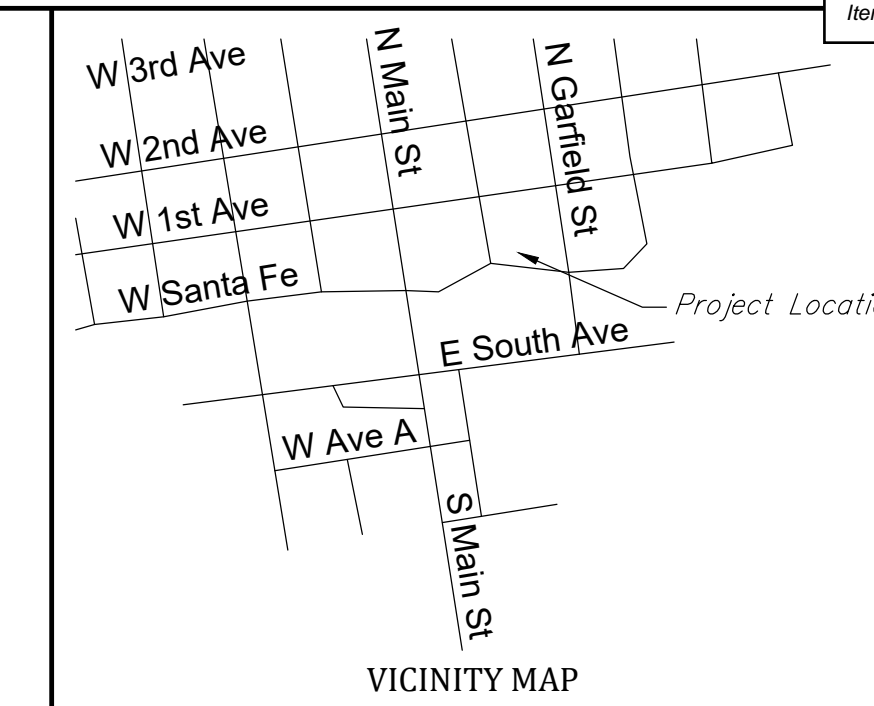
SANTA FE ADDITION

AN ADDITION TO THE CITY OF CHENEY SEDGWICK COUNTY, KANSAS

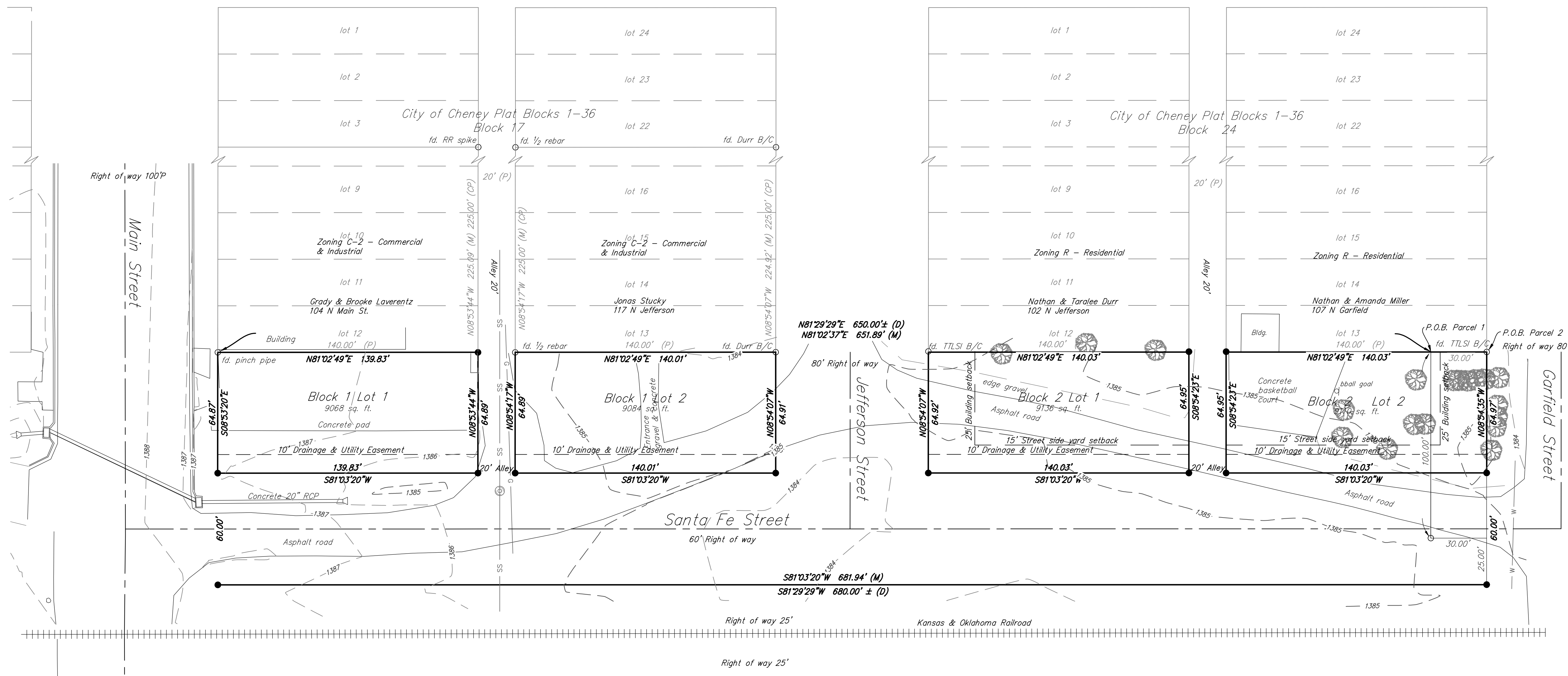


SURVEY LEGEND

- Found Survey Monument
- Set Survey Monument
- 1/2" rebar with S-E CLS#59 yellow cap
- (M) Measured
- (D) Deeded
- (C) Calculated



E. 1st Avenue



GENERAL NOTES

Owner/Developer: City of Cheney, Kansas, a municipal corporation
P.O. Box 1
P.P. Cheney, KS 67025

This property is not in the 100 year floodplain. It is in Zone X (unshaded), which is defined as Areas determined to be outside the 0.2% annual chance floodplain, as per FIRM Map Number 20155C0850F, effective date 01/06/2010.

The Property is in the City Limits of Cheney, Kansas.

Boundary Area: 85,183 sq. ft. 1.96 Acre

Current land use: Street, Residential, Commercial Land
Zoning: Block 1 lots 1 and 2 (C-2) Commercial and Industrial
Block 2 lots 1 and 2 (R) Residential

All zoning information was taken from the City of Cheney Zoning information.

Drawing Prepared December 6, 2021
File: 21W038 Cheney Plat Santa Fe St

Field survey work completed: November 2021
Utilities were located by Schwab Eaton field crew visual observations and one-call located markings. One call ticket #21499071

Horizontal Datum: Assumed Coordinates

Contour Intervals = 1 foot

All sanitary sewer, storm sewer, water, and streets shall be constructed according to Kansas Department of Health and Environment and Sedgwick County Standards. Improvements shall be financed and their installation guaranteed by the State of Kansas.

Utility size and location to be addressed on Drainage Plan and Utility Plan and will be submitted to the City.

Minimum building pad elevations shall be provided with the site plan when presented to the City.

BENCHMARK DATA

Site Benchmark (BM): "0" in OPEN on top of fire hydrant located in the Northwest corner of South Avenue & Main Street. Elev. = 1386.11 (NAVD 88)

Datum Benchmark: USGS standard tablet stamped Y312 1956 in the South end of the West headwall of RCB. 148 feet North and 11 feet West of crossroads of 6th & Hoover streets (375th St. West & 31st St. South) North of SWc of 4-285-4W
Elev. = 1366.93 (NAVD 88)

LEGAL DESCRIPTION:

Parcel 1
Beginning at a point that is on the South line of and 30 feet Westerly of the Southeast corner of Block 24 in the Supplemental Plat of Cheney, Sedgwick County, Kansas; thence on an assumed bearing of South 08°30'31" East, a distance of 100 feet; thence North 81°29'29" East, a distance of 30 feet; thence South 08°30'31" East on the extended West Right of way line of Garfield Street Right of way, a distance of 25 feet to a point 25 feet and normally distant from the centerline of the main track of the Kansas and Oklahoma Railroad; thence South 81°29'29" West and parallel to said centerline of main track, a distance of 680 feet more or less to the East Right of way of Main Street; thence Northwesterly along the extended East Right of way line of Main Street, a distance of 125 feet to the Southwest corner of Block 17 in the Supplemental Plat of Cheney; thence North 81°29'29" East along the South line of said Supplemental Plat of Cheney, a distance of 650 feet more or less to the point of beginning.

AND ALSO

Parcel 2
That portion of vacated Garfield Street described as beginning at the Southeast corner of Block 24, Supplemental Plat of Cheney, Sedgwick County, Kansas, thence on an assumed bearing of South 81°29'29" West along the South line of said Block 24, a distance of 30 feet; thence South 08°30'31" East, a distance of 100 feet; thence North 81°29'29" East, a distance of 30 feet; thence Northwesterly along the extended West Right of way line of Garfield Street, a distance of 100 feet to the point of beginning.

Charles R. Robinson, P.S. #1395
Schwab-Eaton

