



## MEETING OF THE COUNCIL MEETING

Council Chambers, City Hall – 131 N Main St

March 09, 2023 at 7:00 PM

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### AGENDA

HONORABLE MAYOR MIZE AND MEMBERS OF THE COUNCIL

CALL REGULAR MEETING TO ORDER

MEMBERS PRESENT

PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

PRAYER

DETERMINE AGENDA ADDITIONS

#### CONSENT AGENDA

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

A) Minutes of the February 9, 2023 Council Meeting

B) **Building Permits**

Roofing - 411 Garfield - Eaton Roofing

Roofing - 219 W 1st Ave - Eaton Roofing

Roofing - 564 Bob White - Eaton Roofing

Roofing - 313 Birch Ct - Eaton Roofing

Shed - 721 N Filmore - Bill Simmons

Roofing - 546 Bob White - Eaton Roofing

Mechanical - 406 W 3rd - Fenix Heating & Cooling

Electrical - 406 W 3rd - Linnebur Electric

Mechanical - 406 W 3rd - Kruse Corporation

Building - 826 Lincoln - Titan Construction

Fence - 300 Evergreen - Danler Home Improvement

Roofing - 528 E 6th - Eaton Roofing

Roofing - 311 Lincoln - Eaton Roofing

Roofing - 311 Lincoln - Eaton Roofing

Mechanical - 205 E 2nd - Jacobs Enterprises  
Building - 526 Allison - Gregg Schell

C) Bills List February, 2023

Motion: Approve consent agenda as listed/amended.

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

**OLD BUSINESS**

**NEW BUSINESS**

- 1) CONSIDERATION OF ORDINANCE 948: AN ORDINANCE ADDRESSING SUBURBAN AND RURAL ROADWAY DESIGN BY ADDING SECTION 16-337A TO THE CODE OF THE CITY OF CHENEY, KANSAS AND REPEALING ALL CONFLICTING ORDINANCES OR PORTION THEREOF**  
Council requested at the February 9, 2023 meeting to present an Ordinance decreasing the 2.5 acre lot size to 2 acres after discussion on a potential development by Bret Albers.

Motion: Approve Ordinance 948 and authorize Mayor to sign.

Roll Call Vote: Albers\_\_\_\_, Gile\_\_\_\_, Graf\_\_\_\_, Kampling\_\_\_\_, Williams\_\_\_\_

- 2) CONSIDERATION OF ORDINANCE 949: AN ORDINANCE PROVIDING FOR BONDING OF OFFICERS AND EMPLOYEES OF THE CITY OF CHENEY, KANSAS BY AMENDING SECTION 1-503 OF THE CODE OF THE CITY OF CHENEY, KANSAS AND REPEALING SECTIONS 9-108 AND 1-318**

Section 1-503 was changed in 2010 to only require the treasurer to be bonded and removed bonding requirements of other positions. Staff is requesting section c be added to 1-503. The city carries an additional insurance policy, but there are exclusions within the insurance policy that does not cover all employees, so there are some instances where it would be beneficial for the city to carry bonds on other positions. Sections 9-108 and 1-318 bonding requirements were not removed from the code in 2010 when section 1-503 was amended.

Motion: Approve Ordinance 949 and authorize Mayor to sign.

Roll Call Vote: Albers\_\_\_\_, Gile\_\_\_\_, Graf\_\_\_\_, Kampling\_\_\_\_, Williams\_\_\_\_

- 3) NATURAL GAS PREPAY PARTICIPATION AGREEMENT AND ORDINANCE 950: AN ORDINANCE AUTHORIZING EXECUTION OF THE NATURAL GAS PREPAY PARTICIPATION AGREEMENT WITH THE KANSAS MUNICIPAL GAS AGENCY AND ALL OTHER NECESSARY DOCUMENTS WITH RESPECT THERETO AND PROVIDING FOR THE PLEDGE OF THE REVENUES OF THE NATURAL GAS UTILITY SYSTEM OF THE CITY TO SECURE SUCH AGREEMENT**

KMGA member cities can elect to participate in a Prepay Gas Supply Project by adopting an Ordinance and approving an agreement. Each city that elects to participate will determine what percentage of their gas they would like to allocate towards the prepay project. These allocated gas quantities receive a discount, expected at a minimum of .33. Each city that

wants to participate enters into an agreement with KMGa, which mirrors the agreement between KMGa and MMGA, and passes through the benefit and obligation. The term of the contract is for 30 years and commits KMGa to "take and pay" for the stated gas volumes. An initial gas price discount will be established and locked in for the initial period of 5-6 years. If the discount falls below the minimum discounted rate, then the agreement can be terminated or stay in the program at the new discounted rate. There will be an Administration fee of .04. The City and KMGa do not prepay for the natural gas; however, bonds are issued by MMGA to prepay for the gas that is allocated towards the project.

Council previously agreed to the program in 2019 for 35%, but the deal was not completed due to changes in the market.

Based on the 3-year monthly average of gas usage, if the city were to assign 50% to the prepay project, possible savings would be \$13,493.37. In comparison to the annual gas purchases, in 2022, purchases were \$567,000, resulting in a potential 2% annual cost savings, and in 2020 annual gas purchases were \$268,000, resulting in a potential 5% annual cost savings, with the 30 year agreement. Allocations are based on daily volumes. If Council is interested in proceeding with the project, a percentage of the city's volume will need to be determined.

Motion: Adopt Ordinance 950 and execute the prepay participation agreement with KMGa with gas volumes at \_\_\_\_% of the 3-year monthly average, authorizing Mayor to sign.

Roll Call Vote: Albers\_\_\_\_, Gile\_\_\_\_, Graf\_\_\_\_, Kampling\_\_\_\_, Williams\_\_\_\_

**4) APPROVAL OF INTERNAL 10-YEAR LOAN AGREEMENT WITH THE CHENEY PUBLIC LIBRARY WITH A 5-YEAR BALLOON**

In 2013, a loan to fund the library remodel was set up on a 20-year amortization schedule with a 5-year balloon payment. A Loan renewal was done in 2018, which left the initial interest rate the same at 3% and the annual payment at \$11,561.10. The agreement states that interest rate will be set at 2% over the 1-year CD rate offered from Citizens State Bank. The interest rate will be adjusted every 5 years if it differs from the current rate by at least 0.5%. Currently, the CD interest rate is 3.05%, which would increase the interest rate of the loan from 3% to 5.05% and increase the annual payment for the library from \$11,561.10 to \$12,846.10.

Motion: Approve the renewal of the internal loan with Cheney Public Library authorizing Mayor Mize to sign.

**5) CONSIDERATION OF MAYOR MIZE'S APPOINTMENT FOR THE LIBRARY BOARD**

Mayor Mize requests Council's confirmation on the following appointment, due to a vacancy on the board. Library board terms are for 4 years, but the appointment will be until 2026 to fill the vacancy:

Library Board member    Leslie Leroux            3 year term

Motion: Confirm the Mayor's appointment.

**REPORTS**

**Police Report**

[6\)](#) Court Report

[7\)](#) March Police Report

**Fire Report**

[8\)](#) February 2023 Fire Report

**Maintenance Report**

[9\)](#) Maintenance Report

[10\)](#) Water Report

[11\)](#) Gas Report

[12\)](#) Trash Report

**Golf Course Report**

[13\)](#) Golf Report

**Administrator's Report**

[14\)](#) Administrator's Report

**ATTORNEY'S ITEMS**

**CLERK REPORT**

[15\)](#) Clerk Report

**MAYOR'S ITEMS**

Mayor Philip Mize

**COUNCIL ITEMS**

Councilmember Albers

Councilmember Gile

Councilmember Graf

Councilmember Kampling

Councilmember Williams

**EXECUTIVE SESSION**

**ADJOURN**

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

## **WORKSHOP- SWIMMING POOL**



## COUNCIL MEETING

Council Chambers, City Hall – 131 N Main St

February 09, 2023 at 7:00 PM

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## 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 7:00pm. Council Members Greg Kampling, Greg Williams, Kassie Gile, and Jeff Albers were present. Councilmember Graf arrived at 7:08 PM. Staff present were City Administrator Danielle Young, City Clerk Angie Gassmann, Police Chief Winter, Maintenance Superintendent/Fire Chief Jerry Peitz, Director of Golf Kevin Fowler and Attorney Austin Parker. Guests present were Tricia Parker, Travis Mounts-TSN News, Cody Young-Assistant Fire Chief, Bret Albers, David Rich, James Krstolich-Ideatek, John Riggins-Kirkham Michael, Justin Harris-Ideatek.

#### PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

#### PRAYER

#### DETERMINE AGENDA ADDITIONS

#### CONSENT AGENDA

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

Sign - Steve Grimes-Flynco - 1110 N Main

Sign - Steve Grimes-Flynco - 1110 N Main

Roofing - Eaton - 102 N Washington

Roofing - Eaton - 104 N Washington

Roofing - Eaton - 540 Bob White

Roofing - Yardley Roofing - 512 E 6th

B) Bills List January 11, 2023 and January 31, 2023

C) Minutes of the January 12, 2023 Council Meeting

Motion to approve consent agenda as listed.

Motion made by Councilmember Gile, Seconded by Councilmember Kampling.

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

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

**OLD BUSINESS**

**NEW BUSINESS**

**DISCUSSION OF FIRE STATION DESIGNS**

The Council approved Kansas Code Plans to put together a design for the Fire Station addition. Six different design options were presented and staff narrowed it down to their top three. Council felt the first design option would look best for the side facing Main Street and the second design option with some brick to tie it into the Main Street side would be best for the Fifth Street side. Assistant Fire Chief Cody Young mentioned that the Station 61 and Cheney Fire signage on the building could be switched around from what was shown on the drawings.

**CONSIDERATION OF SELECTING AN ENGINEER FOR THE COST SHARE GRANT PROJECT**

The City of Cheney received a KDOT Cost Share Grant to install ADA curb ramps on existing sidewalk routes in Cheney. The grant will cover 85% of construction costs, up to \$91,392. The city is responsible for the 15% match plus engineering, Right-of-way, Utilities, and costs that exceed the state award. A formal agreement from the State on the grant has not yet been received.

The City sent out a Request for Qualifications on January 10, 2023 to eight engineering firms to provide preliminary engineering services, (surveying, design, plan and spec production, assistance in bid letting) and construction engineering (pre-construction conference, consultation, shop-drawing review, pt field observation, pay request review and final walk through). Two RFQ's were received by the deadline at 10am on February 3rd, 2023.

Administrator Young discussed that the two RFQ's were reviewed by 3 staff members. They were both similar in experience, KDOT Cost Share and ADA curb ramp experience, and sidewalk experience. The staff made a recommendation to use Kirkham Michael as the engineer for the project.

Motion: Select and hire Kirkham Michael for a contract amount of \$18,000 to provide preliminary and design engineering not to exceed \$10,000 for construction engineering services on the Cost Share Grant Project, authorize Mayor to sign contract after legal review, and authorize use of American Rescue Plan Funds for payment.

Motion made by Councilmember Albers, Seconded by Councilmember Graf.

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

**IDEATEK FIBER BUILD**

James Krstolich with Ideatek discussed implementing fiber optic throughout the City of Cheney. He mentioned they would like to get started on the preconstruction phase of the project to determine where to begin installation of the fiber. Ideatek met with City staff to review concerns of congested areas and easement access regarding backyards and fences. Councilmember Albers wanted to know the projected time frame. Krstolich felt that once construction began, they could have the fiber in place withing 90 to 120 days depending on ground crews and existing infrastructure. It was discussed that existing wireless customers in the City will be able to convert over to the fiber. Ideatek discussed that they had no intention to remove the antenna from the water tower enabling customers outside the City to still access their services. David Rich, IT support for the City of Cheney, felt that this would be a good thing for the City to provide faster service and competitive pricing for residents.

**DISCUSSION OF RURAL ROADWAY DESIGN**

Councilmember Albers recused himself from the agenda item discussion and voting due to conflict of interest.

Bret Albers spoke to Council regarding Ordinance 855 that was adopted August 9, 2012 and requested that the City decrease the minimum required lot size of 2.5 acres to a minimum of 2.0 acres for suburban and rural roadway construction. He is interested in creating a housing development at 383rd St S and 23rd St W., North of the Seiler addition. They will eventually want to annex this property into the City to take advantage of the City's utility infrastructure to provide water, sewer, and gas to the lots. It was discussed what type of sewer structure would be installed. Bret Albers felt they could increase the lot size but that would reduce the number of lots and increase lot prices. Councilmember Kampling was questioning how we would provide the sewer to the development, whether it would be a lift station or a pressurized system. Superintendent Peitz felt we would have to consult with our engineers. Administrator Young stated she could not find any reasoning as to why the ordinance size is based on 2.5 acres. Council requested that Staff draw up an Ordinance to amend Ordinance 855 to minimum 2.0-acre lot size and present it at the next council meeting in March.

**CONSIDERATION OF PURCHASING NEW RADARS FOR POLICE DEPARTMENT**

Police Chief Ken Winter requested the purchase of 3 new radar units, plus wireless remotes. The current Stalker radars were purchased in 2013.

Quotes were received from three companies:

Kustom Signals: \$7,770.75

Stalker Radar: \$10,872

MPH: \$5,940

Currently, the Police Department is using Stalker Radars that were purchased in 2013. Stalker had been around for 20 years and provides excellent customer service. MPH is not serviced locally and the price is lower because they have the State Bid Price, but even the Kansas Highway Patrol is not utilizing them. Kustom Signals is located in NE Kansas/KC Metro area, and are not used much in the state of Kansas. Chief Winter recommends Stalker Radar since staff is already trained and certified on them, they have a good reputation, and excellent customer service and no problems with them. Attorney Parker mentioned how valuable it is to have radars that are less than 10 years old. He stated you want



a product the Police Department is already trained on and has been around for some time from a prosecutor's standpoint. He strongly supported the choice of Stalker Radars. Administrator Young reminded Council that the City does have a procurement policy that allows the council to reject quotes based on other factors than lowest bid.

Motion: Approve the purchase of three radars from Stalker Radar not to exceed \$10,872 and authorize utilization of American Rescue Plan funds for the purchase.

Motion made by Councilmember Albers, Seconded by Councilmember Graf.

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

#### **CONSIDERATION OF PARTNERSHIP AGREEMENT TO UTILIZE CIVICREADY PRO SYSTEM WITH SEDGWICK COUNTY**

Sedgwick County presented an agreement between the County and cities to utilize the CivicReady platform to notify residents of community bulletins, public safety alerts, and public health alerts. A city staff member will have access to the system to push out community bulletins and boil water advisories and the County will push out health and safety alerts. Residents will have to sign up for the alerts. There is no cost to the city to utilize the platform.

Motion: Approve partnership agreement to utilize CivicReady Pro System with Sedgwick County and authorize Mayor to sign upon legal review.

Motion made by Councilmember Kampling, Seconded by Councilmember Graf.

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

#### **CONSIDERATION OF PURCHASING BERMUDA SEED FOR MULTI-USE FIELDS AT SPORTS COMPLEX**

The LWCF grant was approved to develop the acreage north of the parking lot into multi-use fields, sidewalk, basketball court, and water line.

Staff discussed the project and devised a plan to overseed the existing groundcover with Bermuda seed this summer, if irrigation is installed in time.

Half of the cost is covered by the LWCF grant, up to the total approved project of \$74,294.

Three quotes were received to purchase Bermuda seed:

Simplot: \$5,500

Helena: \$6,000

Harrells: \$6,499

Motion: Purchase Bermuda seed for Multi-use fields in the amount of \$5,500 from Simplot.

Motion made by Councilmember Kampling, Seconded by Councilmember Graf.

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

## REPORTS

### Police Report

Chief Winter reported that Dare graduation for 5<sup>th</sup> grade students will take place on Tuesday, February 14<sup>th</sup> at 1 PM in the elementary old gym. He mentioned he is working with Administrator Young on a \$6200 grant for new body cameras with tasers that work hand in hand together. It is a matching grant but felt there are funds available from VIN inspections that could be utilized. The new police vehicle is scheduled to be delivered sometime later this month.

### Fire Report

Chief Peitz stated he will be attending a Chief meeting in Derby this Saturday, February 11, 2023.

### Maintenance Report

Maintenance Superintendent Jerry Peitz reported that staff removed the backfill dirt from the water line installation on Santa Fe and will continue to make one or two more passes over the area once it dries up. They also completed dirt work around the two courts to allow for better water drainage. The forklift listed on Purplewave is currently selling for \$7800. They have looked at two tractors in Severy, KS but felt they were in the middle on whether they would be a good purchase or not. Prairieland Partners has a used 5075 John Deere tractor with 250 hours located in Emporia, KS for \$54,500. Schmidt and Sons has a Massy Ferguson that has a list price of \$90K, but with government pricing it would drop to \$70K or with a trade it would be \$62K. They are also watching 2 Ford tractors on Purplewave with current bids of \$30K, & \$31K. Councilmember Kampling mentioned there is a tractor that is coming up for sale on a Hillman Auction.

### Golf Course Report

Director of Golf Kevin Fowler reported he hired an assistant that started this week, Jacob Fogarty. He has 5 years of experience outside of college. He reported that 139 rounds were played last Sunday. They will be updating the point-of-sale system to the new Golf Now system upgrade with plans to go live in a couple weeks after training is completed.

### Administrator's Report

Administrator Danielle Young discussed that Greg Trembley requested financial sponsorship for the Chain Gang bicycle race. Precision Plumbing is working him a deal on port a potty's, D'Mario's Pizza is providing 20 single topping pizzas for \$10 each. Councilmember Kampling and Albers both felt that the race brings a good amount of business into the city.

Motion: Spend \$200 towards sponsorship of the bicycle race.

Motion made by Councilmember Kampling, Seconded by Councilmember Williams.

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

Administrator Young also mentioned that she has been talking with Grady Laverentz regarding parking on the south side of Hutch Clinic. Grady owns about 20 ft south of hutch clinic that has an existing entrance and a mixture of ground cover. He is requesting to pour concrete to add additional parking on the south side. There is a culvert that limits diagonal paring on north and south. There would need to

be a barricade or parking barrier on the west side to force cars to exit out on Santa Fe. This would add 4, maybe 5, parking stalls on south side for the City. The expense to the City for the additional concrete on the South would be \$6500, if done at same time as the North side of lot. Administrator Young states that she is not sure the cost is worth adding 4 or 5 additional stalls on the South. Councilmember Albers suggested that we get rid of the driveway access and add curbing to get more than 4 spaces on Main Street and make an entrance off of Santa Fe for Grady's parking lot. Councilmember Kampling did not feel it was worth \$6500 to add 4 or 5 stalls.

Administrator Young asked Chief Winter to discuss their findings on the speeds on 6<sup>th</sup> St. Chief Winter reported that there were 512 vehicles viewed and 3 citations for speeding issued. Councilmember Graf inquired what the highest speed was. Chief Winter reported the 3 ranged from 42-44mph. Chief Winter mentioned that it always appears that cars are going faster than they actually are. It was discussed placing a four way stop at the intersection of Sunset and 6<sup>th</sup>, as well as, placing a crosswalk for the safety of children. The need for a flashing pedestrian crosswalk sign was also discussed. Chief Winter offered to watch the area for foot traffic before a decision is made. Council felt this would be a good idea. Chief Winter updated council that the truck route had been discussed with Lubbers and they will be encouraging their drivers to use the truck routes in town.

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

Attorney Austin Parker had nothing to report.

#### **CLERK REPORT**

Clerk Angie Gassmann reminded councilmembers to take the gas awareness survey that was sent out in the utility bills. It can also be accessed by visiting the City's website.

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

Mayor Philip Mize had nothing to report.

#### **COUNCIL ITEMS**

Councilmember Albers wanted to thank City staff for the great job that they do.

Councilmember Gile had nothing to report.

Councilmember Graf had nothing to report.

Councilmember Kampling had nothing to report.

Councilmember Williams had nothing to report.

#### **ADJOURN**

Motion to adjourn at 9:21 pm.

Motion made by Councilmember Albers, Seconded by Councilmember Graf.

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



Philip Mize, Mayor

Attest:

Angie Gassmann, City Clerk

**COMPREHENSIVE PLAN GOALS- WORKSHOP**

**POOL DESIGN- WORKSHOP**

## INVOICE APPROVAL LIST BY FUND REPORT

Date: 02/07/2023  
 Time: Item C)  
 Page: 1

City of Cheney

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
<b>Fund: 010 GENERAL OPERATING</b>							
<b>Dept: 001.000 GENERAL</b>							
010-001.000-714.000	HOSPITALIZATIC BLUE CROSS BLUE SHIELD OF		MARCH STATEMENT	0	02/20/2023	02/20/2023	1,607.03
							<b>1,607.03</b>
010-001.000-714.100	LIFE INSURANC KCL GROUP BENEFITS		MARCH STATEMENT	0	02/20/2023	02/20/2023	47.11
							<b>47.11</b>
010-001.000-718.000	OFFICE SUPPLI QUILL CORPORATION///		OFFICE SUPPLIES	0	02/20/2023	02/20/2023	62.58
							<b>62.58</b>
010-001.000-726.000	OTHER COMMC SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	69.40
	SUMNER ONE		COMMODITIES FOR CITY HALL	0	02/20/2023	02/20/2023	99.98
							<b>169.38</b>
010-001.000-734.000	INSURANCE & E EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	02/20/2023	02/20/2023	1,529.69
							<b>1,529.69</b>
010-001.000-735.100	TELEPHONE VERIZON WIRELESS MESSAGIN		MONTHLY STATEMENT	0	02/20/2023	02/20/2023	41.37
							<b>41.37</b>
010-001.000-735.200	ELECTRIC SER EVERGY		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	272.76
							<b>272.76</b>
010-001.000-737.000	OTHER CONTR SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	13.98
	SMITH/WINDOW//		CITY HALL/SR CENTER WINDOWS	0	02/20/2023	02/20/2023	30.00
	UNIQUE ENTERPRISES		CITY HALL SERVICES	0	02/20/2023	02/20/2023	375.00
	UNIQUE ENTERPRISES		OFFICE SERVICES	0	02/24/2023	02/24/2023	225.00
							<b>643.98</b>
010-001.000-737.100	POSTAGE PETTY CASH FUND///		MISCELLANEOUS PETTY CASH	0	02/24/2023	02/24/2023	25.00
							<b>25.00</b>
<b>Total Dept. GENERAL:</b>							<b>4,398.90</b>
<b>Dept: 002.000 POLICE</b>							
010-002.000-714.000	HOSPITALIZATIC BLUE CROSS BLUE SHIELD OF		MARCH STATEMENT	0	02/20/2023	02/20/2023	9,899.49
							<b>9,899.49</b>
010-002.000-714.100	LIFE INSURANC KCL GROUP BENEFITS		MARCH STATEMENT	0	02/20/2023	02/20/2023	25.14
							<b>25.14</b>
010-002.000-726.000	OTHER COMMC SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	327.33
							<b>327.33</b>
010-002.000-730.000	PROFESSIONAL THE RADAR SHOP		POLICE SERVICES	0	02/20/2023	02/20/2023	37.50
							<b>37.50</b>
010-002.000-732.000	DUES AND TRAI SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	
	UNIVERSITY OF KANSAS		GRANT COOK CLASSES	0	02/20/2023	02/20/2023	

Date: 02/27/2022  
Time: Item C)  
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City of Cheney

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							347.87
010-002.000-733.000	TRAVEL EXPEN SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	243.52
							243.52
010-002.000-734.000	INSURANCE & E EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	02/20/2023	02/20/2023	926.44
							926.44
010-002.000-735.100	TELEPHONE VERIZON WIRELESS MESSAGIN		MONTHLY STATEMENT	0	02/20/2023	02/20/2023	134.11
							134.11
010-002.000-735.200	ELECTRIC SER\		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	43.65
	EVERGY						43.65
010-002.000-737.000	OTHER CONTR\		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	107.49
	INTRUST CARD CENTER		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	105.00
	SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	02/20/2023	02/20/2023	80.02
	VERIZON WIRELESS MESSAGIN						292.51
010-002.000-737.100	POSTAGE		MISCELLANEOUS POSTAGE	0	02/24/2023	02/24/2023	2.22
	PETTY CASH///						2.22
							12,279.78
Total Dept. POLICE:							12,279.78
Dept: 002.100 MUNICIPAL COURT							
010-002.100-714.000	HOSPITILIZATIC		MARCH STATEMENT	0	02/20/2023	02/20/2023	199.86
	BLUE CROSS BLUE SHIELD OF						199.86
010-002.100-733.000	TRAVEL EXPEN		CHRISTOPHERS MILEAGE	0	02/20/2023	02/20/2023	52.40
	SO CENTRAL KS COURT SERVI						52.40
010-002.100-737.000	OTHER CONTR\		COURT ATTORNEY	0	02/20/2023	02/20/2023	536.00
	RITCHA/BRANDON//						536.00
010-002.100-737.100	POSTAGE		MISCELLANEOUS PETTY CASH	0	02/24/2023	02/24/2023	16.26
	PETTY CASH FUND///						16.26
							804.52
Total Dept. MUNICIPAL COURT:							804.52
Dept: 003.000 FIRE							
010-003.000-726.000	OTHER COMMC		FIRE RADIO BATTERY	0	02/20/2023	02/20/2023	452.76
	MOTOROLA SOLUTIONS INC						452.76
010-003.000-734.000	INSURANCE & E		MONTHLY STATEMENT	0	02/20/2023	02/20/2023	1,291.30
	EMC INSURANCE COMPANIES//						1,291.30
010-003.000-735.100	TELEPHONE		SHOP & FIRE PHONES	0	02/21/2023	02/21/2023	30.77
	AT&T #3///						30.77
010-003.000-735.200	ELECTRIC SER\		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	14
	EVERGY						213.76

## INVOICE APPROVAL LIST BY FUND REPORT

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010-003.000-737.000	OTHER CONTR/						
	SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	300.00
	VERIZON WIRELESS MESSAGIN		MONTHLY STATEMENT	0	02/20/2023	02/20/2023	40.01
							<b>340.01</b>
						<b>Total Dept. FIRE:</b>	<b>2,328.60</b>
<b>Dept: 004.000 PARKS &amp; POOLS</b>							
010-004.000-714.000	HOSPITALIZATIC						
	BLUE CROSS BLUE SHIELD OF		MARCH STATEMENT	0	02/20/2023	02/20/2023	63.30
							<b>63.30</b>
010-004.000-734.000	INSURANCE & E						
	EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	02/20/2023	02/20/2023	482.95
							<b>482.95</b>
010-004.000-735.200	ELECTRIC SER\						
	EVERGY		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	180.97
							<b>180.97</b>
010-004.000-739.000	EQUIPMENT PA						
	SALINA SUPPLY COMPANY///		WATER DEPT PARTS	0	02/20/2023	02/20/2023	325.77
	SALINA SUPPLY COMPANY///		WATER DEPT PARTS	0	02/21/2023	02/21/2023	103.28
	SALINA SUPPLY COMPANY///		BALL FIELD PARTS	0	02/23/2023	02/23/2023	98.66
							<b>527.71</b>
						<b>Total Dept. PARKS &amp; POOLS:</b>	<b>1,254.93</b>
<b>Dept: 005.000 STREET LIGHT</b>							
010-005.000-735.000	PUBLIC UTILITY						
	EVERGY		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	24.64
							<b>24.64</b>
						<b>Total Dept. STREET LIGHT:</b>	<b>24.64</b>
<b>Dept: 006.000 STREET MAINT.</b>							
010-006.000-714.000	HOSPITALIZATIC						
	BLUE CROSS BLUE SHIELD OF		MARCH STATEMENT	0	02/20/2023	02/20/2023	0.00
	BLUE CROSS BLUE SHIELD OF		MARCH STATEMENT	0	02/20/2023	02/20/2023	792.31
							<b>792.31</b>
010-006.000-734.000	INSURANCE & E						
	EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	02/20/2023	02/20/2023	382.84
							<b>382.84</b>
010-006.000-736.000	BUILDING/GROU						
	TIWETMEYER'S ELECTRICAL		MAINTENANCE BLDG SERVICES	0	02/20/2023	02/20/2023	58.74
							<b>58.74</b>
010-006.000-739.000	EQUIPMENT PA						
	FARM SUPPLY LLC		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	44.85
	SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	175.02
							<b>219.87</b>
						<b>Total Dept. STREET MAINT.:</b>	<b>1,453.76</b>
<b>Dept: 008.000 SENIOR CITIZENS</b>							
010-008.000-734.000	INSURANCE & E						
	EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	02/20/2023	02/20/2023	153.12
							<b>153.12</b>
010-008.000-735.200	ELECTRIC SER\						
	EVERGY		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	

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010-008.000-737.000	OTHER CONTR/ SMITH/WINDOW//		CITY HALL/SR CENTER WINDOWS	0	02/20/2023	02/20/2023	25.00
							<b>25.00</b>
							<b>Total Dept. SENIOR CITIZENS: 240.51</b>
<b>Dept: 012.000 GOLF COURSE</b>							
010-012.000-714.000	HOSPITALIZATIC BLUE CROSS BLUE SHIELD OF		MARCH STATEMENT	0	02/20/2023	02/20/2023	2,631.58
							<b>2,631.58</b>
010-012.000-714.100	LIFE INSURANC KCL GROUP BENEFITS		MARCH STATEMENT	0	02/20/2023	02/20/2023	6.91
							<b>6.91</b>
010-012.000-719.000	GAS & OIL FARM SUPPLY LLC		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	136.77
							<b>136.77</b>
010-012.000-726.000	OTHER COMMC SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	11.00
							<b>11.00</b>
010-012.000-733.000	TRAVEL EXPEN FOWLER/KEVIN//		Mileage for Kevin	0	02/27/2023	02/27/2023	82.54
							<b>82.54</b>
010-012.000-734.000	INSURANCE & E EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	02/20/2023	02/20/2023	1,571.86
							<b>1,571.86</b>
010-012.000-735.100	TELEPHONE VERIZON WIRELESS MESSAGIN		MONTHLY STATEMENT	0	02/20/2023	02/20/2023	41.34
							<b>41.34</b>
010-012.000-735.200	ELECTRIC SER\ EVERGY		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	1,408.46
							<b>1,408.46</b>
010-012.000-736.000	BUILDING/GROL CHENEY DOOR COMPANY, INC/ FARM SUPPLY LLC		GOLF COURSE REPAIRS	0	02/23/2023	02/23/2023	829.00
			MONTHLY STATEMENT	0	02/27/2023	02/27/2023	54.00
							<b>883.00</b>
010-012.000-736.110	GOLF COURSE SIMPLOT PARTNERS OF OKC		GOLF COURE CHEMICALS	0	02/27/2023	02/27/2023	16,217.50
							<b>16,217.50</b>
010-012.000-736.200	FOOD & BEVER. CHERRY OAKS GOLF COURSE		GOLF COURSE FOOD PRODUCTS	0	02/20/2023	02/20/2023	233.70
	PEPSI-COLA		GOLF COURSE BEVERAGES	0	02/20/2023	02/20/2023	305.81
	ROASTER JOES INC		GOLF COURSE BEVERAGES	0	02/24/2023	02/24/2023	132.32
							<b>671.83</b>
010-012.000-736.320	MERCHANDISE TITLEIST		GOLF COURSE MERCHANDISE	0	02/23/2023	02/23/2023	2,702.23
							<b>2,702.23</b>
010-012.000-736.400	BEER PURCHAS CHERRY OAKS GOLF COURSE		GOLF COURSE BEER PRODUCTS	0	02/20/2023	02/20/2023	483.64
	CHERRY OAKS GOLF COURSE		GOLF COURSE BEER PRODUCTS	0	02/24/2023	02/24/2023	196.78
							<b>680.42</b>
010-012.000-737.000	OTHER CONTR/ NEW MEDICAL HEALTHCARE LL		NEW GOLF EMPLOYEE	0	02/20/2023	02/20/2023	35.00



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							<b>35.00</b>
010-012.000-738.000	ADVERTISING						
	TIMES-SENTINEL///		GOLF COURSE ADVERTISING	0	02/21/2023	02/21/2023	17.50
							<b>17.50</b>
010-012.000-739.000	EQUIPMENT PA						
	FARM SUPPLY LLC		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	67.38
	KANSAS GOLF AND TURF, INC.		GOLF COURSE PARTS	0	02/20/2023	02/20/2023	2,453.47
	MAXIMUM OUTDOOR EQUIPME		GOLF COURSE PARTS	0	02/20/2023	02/20/2023	23.79
	PROFESSIONAL TURF PRODUC		GOLF COURSE PARTS	0	02/21/2023	02/21/2023	167.45
	R & R PRODUCTS, INC.		GOLF COURSE PARTS	0	02/20/2023	02/20/2023	652.75
	R & R PRODUCTS, INC.		GOLF COURSE PARTS	0	02/22/2023	02/22/2023	294.78
	SAFETY-KLEEN		GOLF COURSE PARTS	0	02/20/2023	02/20/2023	240.10
	SAFETY-KLEEN		GOLF COURSE PARTS	0	02/23/2023	02/23/2023	178.10
							<b>4,077.82</b>
							<b>Total Dept. GOLF COURSE: 31,175.76</b>
<b>Dept: 025.000</b>	<b>TRASH SERVICE</b>						
010-025.000-737.000	OTHER CONTRA						
	BROADSTROKE INC		FEBRUARY STATEMENT	0	02/20/2023	02/20/2023	113.60
							<b>113.60</b>
010-025.000-737.100	POSTAGE						
	BROADSTROKE INC		FEBRUARY STATEMENT	0	02/20/2023	02/20/2023	119.92
							<b>119.92</b>
							<b>Total Dept. TRASH SERVICE: 233.52</b>
<b>Dept: 091.000</b>	<b>INDUSTRIAL DEVELOPM</b>						
010-091.000-726.000	OTHER COMMC						
	SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	100.00
							<b>100.00</b>
							<b>Total Dept. INDUSTRIAL DEVELOPMENT: 100.00</b>
							<b>Fund GENERAL OPERATING: 54,294.92</b>
<b>Fund: 026</b>	<b>GIFTS &amp; MEMORIALS</b>						
<b>Dept: 000.000</b>							
026-000.000-726.000	OTHER COMMC						
	PETTY CASH FUND///		MISCELLANEOUS PETTY CASH	0	02/24/2023	02/24/2023	100.00
							<b>100.00</b>
							<b>Total Dept. 000000: 100.00</b>
							<b>al Fund GIFTS &amp; MEMORIALS: 100.00</b>
<b>Fund: 030</b>	<b>SEWER</b>						
<b>Dept: 000.000</b>							
030-000.000-714.000	HOSPITALIZATIC						
	BLUE CROSS BLUE SHIELD OF		MARCH STATEMENT	0	02/20/2023	02/20/2023	2,149.12
							<b>2,149.12</b>
030-000.000-714.100	LIFE INSURANC						
	KCL GROUP BENEFITS		MARCH STATEMENT	0	02/20/2023	02/20/2023	6.99
							<b>6.99</b>
030-000.000-734.000	INSURANCE & E						
	EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	02/20/2023	02/20/2023	882.29
							<b>882.29</b>
030-000.000-735.100	TELEPHONE						<b>17</b>

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	AT&T #3///		SHOP & FIRE PHONES	0	02/21/2023	02/21/2023	30.80
	VERIZON WIRELESS MESSAGIN		MONTHLY STATEMENT	0	02/20/2023	02/20/2023	13.35
							<b>44.15</b>
030-000.000-735.200	ELECTRIC SER\						
	EVERGY		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	634.66
							<b>634.66</b>
030-000.000-736.000	BUILDING/GROU						
	TIETMEYER'S ELECTRICAL		MAINTENANCE BLDG SERVICES	0	02/20/2023	02/20/2023	58.71
							<b>58.71</b>
030-000.000-737.000	OTHER CONTRI						
	BROADSTROKE INC		FEBRUARY STATEMENT	0	02/20/2023	02/20/2023	113.63
	SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	47.50
	VERIZON WIRELESS MESSAGIN		MONTHLY STATEMENT	0	02/20/2023	02/20/2023	27.61
							<b>188.74</b>
030-000.000-737.100	POSTAGE						
	BROADSTROKE INC		FEBRUARY STATEMENT	0	02/20/2023	02/20/2023	119.89
	PETTY CASH FUND///		MISCELLANEOUS PETTY CASH	0	02/24/2023	02/24/2023	12.68
							<b>132.57</b>
030-000.000-739.000	EQUIPMENT PA						
	FARM SUPPLY LLC		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	57.60
	SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	174.99
							<b>232.59</b>
030-000.000-790.000	PRINCIPAL						
	KS DEPT OF HEALTH & ENVIRO		SEWER LOAN PAYMENT	0	02/20/2023	02/20/2023	10,260.47
							<b>10,260.47</b>
030-000.000-791.000	INTEREST						
	KS DEPT OF HEALTH & ENVIRO		SEWER LOAN PAYMENT	0	02/20/2023	02/20/2023	3,917.70
							<b>3,917.70</b>
						<b>Total Dept. 000000:</b>	<b>18,507.99</b>
						<b>Total Fund SEWER:</b>	<b>18,507.99</b>
<b>Fund: 050 WATER</b>							
<b>Dept: 000.000</b>							
050-000.000-714.000	HOSPITALIZATIC						
	BLUE CROSS BLUE SHIELD OF		MARCH STATEMENT	0	02/20/2023	02/20/2023	1,554.83
							<b>1,554.83</b>
050-000.000-714.100	LIFE INSURANC						
	KCL GROUP BENEFITS		MARCH STATEMENT	0	02/20/2023	02/20/2023	6.98
							<b>6.98</b>
050-000.000-726.000	OTHER COMMC						
	WATER WISE ENTERPRISES LL		WATER DEPT CHEMICALS	0	02/23/2023	02/23/2023	1,596.00
							<b>1,596.00</b>
050-000.000-734.000	INSURANCE & E						
	EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	02/20/2023	02/20/2023	1,611.50
							<b>1,611.50</b>
050-000.000-735.100	TELEPHONE						
	AT&T #3///		SHOP & FIRE PHONES	0	02/21/2023	02/21/2023	30.77
	VERIZON WIRELESS MESSAGIN		MONTHLY STATEMENT	0	02/20/2023	02/20/2023	13.33
050-000.000-735.200	ELECTRIC SER\						
	EVERGY		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	297.48

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							<b>297.48</b>
050-000.000-736.000	BUILDING/GROU						
	TIWETMEYER'S ELECTRICAL		MAINTENANCE BLDG SERVICES	0	02/20/2023	02/20/2023	58.71
							<b>58.71</b>
050-000.000-737.000	OTHER CONTRI						
	BROADSTROKE INC		FEBRUARY STATEMENT	0	02/20/2023	02/20/2023	113.60
	DPC ENTERPRISES, L. P.		CHLORINE CYCLINDER RENTALS	0	02/20/2023	02/20/2023	40.00
	SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	47.50
	VERIZON WIRELESS MESSAGIN		MONTHLY STATEMENT	0	02/20/2023	02/20/2023	27.58
							<b>228.68</b>
050-000.000-737.100	POSTAGE						
	BROADSTROKE INC		FEBRUARY STATEMENT	0	02/20/2023	02/20/2023	119.89
	PETTY CASH FUND///		MISCELLANEOUS PETTY CASH	0	02/24/2023	02/24/2023	34.71
	PETTY CASH///		MISCELLANEOUS POSTAGE	0	02/24/2023	02/24/2023	5.55
							<b>160.15</b>
050-000.000-739.000	EQUIPMENT PA						
	FARM SUPPLY LLC		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	94.81
	SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	174.99
							<b>269.80</b>
050-000.000-740.000	LINE MAINTENA						
	CORE & MAIN		WATER DEPT PARTS	0	02/20/2023	02/20/2023	270.45
	SALINA SUPPLY COMPANY///		WATER DEPT PARTS	0	02/20/2023	02/20/2023	426.26
	SALINA SUPPLY COMPANY///		WATER DEPT PARTS	0	02/21/2023	02/21/2023	518.70
							<b>1,215.41</b>
						<b>Total Dept. 000000:</b>	<b>7,043.64</b>
						<b>Total Fund WATER:</b>	<b>7,043.64</b>
<b>Fund: 060 GAS</b>							
<b>Dept: 000.000</b>							
060-000.000-714.000	HOSPITALIZATIC						
	BLUE CROSS BLUE SHIELD OF		MARCH STATEMENT	0	02/20/2023	02/20/2023	2,248.74
							<b>2,248.74</b>
060-000.000-714.100	LIFE INSURANC						
	KCL GROUP BENEFITS		MARCH STATEMENT	0	02/20/2023	02/20/2023	6.98
							<b>6.98</b>
060-000.000-726.000	OTHER COMMC						
	D.C. & B. SUPPLY, INC.		GAS/WATER DEPT PARTS	0	02/27/2023	02/27/2023	46.96
							<b>46.96</b>
060-000.000-734.000	INSURANCE & E						
	EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	02/20/2023	02/20/2023	905.20
							<b>905.20</b>
060-000.000-735.100	TELEPHONE						
	AT&T #3///		SHOP & FIRE PHONES	0	02/21/2023	02/21/2023	30.77
	VERIZON WIRELESS MESSAGIN		MONTHLY STATEMENT	0	02/20/2023	02/20/2023	13.33
							<b>44.10</b>
060-000.000-735.200	ELECTRIC SER\						
	EVERGY		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	354.93
							<b>354.93</b>
060-000.000-736.000	BUILDING/GROU						
	TIWETMEYER'S ELECTRICAL		MAINTENANCE BLDG SERVICES	0	02/20/2023	02/20/2023	58.71

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060-000.000-737.000	OTHER CONTR/						
	BROADSTROKE INC		FEBRUARY STATEMENT	0	02/20/2023	02/20/2023	113.60
	SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	47.50
	VERIZON WIRELESS MESSAGIN		MONTHLY STATEMENT	0	02/20/2023	02/20/2023	27.58
							<b>188.68</b>
060-000.000-737.100	POSTAGE						
	BROADSTROKE INC		FEBRUARY STATEMENT	0	02/20/2023	02/20/2023	119.89
	PETTY CASH FUND///		MISCELLANEOUS PETTY CASH	0	02/24/2023	02/24/2023	12.66
							<b>132.55</b>
060-000.000-739.000	EQUIPMENT PA						
	D.C. & B. SUPPLY, INC.		GAS/WATER DEPT PARTS	0	02/27/2023	02/27/2023	9.50
	FARM SUPPLY LLC		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	120.21
	SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	174.99
	ZENNER PERFORMANCE		GAS DEPT PARTS	0	02/27/2023	02/27/2023	900.00
							<b>1,204.70</b>
060-000.000-740.000	LINE MAINTENA						
	D.C. & B. SUPPLY, INC.		GAS DEPT PARTS	0	02/20/2023	02/20/2023	199.63
							<b>199.63</b>
060-000.000-760.000	MACHINERY AN						
	D.C. & B. SUPPLY, INC.		GAS/WATER DEPT PARTS	0	02/27/2023	02/27/2023	2,208.00
							<b>2,208.00</b>
						<b>Total Dept. 000000:</b>	<b>7,599.18</b>
						<b>Total Fund GAS:</b>	<b>7,599.18</b>
<b>Fund: 096 LIBRARY OPERATING FUNI</b>							
<b>Dept: 000.000</b>							
096-000.000-723.000	BOOKS						
	BAKER & TAYLOR BOOKS		LIBRARY BOOKS	0	02/20/2023	02/20/2023	250.53
	INTRUST CARD CENTER		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	21.50
							<b>272.03</b>
096-000.000-724.100	CHILDREN'S SE						
	INTRUST CARD CENTER		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	234.66
							<b>234.66</b>
096-000.000-726.000	OTHER COMMC						
	CHENEY LIBRARY///		LIBRARY PETTY CASH	0	02/22/2023	02/22/2023	55.69
							<b>55.69</b>
096-000.000-734.000	INSURANCE & E						
	EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	02/20/2023	02/20/2023	497.75
							<b>497.75</b>
096-000.000-735.200	ELECTRIC SER\						
	EVERGY		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	183.96
							<b>183.96</b>
096-000.000-737.100	POSTAGE						
	CHENEY LIBRARY///		LIBRARY PETTY CASH	0	02/22/2023	02/22/2023	55.18
							<b>55.18</b>
						<b>Total Dept. 000000:</b>	<b>1,299.27</b>
						<b>LIBRARY OPERATING FUND:</b>	<b>1,299.27</b>

Fund: 111 PAYROLL CLEARING FUND

Dept: 000.000

111-000.000-222.000 CHILD SUPPORT

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	KANSAS PAYMENT CENTER		CHILD SUPPORT PAYMENT	0	02/20/2023	02/20/2023	147.69
							<b>147.69</b>
111-000.000-224.000	DENTAL						
	BLUE CROSS BLUE SHIELD OF		MARCH STATEMENT	0	02/20/2023	02/20/2023	796.98
							<b>796.98</b>
111-000.000-228.000	miscellaneous 4						
	BLUE CROSS BLUE SHIELD OF		MARCH STATEMENT	0	02/20/2023	02/20/2023	2,349.59
							<b>2,349.59</b>
						<b>Total Dept. 000000:</b>	<b>3,294.26</b>
						<b>1 PAYROLL CLEARING FUND:</b>	<b>3,294.26</b>
<b>Fund: 117 CAPITAL EQUIPMENT - POL</b>							
<b>Dept: 000.000</b>							
117-000.000-760.000	MACHINERY AN						
	SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	601.47
							<b>601.47</b>
						<b>Total Dept. 000000:</b>	<b>601.47</b>
						<b>CAPITAL EQUIPMENT - POLICE:</b>	<b>601.47</b>
<b>Fund: 136 DIGITAL SIGN</b>							
<b>Dept: 000.000</b>							
136-000.000-730.000	PROFESSIONAL						
	EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	02/20/2023	02/20/2023	5.25
							<b>5.25</b>
						<b>Total Dept. 000000:</b>	<b>5.25</b>
						<b>Total Fund DIGITAL SIGN:</b>	<b>5.25</b>
<b>Fund: 140 AGENCY</b>							
<b>Dept: 000.000</b>							
140-000.000-491.000	Income from Other						
	BLUE CROSS BLUE SHIELD OF		MARCH STATEMENT	0	02/20/2023	02/20/2023	1,598.47
							<b>1,598.47</b>
140-000.000-726.000	OTHER COMM						
	SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	197.02
							<b>197.02</b>
						<b>Total Dept. 000000:</b>	<b>1,795.49</b>
						<b>Total Fund AGENCY:</b>	<b>1,795.49</b>
<b>Fund: 167 DARE Program</b>							
<b>Dept: 000.000</b>							
167-000.000-726.000	OTHER COMM						
	SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	02/27/2023	02/27/2023	125.00
							<b>125.00</b>
						<b>Total Dept. 000000:</b>	<b>125.00</b>
						<b>Total Fund DARE Program:</b>	<b>125.00</b>
<b>Fund: 170 LWCF GRANT</b>							
<b>Dept: 000.000</b>							
170-000.000-760.000	MACHINERY AN						

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	SALINA SUPPLY COMPANY///		WATER DEPT PARTS	0	02/20/2023	02/20/2023	325.76
	SALINA SUPPLY COMPANY///		WATER DEPT PARTS	0	02/21/2023	02/21/2023	103.27
	SALINA SUPPLY COMPANY///		BALL FIELD PARTS	0	02/23/2023	02/23/2023	98.66
							527.69
Total Dept. 000000:							527.69
Total Fund LWCF GRANT:							527.69
Grand Total:							95,194.16

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
<b>Fund: 010 GENERAL OPERATING</b>							
<b>Dept: 002.000 POLICE</b>							
010-002.000-760.000	MACHINERY AN SUPERIOR EMERGENCY RESP		2023 Chevy Police Tahoe	0	02/20/2023	02/20/2023	49,500.00
							<b>49,500.00</b>
<b>Total Dept. POLICE:</b>							<b>49,500.00</b>
<b>Fund GENERAL OPERATING:</b>							<b>49,500.00</b>
<b>Fund: 115 CAPITAL EQUIPMENT</b>							
<b>Dept: 000.000</b>							
115-000.000-760.000	MACHINERY AN SUPERIOR EMERGENCY RESP		2023 Chevy Police Tahoe	0	02/20/2023	02/20/2023	7,334.40
							<b>7,334.40</b>
<b>Total Dept. 000000:</b>							<b>7,334.40</b>
<b>il Fund CAPITAL EQUIPMENT:</b>							<b>7,334.40</b>
<b>Grand Total:</b>							<b>56,834.40</b>

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<b>Fund: 010 GENERAL OPERATING</b>							
<b>Dept: 001.000 GENERAL</b>							
010-001.000-711.000	K P E R S						
	BRONSTON//MARY/		KPERS REIMBURSEMENT	0	02/03/2023	02/03/2023	10.79
	GASSMANN//ANGIE//		KPERS REIMBURSEMENT	0	02/03/2023	02/03/2023	31.13
	YOUNG//DANIELLE//		KPERS REIMBURSEMENT	0	02/03/2023	02/03/2023	222.34
							<b>264.26</b>
010-001.000-726.000	OTHER COMMO						
	CHENEY USD #268		CITY PORTION FOR PEINTNER	0	02/03/2023	02/03/2023	30.00
							<b>30.00</b>
010-001.000-735.100	TELEPHONE						
	COX COMMUNICATIONS		MONTHLY STATEMENT	0	02/06/2023	02/06/2023	137.61
							<b>137.61</b>
010-001.000-735.300	CITY UTILITIES						
	CHENEY MUNICIPAL UTILITIES//		MONTHLY STATEMENT	0	02/03/2023	02/03/2023	541.89
							<b>541.89</b>
010-001.000-737.000	OTHER CONTRA						
	IMAGEQUEST INC		MONTHLY COPIER	0	02/07/2023	02/07/2023	20.00
	KERR//GARY//		FEBRUARY CLEANING CITY HALL	0	02/06/2023	02/06/2023	145.00
	SCOTTS ELECTRIC		WATER TOWER/CITY/MAINTENAN	0	02/07/2023	02/07/2023	347.00
							<b>512.00</b>
<b>Total Dept. GENERAL:</b>							<b>1,485.76</b>
<b>Dept: 002.000 POLICE</b>							
010-002.000-711.000	K P E R S						
	WINTER//KEN//		KPERS REIMBURSEMENT	0	02/03/2023	02/03/2023	87.50
							<b>87.50</b>
010-002.000-719.000	GAS & OIL						
	FARMERS CO-OP ELEVATOR CO		MONTHLY STATEMENT	0	02/03/2023	02/03/2023	1,432.08
							<b>1,432.08</b>
010-002.000-722.000	SMALL TOOLS &						
	GALLS INC.///		POOL TOOLS	0	02/07/2023	02/07/2023	88.71
							<b>88.71</b>
010-002.000-726.000	OTHER COMMO						
	NBC3 LLC		CAR WASHES FOR POLICE	0	02/03/2023	02/03/2023	255.00
	SPK CHENEY		MONTHLY STATEMENT	0	02/03/2023	02/03/2023	27.27
							<b>282.27</b>
010-002.000-735.100	TELEPHONE						
	COX COMMUNICATIONS		MONTHLY STATEMENT	0	02/06/2023	02/06/2023	133.63
							<b>133.63</b>
010-002.000-735.300	CITY UTILITIES						
	CHENEY MUNICIPAL UTILITIES//		MONTHLY STATEMENT	0	02/03/2023	02/03/2023	180.62
							<b>180.62</b>
010-002.000-737.000	OTHER CONTRA						
	IMAGEQUEST INC		MONTHLY COPIER	0	02/07/2023	02/07/2023	10.00
	LEXIPOL		POLICE SERVICES	0	02/03/2023	02/03/2023	3,693.28
<b>Total Dept. POLICE:</b>							<b>5,908.09</b>
<b>Dept: 003.000 FIRE</b>							
010-003.000-719.000	GAS & OIL						
	FARMERS CO-OP ELEVATOR CO		MONTHLY STATEMENT	0	02/03/2023	02/03/2023	



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City of Cheney							Page: 3
			MONTHLY STATEMENT	0	02/03/2023	02/03/2023	
							<b>122.14</b>
010-012.000-733.000	TRAVEL EXPEN FOWLER/KEVIN//		MILEAGE FOR KEVIN	0	02/06/2023	02/06/2023	51.75
							<b>51.75</b>
010-012.000-735.100	TELEPHONE COX COMMUNICATIONS		MONTHLY STATEMENT	0	02/06/2023	02/06/2023	91.29
							<b>91.29</b>
010-012.000-735.300	CITY UTILITIES CHENEY MUNICIPAL UTILITIES//		MONTHLY STATEMENT	0	02/03/2023	02/03/2023	957.35
							<b>957.35</b>
010-012.000-736.200	FOOD & BEVERA SPK CHENEY						130.86
							<b>130.86</b>
010-012.000-736.320	MERCHANDISE TITLEIST		GOLF COURSE MERCHANDISE	0	02/06/2023	02/06/2023	2,662.57
							<b>2,662.57</b>
010-012.000-738.000	ADVERTISING ASPERA BROADCASTING INC		GOLF COURSE ADVERTISING	0	02/03/2023	02/03/2023	75.00
							<b>75.00</b>
010-012.000-739.000	EQUIPMENT PA PROFESSIONAL TURF PRODUC		GOLF COURSE PARTS	0	02/07/2023	02/07/2023	3,646.56
							<b>3,646.56</b>
							<b>Total Dept. GOLF COURSE:</b>
							<b>7,737.52</b>
<b>Dept: 025.000 TRASH SERVICE</b>							
010-025.000-737.000	OTHER CONTRA WASTE CONNECTIONS INC///		MONTHLY STATEMENT	0	02/07/2023	02/07/2023	13,005.75
							<b>13,005.75</b>
							<b>Total Dept. TRASH SERVICE:</b>
							<b>13,005.75</b>
							<b>33,757.05</b>
<b>Fund: 030</b>							<b>Fund GENERAL OPERATING:</b>
<b>SEWER</b>							
<b>Dept: 000.000</b>							

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030-000.000-711.000	K P E R S			02/03/2023	02/03/2023	70.70
	PEITZ/JERRY// 030-000.000-719.000	KPERS REIMBURSEMENT	0			
GAS & OIL				02/03/2023	02/03/2023	70.70
						235.60
	FARMERS CO-OP ELEVATOR CO	MONTHLY STATEMENT	0			
				02/06/2023	02/06/2023	746.64
030-000.000-726.000	OTHER COMMO					
	MID-AMERICAN RESEARCH CHE	SEWER POND CHEMICALS	0			
				02/06/2023	02/06/2023	29.62
030-000.000-735.100	TELEPHONE					
	COX COMMUNICATIONS 030-000.000-737.000	MONTHLY STATEMENT	0			
OTHER CONTRA						
				02/07/2023	02/07/2023	10.00
	IMAGEQUEST INC	MONTHLY COPIER	0	02/07/2023	02/07/2023	76.68
	SCOTTS ELECTRIC	WATER TOWER/CITY/MAINTENAN	0			
						86.68

Total Dept. 000000: 1,169.24

Total Fund SEWER: 1,169.24

Fund: 050 WATER

Dept: 000.000

050-000.000-711.000	K P E R S					
	PEITZ/JERRY// 050-000.000-719.000	KPERS REIMBURSEMENT	0	02/03/2023	02/03/2023	70.70
GAS & OIL						
						70.70
	FARMERS CO-OP ELEVATOR CO	MONTHLY STATEMENT	0	02/03/2023	02/03/2023	235.60

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			MONTHLY STATEMENT	0	02/03/2023	02/03/2023	
050-000.000-726.000	OTHER						COX COMMUNICATIONS
COMMO							
	SPK CHENEY						
050-000.000-735.100	TELEPHONE						060-000.000-735.300 CITY UTILITIES
	COX COMMUNICATIONS	050-000.000-735.200	MONTHLY STATEMENT	0			CHENEY MUNICIPAL UTILITIES//
ELECTRIC SERV							
	SEDGWICK COUNTY ELECTRIC		MONTHLY STATEMENT	0			060-000.000-737.000 OTHER CONTRA
							IMAGEQUEST INC
							KANSAS ONE CALL SYSTEM, IN
							SCOTTS ELECTRIC
							235.60
050-000.000-735.300	CITY UTILITIES						
	CHENEY MUNICIPAL UTILITIES//		MONTHLY STATEMENT	0			15.98
							15.98
050-000.000-737.000	OTHER CONTRA				02/06/2023	02/06/2023	29.62
	IMAGEQUEST INC		MONTHLY COPIER	0			
	SCOTTS ELECTRIC	050-000.000-739.000	WATER TOWER/CITY/MAINTENAN	0			29.62
EQUIPMENT PA					02/06/2023	02/06/2023	1,072.53
	O'REILLY AUTO PARTS	050-000.000-760.000	SHOP PARTS	0			1,072.53
MACHINERY AN					02/03/2023	02/03/2023	179.13
	SALINA SUPPLY COMPANY///		WATER DEPT EQUIPMENT	0			179.13
					02/07/2023	02/07/2023	10.00
					02/07/2023	02/07/2023	306.66
							316.66
					02/06/2023	02/06/2023	18.57
							18.57
Fund: 060 GAS							
Dept: 000.000							
060-000.000-711.000	K P E R S						
	PEITZ/JERRY//	060-000.000-719.000	KPERS REIMBURSEMENT	0	02/03/2023	02/03/2023	1,683.12
GAS & OIL							1,683.12
	FARMERS CO-OP ELEVATOR CO		MONTHLY STATEMENT	0			Total Dept. 000000: 3,621.91
060-000.000-720.000	NATURAL GAS P						Total Fund WATER: 3,621.91
	KANSAS MUNICIPAL GAS AGEN		DECEMBER STATEMENT	0			
060-000.000-726.000	OTHER COMMO						
	SPK CHENEY		MONTHLY STATEMENT	0	02/03/2023	02/03/2023	70.70
060-000.000-735.100	TELEPHONE						

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02/03/2023	02/03/2023	235.60
		<b>235.60</b>
02/03/2023	02/03/2023	173,802.08
		<b>173,802.08</b>
02/03/2023	02/03/2023	18.24
		<b>18.24</b>
02/06/2023	02/06/2023	29.62
		<b>29.62</b>
02/03/2023	02/03/2023	394.11
		<b>394.11</b>
02/07/2023	02/07/2023	10.00
02/03/2023	02/03/2023	24.00
02/07/2023	02/07/2023	76.66

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**d LIBRARY OPERATING FUND: 693.47**

**Fund: 111 PAYROLL CLEARING FUND****Dept: 000.000**

111-000.000-222.000 CHILD SUPPORT KANSAS PAYMENT CENTER	CHILD SUPPORT	0	02/03/2023	02/03/2023	147.69
					<b>147.69</b>
111-000.000-225.000 VISION SURENCY LIFE & HEALTH	MONTHLY STATEMENT	0	02/06/2023	02/06/2023	275.34
					<b>275.34</b>

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Total Dept. 000000: Posting Date	423.03 Amount
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**d PAYROLL CLEARING FUND: 423.03**

**Fund: 140 AGENCY****Dept: 000.000**

140-000.000-726.000 OTHER COMMO PURPLE MOOSE PRINTING LLC	DARE SHIRTS	0
SPK CHENEY	MONTHLY STATEMENT	0

**Fund: 167 DARE Program****Dept: 000.000**

167-000.000-726.000 OTHER COMMO CREATIVE PRODUCT SOURCING	DARE PRODUCTS	0
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02/03/2023	02/03/2023	695.50
02/03/2023	02/03/2023	15.88
		<b>711.38</b>

**Total Dept. 000000: 711.38**

**Total Fund AGENCY: 711.38**

02/06/2023	02/06/2023	498.37
		<b>498.37</b>

**Total Dept. 000000: 498.37**

**Total Fund DARE Program: 498.37**

**Grand Total: 216,264.99**

(Summary First Published in the Times-Sentinel  
on the \_\_\_\_ day of \_\_\_\_\_, 2023.)

THE CITY OF CHENEY, KANSAS

ORDINANCE NO. 948

AN ORDINANCE ADDRESSING SUBURBAN AND RURAL  
ROADWAY DESIGN BY ADDING SECTION 16-337A TO THE  
CODE OF THE CITY OF CHENEY, KANSAS AND  
REPEALING ALL CONFLICTING ORDINANCES OR  
PORTIONS THEREOF.

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

Section 1. Adding Section 16-337A to the Code

Section 16-337A is hereby added to the Code of the City of Cheney, Kansas to  
read as follows:

"Section 16-337A. SUBURBAN AND RURAL ROADWAYS. Suburban and rural  
roadways shall be for residential developments with a minimum net lot size of 2 acres. Such  
roadways should be designed to carry traffic that has an origin or destination within the  
neighborhood. The minimum right-of-way for such roadways is 60 feet and the minimum  
paved width for such roadways is 24 feet with 3 feet wide paved shoulders on both sides of  
such paved roadways. Ditches or other drainage infrastructure and public easements for  
utilities are required on both sides of these roadways."

Section 2. Repeal

All ordinances or parts of ordinances in conflict herewith are repealed. However, any  
section of an existing ordinance not in conflict herewith is not repealed and remains in full  
force and effect.

Section 3. Effective Date

This Ordinance shall take effect and be in force from and after publication in the  
official city newspaper.

Adopted by the City Council this 9th day of March, 2023.

Approved by the Mayor this 9th day of March, 2023.



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MAYOR, PHILIP MIZE

ATTEST:

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CITY CLERK, ANGIE GASSMANN

(Summary First Published in the Times-Sentinel  
on the \_\_\_\_ day of \_\_\_\_\_, 2023.)

THE CITY OF CHENEY, KANSAS

ORDINANCE NO. 949

AN ORDINANCE PROVIDING FOR BONDING OF OFFICERS  
AND EMPLOYEES OF THE CITY OF CHENEY, KANSAS BY  
AMENDING SECTION 1-503 OF THE CODE OF THE CITY  
OF CHENEY, KANSAS AND REPEALING SECTIONS 9-108  
AND 1-318

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

Section 1. Amending Section 1-503 of the Code

Section 1-503 of the Code of the City of Cheney, Kansas is hereby amended to  
read as follows:

"Section 1-503. BONDS REQUIRED.

a. The City Treasurer shall, before entering upon the duties of his or her office,  
give a good and sufficient corporate surety bond in the amount of \$25,000 to the City. This  
bond shall be maintained during his or her term of office. The cost of this bond shall be a  
city expense.

b. The Governing Body may provide the coverage by blanket bond of such  
other officers and employees in such amounts as the Governing Body may deem advisable.

c. Other employees excluded from the City's theft insurance policy may be  
required to provide a bond or may be added to the City's blanket bond. Employees may be  
excluded from the City's blanket bond if they provide notary services."

Section 2. Repeal

Section 9-108, Section 1-318 and all ordinances or parts of ordinances in conflict  
herewith are repealed. However, any section of an existing ordinance not in conflict herewith  
is not repealed and remains in full force and effect.

Section 3. Effective Date

This Ordinance shall take effect and be in force from and after publication in the  
official city newspaper.

Adopted by the City Council this 9th day of March, 2023.

Approved by the Mayor this 9th day of March, 2023.

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MAYOR, PHILIP MIZE

ATTEST:

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CITY CLERK, ANGIE GASSMANN

## NATURAL GAS PREPAY PARTICIPATION AGREEMENT

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the Kansas Municipal Gas Agency ("KMGA") and the City of [insert City], Kansas (the "City):

**WHEREAS**, pursuant to an interlocal cooperation agreement, certain Kansas municipalities have joined together under the provisions of K.S.A. 12-2901 *et seq.*, to organize and create KMGA; and

**WHEREAS**, the City owns and operates a municipal natural gas, electric or other municipal utility system that uses natural gas and is a member of KMGA pursuant to the provisions of the interlocal cooperation agreement and the KMGA Bylaws; and

**WHEREAS**, KMGA intends to contract with the Minnesota Municipal Gas Agency, a public nonprofit corporation or public instrumentality ("MMGA"), or its successor or assigns, under a project to acquire long-term supplies of Natural Gas from a gas supplier, pursuant to a Natural Gas Supply Agreement (the "Gas Supply Agreement"), to meet a portion of the Natural Gas supply requirements of KMGA's members that elect to participate (collectively, the "Project Participants") through a gas prepayment project offered by MMGA (the "Project"); and

**WHEREAS**, KMGA will act on behalf of the Project Participants to acquire Gas and provide other management services related to the Project; and

**WHEREAS**, the City desires to participate in the Project and receive the economic benefits set forth in this Agreement; and

**WHEREAS**, K.S.A. 12-825j authorizes the City to enter into contracts with any person, firm, corporation or other municipality for the acquisition of Natural Gas upon such terms as may be deemed necessary and reasonable by the governing body of the City; provided such contracts shall not exceed a period of forty years and shall not be payable by the levy of any tax; and

**WHEREAS**, this Agreement is intended to enable KMGA to pass through the benefits and obligations of KMGA under the Gas Supply Agreement to the City.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

### DEFINITIONS

"**Agreement**" shall mean this Natural Gas Prepay Participation Agreement by and between KMGA and the City.

"**City**" shall mean the City of [insert City], Kansas.

"**Commercially Reasonable**" or "**Commercially Reasonable Efforts**" shall have the meaning set forth in the Gas Supply Agreement.

**“Contract Price”** shall have the meaning set forth in the Gas Supply Agreement.

**“Delivery Period”** means the period as defined in *Article 1* of the Gas Supply Agreement ~~commencing in 20\_\_\_\_ and ending in 20\_\_\_\_~~, unless earlier terminated pursuant to *Article 5* of the Gas Supply Agreement.

**“Delivery Points”** shall mean the respective Primary Delivery Points or the Alternate Delivery Points as defined in *Exhibit A*.

**“Gas”** or **“Natural Gas”** shall mean any mixture of hydrocarbons or of hydrocarbons and noncombustible gases, in a gaseous state consisting essentially of methane, which meets the quality requirements of the pipeline industry standard.

**“Gas Acquisition Management Project Participation Agreement”** shall mean the contract between KMGA and a member city, under KMGA’s Gas Acquisition Management Project, which is separate and apart from this KMGA Gas Prepay Project.

**“Gas Day”** means a period of 24 consecutive hours beginning at 9:00 a.m. CPT on a calendar day and ending at 9:00 a.m. CPT on the next calendar day or such other period as determined under the Gas Supply Agreement. The date of the Gas Day shall be the date at its beginning.

**“Gas Supply Agreement”** shall mean the agreement between KMGA and MMGA for the long-term supply of Gas to be delivered to the Project Participants, which is substantially in the form set forth in *Exhibit C* attached hereto; provided, however, the parties agree the fully executed Gas Supply Agreement will be added as *Exhibit C* to this Agreement after execution.

**“KMGA”** shall mean the Kansas Municipal Gas Agency.

**“KMGA Prepay Administrative Fee”** shall have the meaning as defined in *Section 5.2* of this Agreement.

**“MMGA”** shall have the same meaning as set forth in the preamble of this Agreement.

**“Participation Agreements”** shall mean this and other Agreements entered into by and between KMGA and Project Participants.

**“Parties”** or **“Party”** shall mean collectively or individually, the City and KMGA.

**“Project”** shall mean the KMGA Gas Prepay project.

**“Project Gas”** shall mean Gas supplies to the Project Participants pursuant to this Agreement.

**“Project Participants”** shall mean the cities participating in the Project.

**“System”** shall mean the Natural Gas and/or Electric utility systems of the City.

## ARTICLE I

### Gas Purchases and KMGA Services

- 1.1 During the Delivery Period, the City shall purchase the volumes of Gas as specified on **Exhibit B** from the Project that are made available to KMGA pursuant to the terms and conditions of the Gas Supply Agreement.
- 1.2 The Contract Price of Gas shall be established as set forth in the Gas Supply Agreement.
- 1.3 In the event the City's failure to take Project Gas is due to load loss on its system, upon reasonable notice, KMGA shall first seek to transfer such gas volumes to other Project Participants. If no other Project Participants agree to such transfer, then KMGA may request that MMGA use Commercially Reasonable Efforts to sell, or arrange for sale, such quantities pursuant to the provisions of the Gas Supply Agreement. The City shall be obligated to pay the Contract Price for such quantities, and any amounts received from the sale, less all directly incurred costs or expenses including the project administration fee and a remarketing administrative charge, will be credited to the City pursuant to the Gas Supply Agreement.
- 1.4 The Project Gas will be delivered, and title will pass to the City, at the Delivery Points.
- 1.5 KMGA shall provide the City with services relating to the purchase and sale of Gas, nomination of gas supplies and any and all other operational transactions associated with the delivery of Project Gas to the City.

## ARTICLE II

### Term

- 2.1 This Agreement shall be effective from the date first herein written above and continue in full force and effect for a term ending on the later of (a) termination of the Gas Supply Agreement attached hereto as **Exhibit C**, or (b) the end of the Delivery Period and final billings; provided, however, the term will not exceed the limitations provided in K.S.A. 12-825j.
- 2.2 The Parties recognize that KMGA's right of early termination as provided for in **Section 5.3** of the Gas Supply Agreement allows for partial termination by KMGA whereby each Project Participant has the option to terminate their share of gas volumes under the Gas Supply Agreement.

## ARTICLE III

### Relationship to Other Contracts

- 3.1 Except for the identity of the Project Participants and the volumes of Gas set forth on **Exhibit B**, (and, as applicable, other information specific to each individual Project Participant), this Agreement is and shall remain identical to the Participation Agreements of the other Project Participants.

## ARTICLE IV

### Gas Supply Agreement

4.1 KMGA will enter into the Gas Supply Agreement on behalf of the City and all the other Project Participants. The terms and provisions of the Gas Supply Agreement are incorporated herein by reference and are attached hereto as **Exhibit C**. It is the intent of KMGA and the City that the benefits and obligations accruing to KMGA in the Gas Supply Agreement will flow through to the City pursuant to this Agreement. Accordingly, in the event of a conflict between the terms of this Agreement and the Gas Supply Agreement, the Parties to this Agreement shall look to the terms of the Gas Supply Agreement to attempt to resolve such conflict.

## ARTICLE V

### Cost Responsibility

5.1 It is the Parties' intention that the City will be responsible for its allocable share of the (a) Project Gas tendered for delivery, (b) any other costs, taxes, penalties or charges incurred by KMGA under the Gas Supply Agreement, (c) KMGA Prepay Administrative Fee and other reasonable costs associated with its operation of the Project. City's obligation to pay for its allocable share of such costs shall be effective upon the start of the Delivery Period and continue until all amounts due hereunder are paid in full notwithstanding the occurrence of any event or the taking of any action permitted by this Agreement.

5.2 The KMGA Prepay Administrative Fee shall be (i) an amount established by KMGA Board of Directors from time to time based on KMGA's budget, plus (ii) where applicable, City's portion of KMGA's costs incurred that are related to the Project but were not included in KMGA's budget. City shall have the right to review and have input on the KMGA budget via the KMGA Board of Directors. The KMGA Prepay Administrative Fee shall not exceed the management fee assessed by KMGA on gas supplied to cities under the Gas Acquisition Management Project Participation Agreement.

## ARTICLE VI

### Billing and Payments

6.1 KMGA will bill the City for actual volumes of gas tendered for delivery in MMBtu, adjusted for fuel losses and taxes imposed on KMGA, for each calendar month on or before the 20th day of the following month.

6.2 KMGA will bill the City in advance the estimated cost for projected gas supply to be delivered in the second month following the current calendar month as referenced in **Section 6.1** of this Agreement. KMGA will provide a true-up on subsequent invoices of the estimated costs to the actual costs and volumes when that information is available.

6.3 The City will pay invoices within thirty (30) days from the date such bills are sent by KMGA. The City agrees to pay all invoices without deduction and may contest any invoice as provided in **Section 6.4** of this Agreement. Interest on any unpaid amount shall accrue from the date due until the date upon which payment is made at the lesser of two percent (2%) per month or the highest rate allowed by law. KMGA shall have the right to suspend delivery of all or part of the gas supply to the City if (a) KMGA has not received payment of an invoice by the tenth (10th) day after invoice due date, or (b) an Event of Default of the City

occurs. Suspension of delivery of gas shall be in addition to any and all other remedies available at law or in equity.

6.4 In the event the City desires to dispute all or any part of the amount billed by KMGa it shall nevertheless pay the full amount of the invoice when due and give notification in writing within ninety (90) days from the date of the statements stating the specific grounds for the dispute and the amount in dispute. The City will not be entitled to any adjustment on account of any disputed invoice amounts which are not brought to the attention of KMGa by the City within the time and in the manner herein specified.

6.5 All amounts payable by the City under this Agreement shall be due whether or not future Gas deliveries are suspended, interrupted, interfered with, reduced, curtailed or terminated in whole or in part, and such payments shall not be subject to any reduction, whether by offset, counterclaim, recoupment or otherwise, and shall not be conditioned upon the performance or nonperformance of KMGa or any other person under this Agreement or any other agreement for any cause whatsoever.

## **ARTICLE VII**

### **Documentation Regarding the Project**

7.1 KMGa will make reasonable efforts to obtain any specific information on the Project requested by the City.

7.2 The City agrees to deliver such certificates as required under the Gas Supply Agreement upon request by KMGa.

## **ARTICLE VIII**

### **Liability and Indemnification**

8.1 The City expressly agrees, to the fullest extent permitted by law, to indemnify, hold harmless and defend KMGa against any and all claims, liability, costs or expenses (including without limitation attorneys' fees and expenses) for loss, damage or injury to persons or property in any manner directly or indirectly connected with or growing out of the Gas Supply Agreement, the Project, and/or the transportation of Gas from the Delivery Point, unless such loss, damage or injury is the result of bad faith, gross negligence, or reckless or willful misconduct of KMGa or its employees acting within the course and scope of their employment; provided, however, the indemnification by any Project Participants shall be limited to such Project Participant's allocable share.

8.2 To the fullest extent permitted by law, neither Party shall be liable to the other for punitive, indirect, exemplary, consequential, or incidental damages arising in connection with this Agreement.

8.3 Nothing herein shall be construed as a waiver by either Party of the sovereign tort immunity granted to the Parties under the laws of the State.



## ARTICLE IX

### Default and Remedies

9.1 An occurrence of any of the following events or conditions shall constitute an "Event of Default":

(a) Failure of the City to make any payment when due under this Agreement (a "Payment Default"); or

(b) Assignment of this Agreement by City other than as permitted pursuant to *Article Twelve* or any other action or omission by City that would cause KMGA to be in breach of any provision of the Gas Supply Agreement; or

(c) The failure of a Party to perform or abide by any other material obligation under this Agreement within 60 days of receipt of written notice of non-performance; provided, however, that if such default cannot be cured within such 60-day period, no Event of Default shall occur for so long as the non-performing Party is diligently pursuing a cure, and such non-performance is curable; or

(d) The commencement, with respect to a Party, by such Party or by another person or entity of a bankruptcy, reorganization, moratorium, liquidation or similar insolvency proceeding or other relief under any bankruptcy or insolvency law affecting creditors' rights or a petition is presented or instituted for its winding-up or liquidation.

9.2 If a Party fails to perform or breaches any of its material obligations under this Agreement, then the non-defaulting Party shall be entitled to exercise all remedies available to it at law or in equity (except as limited by *Section 9.3* of this Agreement). The Parties acknowledge and agree that monetary damages may not be an adequate remedy at law for the failure of a Party to perform certain material obligations under this Agreement, and under such circumstances, the non-defaulting Party shall have the right to specific performance by the defaulting Party of such obligations under this Agreement.

9.3 In response to any Event of Default by KMGA, City shall not have the right to terminate this Agreement.

9.4 Notwithstanding any provision to the contrary contained in this Agreement, the Parties acknowledge and agree that KMGA shall not be liable for monetary damages to City arising from or in connection with any reports, notices, certificates, documents, information or data of any kind or nature (whether or not prepared by or on behalf of KMGA) provided to City pursuant to or in connection with this Agreement.

## ARTICLE X

### Dispute Resolution

10.1 If a dispute arises between the Parties, then the aggrieved Party may provide written notice thereof to the other Party, including a detailed description of the subject matter of the dispute.

10.2 Representatives of the Parties shall in good faith attempt to resolve such dispute by informal negotiations within ten (10) Business Days from the date of receipt of a dispute notice under *Section 10.1* of this Agreement.

10.3 If the dispute is not resolved within ten (10) Business Days following receipt of the dispute notice or such later date as the Parties may mutually agree, then each Party shall promptly designate its most senior executive responsible for the subject matter of the dispute who shall have authority to resolve the dispute. The senior executives shall obtain such information as may be necessary to inform themselves of the substance and particulars of the dispute and shall meet within twenty (20) Business Days, at a time and place mutually acceptable to the senior executives.

10.4 If the senior executives are unable to resolve the dispute within twenty (20) Business Days of their first meeting or such later date as the senior executives may mutually agree, then either party may bring any suit, action, or proceeding at law or in equity, including without limitation mandamus, injunction, and action for specific performance, as such party determines may be necessary or appropriate to enforce any covenant, agreement, or obligation in this Agreement against the other party. This Agreement shall be construed and governed by the laws of the State of Kansas.

10.5 Notwithstanding any other provision of this Agreement to the contrary, the Parties may agree to mediate or arbitrate any dispute that arises under this Agreement.

## ARTICLE XI

### Covenants, Representations and Warranties

11.1 KMGA's Representations. KMGA hereby makes the following representations, warranties and covenants to City as of the Effective Date and through the end of the Term:

(a) KMGA is a governmental entity duly organized pursuant to an interlocal cooperation agreement, validly existing and in good standing under the laws of the State, and has the legal power to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

(b) The execution, delivery and performance by KMGA of this Agreement have been duly authorized by all necessary action.

(c) This Agreement constitutes the legal, valid and binding obligation of KMGA, enforceable in accordance with its terms.

(d) There is no pending, or to the knowledge of KMGA, threatened action or proceeding affecting KMGA which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. Notwithstanding the foregoing, KMGA's sole continuing covenant with respect to this **Section 11.1(d)** shall be to take all necessary and reasonable actions to defend the enforceability and validity of this Agreement and aggressively defend any lawsuit involving or related to this Agreement.

11.2 City's Representations. City hereby makes the following representations, warranties and covenants to KMGA as of the Effective Date and through the end of the Term:

(a) City is a municipal corporation of the State, and has the legal power to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

(b) The execution, delivery and performance by City of this Agreement have been duly authorized by all necessary action.

(c) This Agreement constitutes the legal, valid and binding obligation of City, enforceable in accordance with its terms.

(d) There is no pending, or to the knowledge of City, threatened action or proceeding affecting City before any governmental authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. Notwithstanding the foregoing, City's sole continuing covenant with respect to this **Section 11.2(d)** shall be to take all necessary and reasonable actions to defend the enforceability and validity of this Agreement and aggressively defend any lawsuit involving or related to this Agreement.

(e) City is and shall remain throughout the term of this Agreement a member of KMGA.

(f) City will establish, maintain and collect such rates, fees and charges for the distribution of Gas from its System so as to provide revenues at least sufficient to enable City to make all payments required to be made by it under this Agreement and any other agreements with respect to its System.

(g) The obligations of City to make payments under this Agreement shall be limited to the obligation to make payments from revenues of its System and available System reserves. All payments made by City pursuant to this Agreement shall constitute operation and maintenance expenses of its System. The City shall not be obligated to levy any taxes for the purpose of paying any amount due under this Agreement. The City shall not issue any evidence of indebtedness with a lien on its System revenues that is prior to the payment of operating and maintenance expenses.

(h) The City shall provide such financial information and operating data as KMGA is required to obtain from City under the Gas Supply Agreement or any rules or regulations applicable to KMGA related to the Project.

(i) The City agrees to resell or otherwise use Gas purchased under this Agreement (i) for a "qualifying use" as defined in U.S. Treas. Reg. § 1.148-1(e)(2)(iii), and (ii) in a manner that will not result in any private business use of that Gas within the meaning of Section 141 of the Code. The City agrees to execute upon request such certificates with respect to the gas purchases as required by KMGA or MMGA.

## ARTICLE XII

### Miscellaneous

#### 12.1 *Amendments and Waivers.*

(a) Except as expressly provided herein, this Agreement may not be amended, supplemented or otherwise modified, other than pursuant to an instrument or instruments in writing executed by the Parties.

(b) No waiver by either Party of any one or more defaults by the other Party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other default or defaults whether of a like kind or different nature. Any delay, less than any applicable statutory period of limitations, in asserting or enforcing any rights under this Agreement shall not be deemed a waiver of such rights. Failure of either Party to enforce any provisions hereof shall not be construed to waive such provision, or to affect the validity of this Agreement or any part thereof, or the right of the Party thereafter to enforce each and every provision thereof.

12.2 **Assignment.** This Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the parties hereto. Neither party may assign its rights nor delegate its obligations under this Agreement without the prior written consent of the other party.

12.3 **Notices.** Unless otherwise expressly provided for in this Agreement, all communications and notices to a Party in connection with this Agreement shall be in writing, and any such notice shall become effective (a) upon personal delivery thereof, including by overnight mail or next Business Day or courier service, (b) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof, or (c) in the case of email, upon transmission thereof, provided that in addition to such transmission a confirmation copy of the notice is also provided by either of the methods set forth in clause (a) or (b) above. All notices provided by the means described in clauses (a), (b), or (c) above shall be addressed as follows, or to such other address as any Party may designate by written notice to the other Parties.

To KMGA:

Kansas Municipal Gas Agency  
6300 West 95<sup>th</sup> Street  
Overland Park, KS 66212-1431  
Attention: General Manager  
E-mail: mahlberg@kmea.com  
Phone: 913-660-0234

To the City:

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12.4 **Confidentiality.** The parties agree that they and each of their agents, employees, contractors and other parties acquiring information about the Project or the Project Gas prices, quantity or quality shall hold such information in confidence, except to the extent such information must be disclosed to a third party as required by law or to effect delivery of Gas. The Parties recognize that any confidentiality restrictions hereunder must be consistent with applicable Kansas laws on open records and open meetings.

12.5 **Books and Records.** Each party shall have the right at all reasonable times to examine the books and records of the other party to the extent necessary to verify the accuracy of any statement, charge, computation or demand made under or pursuant to this Agreement.

12.6 **Governing Law.** This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

12.7 **Jury Trial.** EACH OF THE PARTIES WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

12.8 **Integration.** This Agreement contains the entire Agreement between the parties hereto, and no waiver, modification or other changes shall be effective unless in writing and executed by the parties.

12.9 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

12.10 **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law; but if any provision of this Agreement shall be prohibited by or deemed invalid under any applicable Law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

DRAFT

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

**KANSAS MUNICIPAL GAS AGENCY**

By: \_\_\_\_\_  
Paul Mahlberg | General Manager

**THE CITY OF \_\_\_\_\_, KANSAS**

By: \_\_\_\_\_  
[Insert Name] | Mayor

(SEAL)

Attest:

By: \_\_\_\_\_  
City Clerk

**EXHIBIT A**

**DELIVERY POINTS**

City of [Insert City], Kansas: City Gate

DRAFT

**EXHIBIT B****GAS VOLUMES**

<b>CITY, Kansas</b>	
<b>Delivery Month</b>	<b>Daily Volume (MMBtu)</b>
Apr	
May	
Jun	
Jul	
Aug	
Sep	
Oct	
Nov	
Dec	
Jan	
Feb	
Mar	



**EXHIBIT C**

**GAS SUPPLY AGREEMENT**

DRAFT

**NATURAL GAS SUPPLY AGREEMENT**

**BY AND BETWEEN**

**MINNESOTA MUNICIPAL GAS AGENCY**

**AND**

**KANSAS MUNICIPAL GAS AGENCY**

**DATED AS OF [\_\_\_\_\_], 20\_\_**

(PUBLISHED IN \_\_\_\_\_ ON \_\_\_\_\_, 2023)

**ORDINANCE NO. 950**

**AN ORDINANCE AUTHORIZING EXECUTION OF THE NATURAL GAS PREPAY PARTICIPATION AGREEMENT WITH THE KANSAS MUNICIPAL GAS AGENCY AND ALL OTHER NECESSARY DOCUMENTS WITH RESPECT THERETO AND PROVIDING FOR THE PLEDGE OF THE REVENUES OF THE NATURAL GAS UTILITY SYSTEM OF THE CITY TO SECURE SUCH AGREEMENT.**

**WHEREAS**, pursuant to an Interlocal Cooperation Agreement, certain Kansas Municipalities have joined together under the provisions of K.S.A. 12-2901 *et seq.* (the "Act"), to organize and create the Kansas Municipal Gas Agency ("KMGA"); and

**WHEREAS**, KMGA has created a Natural Gas Prepay project (the "Project") for the purpose of providing an economic means of a long-term natural gas acquisition for the mutual benefit of its members participating in the Project (the "Project Participants"); and

**WHEREAS**, the City of [insert name], Kansas (the "City") is a member of KMGA and the City desires to participate in the Project and receive the economic benefit associated with the Project; and

**WHEREAS**, KMGA will act on behalf of the Project Participants to enter into a Natural Gas Supply Agreement with the Minnesota Municipal Gas Agency; and

**WHEREAS**, the City and KMGA will enter into a Natural Gas Prepay Participation Agreement to effect the delivery of natural gas to the Project Participants and provide management services related to the Project; and

**WHEREAS**, K.S.A. 12-825j authorizes the City to enter into contracts with any person, firm, corporation or other municipality for the acquisition of natural gas upon such terms as may be deemed necessary and reasonable by the governing body of the City; provided such contracts shall not exceed a period of forty years and shall not be payable by the levy of any tax.

**THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF [INSERT CITY], KANSAS:**

**SECTION 1.** It is hereby deemed advisable and in the best interest of the City that the City participate in the Project.

**SECTION 2.** The Mayor and City Clerk are hereby authorized to execute the Natural Gas Prepay Participation Agreement on behalf of the City (the "Participation Agreement") substantially in the form presented to the governing body this date.

**SECTION 3.** The revenues of the natural gas utility system of the City (the "System") are hereby pledged for the repayment of the obligations of the City under the Participation Agreement.

**SECTION 4.** The City agrees to fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the System, as will produce revenues sufficient to enable the

City to have reasonable and adequate funds available for its proportionate and allocable share of costs associated with the Project as set forth in the Participation Agreement.

**SECTION 5.** The City Clerk and other officials of the City are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance.

**SECTION 6.** This Ordinance shall be in force and take effect from and after its adoption and publication once in the official newspaper of the City.

**ADOPTED** by the governing body of the City of Cheney , Kansas, on \_\_\_\_\_, 2023.

(Seal)

ATTEST:

\_\_\_\_\_  
Philip Mize | Mayor

\_\_\_\_\_  
Angie Gassmann | City Clerk

# CHENEY MUNICIPAL COURT

## FEBRUARY 2023 COURT REPORT

MUNICIPAL COURT JUDGE:	HAROLD FLAIGLE
CITY PROSECUTOR:	BRANDON RITCHA
COURT APPOINTED ATTORNEYS:	LOIS LYNN
POLICE CHIEF:	KENNETH WINTER
OFFICERS:	MICHAEL INLOW, LT
	BRYAN TUXHOHRN, AMOS BECKER, GRANT COOK,
	SHANNON HEATH, DAVID OHLDE, MIKE SATTERLEE
	CHRIS BECKER, DANNY MCDORMAN, ANDREW ALLEN
	CARRIE PHELPS
COURT SERVICE OFFICER:	CHRISTOPHER DAVIS
COURT CLERK:	ANGIE GASSMANN

TOTAL NUMBER OF NEW NOTICES TO APPEAR: 8

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

NUMBER OF TRIALS 0

NUMBER OF PSI/PDS'S ORDERED	0
MONEY PAID TO CSO FOR PSI, UA'S	\$0.00
AMOUNT OF FINES SET COURT NIGHT	\$1,560.00
AMOUNT OF FINES COLLECTED FOR MONTH	\$2,443.66
AMOUNT OF FINES OUTSTANDING CURRENTLY	\$1,430.00
AMOUNT IN COLLECTIONS	\$21,987.72

COURT APPOINTED ATTORNEY FEES	\$0.00
INTERLINGUAL SERVICES	\$0.00

CHENEY POLICE DEPARTMENT

February 2023

MONTHLY REPORT

**CALLS FOR POLICE SERVICE:**

TOTAL- 186 (average per day)- 6.6 per day Previous Month - 239

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**VEHICLE ACCIDENTS INVESTIGATED:**

Non Injury- 4

Injury- 0

**TOTAL- 4**

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**TRAFFIC INVESTIGATIONS:**

DUI & Other- 0

**TOTAL- 0**

---

**WARNINGS ISSUED:**

**TOTAL- 2**

---

**NOTICE TO APPEARS ISSUED:**

**TOTAL- 4**

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**CRIMINAL CASES INVESTIGATED:**

TOTAL- 4

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**PATROL CAR STATISTICS:**

Unit #1- (2023 Chevrolet)

Beginning Odometer- 000

Ending Odometer- 155

**TOTAL- 155**

Unit #2- (2021 Chevrolet)

Beginning Odometer- 7,233

Ending Odometer- 7,816

**TOTAL- 613**

Unit #2- (2021 Chevrolet)

Beginning Odometer- 17,610

Ending Odometer- 19,657

**TOTAL- 2,047**

Unit #3- (2020 Chevrolet) Out of Service

Beginning Odometer- 43,321

Ending Odometer- 44,015

**TOTAL- 694****TOTAL MILES DRIVEN- 3,509****TOTAL GALLONS OF FUEL- 422.94****AVERAGE MILES PER GALLON- 8.3**

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***FEBRUARY 2023 CHENEY POLICE MONTHLY OVERVIEW***

FEB 1- OFFICERS READ AT CHENEY ES

FEB 2- OFFICERS READ AT CHENEY ES

FEB 6- OFFICER HEATH ATTENDED HS SITE COUNCIL MTG

FEB 7- LT. INLOW ATTENDED HOMELAND SECURITY TRNING IN WICHITA

FEB 7- OFFICER C. BECKER COVERED SECURITY AT CHS

FEB. 9- CHIEF WINTER ATTENDED CITY COUNCIL MTG

FEB. 14- OFFICERS READ AT CHENEY ES

FEB. 14- CHIEF WINTER ATTENDED DARE GRADUATION AT CHENEY ES

FEB. 14- OFFICER C.BECKER COVERED SECURITY FOR GIRLS SUBSTATE BB AT CHS

FEB. 15- OFFICERS READ AT CHENEY ES

FEB. 16- CHIEF WINTER ATTENDED SG COUNTY CHIEF'S MTG AT KHP IN KECHI

FEB. 16- OFFICERS READ AT CHENEY ES

FEB. 17- CHIEF WINTER ATTENDED KS POLICE CHIEFS AWARDS SELECTION MTGS IN SALINA

FEB. 20- NO SCHOOL

FEB. 21- CHIEF WINTER ATTENDED 8<sup>TH</sup> GRADE DARE PIZZA/BOWLING PARTY AT D'MARIO'S

FEB. 22- CHIEF WINTER ATTENDED CITY WELLNESS MTG AT CITY OFFICE

FEB. 22- LT. INLOW ATTENDED 911 UPDATES TRNING

FEB. 23- CHIEF WINTER ATTENDED DEPARTMENT HEAD MTG

FEB. 23- LT. INLOW ATTENDED 911 UPDATES TRNING

FEB. 24- CHIEF WINTER & OFFICER COOK PICKED UP NEW PATROL CAR AT SERV

FEB. 27- OFFICER C. BECKER COVERED SECURITY FOR GIRLS BB SUBSTATE AT CHS

FEB. 28- OFFICER HEATH ATTENDED NCIC TRNING

FEB. 28- OFFICER HEATH COVERED SECURITY FOR BOYS SUBSTATE AT CHS



**CHENEY FIRE DEPARTMENT  
FEBRUARY 2023**

**We had 6 Fire Runs & 14 EMS Runs, Totaling 20 Runs For This Month**

**FIRE RUNS**

02/01/2023  
02/04/2023  
02/07/2023  
02/15/2023  
02/20/2023  
02/23/2023

**TYPE IF INCIDENT**

10-48  
Grass Fire  
Grass Fire – Disregarded  
Gas Spill at Casey's  
Child Locked In Car  
Mutual Aid – Reno County-Disregarded

**EMS RUNS**

02/02/2023  
02/03/2023  
02/07/2023  
02/14/2023  
02/15/2023  
02/15/2023  
02/16/2023  
02/18/2023  
02/19/2023  
02/23/2023  
02/23/2023  
02/24/2023  
02/25/2023  
02/27/2023

**TYPE OF EMS**

Sick Person  
Difficulty Breathing  
Sick Person  
Suicidal Pt  
Priority 7 Transfer  
Fall  
Omega Transfer  
Omega Transfer  
Unconscious Pt  
Fall  
Difficulty Breathing  
Difficulty Breathing  
Difficulty Breathing  
Heart Issues

## MAINTENANCE REPORT

March, 2023

IDEATEK has begun installation of fiber optics in town. Starting point was along Lake Rd to The Back 9 entrance. There was a gas main hit on an 8ft stinger portion of the main that was hit by the boring machine. The gas main was shut down, line repaired & placed back in service. That line could not be located due to a break in the tracer wire and the area has an excessive amount of other utility lines in a small area.

They will continue with installation along North Main & on the east side of town. With the higher than usual amount of Locates coming in, the guys have been busy.

ADA Curb Ramps should be starting soon.

South Main water main has been tapped & 60 ft of pipe laid to date. Will continue on the project as time allows after daily tasks are completed.

Jerry, Glen & Caleb will be attending the KRWA Water Conference towards the end of the month.

KCC inspection is coming up this month.

Will be picking up trees to plant around town (Golf Course, Parks, South Main area).

Schmidt & Sons gave 2 quotes on new tractors with Government Discounts that they feel are the best options for the City:

1-Massey Ferguson 5711 (110 HP) for \$62,000.

2- Massey Ferguson 4710 (100 HP) for \$54,648

These prices are with an \$8,000 trade-in good til end of March. Prices will increase afterwards.

They do have several used tractors on their lot:

1- 2018 4710 (1885 hours) \$58,000 minus \$8,000 trade = \$50,000

2- 2019 4710 (2100 hours) \$58,000 minus \$8,000 trade = \$50,000

3- 2017 5711 (2663 hours) \$55,000 minus \$8,000 trade = \$47,000

We also need to contact companies that do street work soon to get on their list.

Maintenance Superintendent  
Jerry Peitz

2023 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 OLF COURSE
JANUARY	5,131,700	\$ 59,688.95	775	\$23,688.23	3,680,000	90	\$ 4,732.38	1,451,700	\$31,268.34	5,286,500	154,800	3%	0
FEBRUARY	4,511,800	\$ 57,729.63	787	\$22,674.41	3,221,100	89	\$ 4,382.80	1,290,700	\$30,672.42	4,621,500	109,700	2%	0
MARCH	0	\$ -									0	#DIV/0!	0
APRIL	0	\$ -									0	#DIV/0!	0
MAY	0	\$ -									0	#DIV/0!	0
JUNE	0	\$ -									0	#DIV/0!	0
JULY	0	\$ -									0	#DIV/0!	0
AUGUST	0	\$ -									0	#DIV/0!	0
SEPTEMBER	0	\$ -									0	#DIV/0!	0
OCTOBER	0	\$ -									0	#DIV/0!	0
NOVEMBER	0	\$ -									0	#DIV/0!	0
DECEMBER	0	\$ -									0	#DIV/0!	0
TOTAL-AVG.	9,643,500	\$117,418.58	781.00	\$46,362.64	6,901,100	89.50	\$9,115.18	2,742,400	\$61,940.76	9,908,000	264,500	3%	0

\*\*INC. SEWER

January -  
February -  
March -  
April -  
May -  
June -  
July -  
August -  
September -  
October -  
November -  
December -

2023 GAS REPORT

MONTH	CITY OF CHENEY		RESIDENTIAL		COMMERCIAL		FEE		NET REVENUE							
	CITY METER READING as of 15th	CITY MCF USAGE as of 15th	LACK HILLS MCF USAGE as of 15th	BLACK HILLS DOLLARS BILLED	LACK HILL BILLING RATE	TOTAL VOLUME BILLED	TOTAL DOLLARS BILLED	# RES. CUST.		\$ BILLED RES. CUST.	VOLUME RES. CUST.	# COMM. CUST.	\$ BILLED COMM. CUST.	VOLUME COMM. CUST.	REVENUE	\$3.15
JAN (So.Mtr)			15224	\$ 167,781.10	\$11.0200	15,646	\$267,953.23	717	\$ 149,345.34	8,568	84	\$ 118,607.89	7,078	\$ 100,172.13	\$ 49,284.90	\$ 50,887.23
FEB (So.Mtr)			13386	\$ 111,756.57	\$8.3500	12,683	\$185,009.60	727	\$ 111,220.80	7,471	84	\$ 73,788.80	5,212	\$ 73,253.03	\$ 39,951.45	\$ 33,301.58
MAR (So.Mtr)						0	\$ -							\$ -	\$ -	\$ -
APR (So.Mtr)						0	\$ -							\$ -	\$ -	\$ -
MAY (So.Mtr)						0	\$ -							\$ -	\$ -	\$ -
JUNE (So.Mtr)						0	\$ -							\$ -	\$ -	\$ -
JULY (So.Mtr)						0	\$ -							\$ -	\$ -	\$ -
AUG (So.Mtr)						0	\$ -							\$ -	\$ -	\$ -
SEPT (So.Mtr)						0	\$ -							\$ -	\$ -	\$ -
OCT (So.Mtr)						0	\$ -							\$ -	\$ -	\$ -
NOV (So.Mtr)						0	\$ -							\$ -	\$ -	\$ -
DEC (So.Mtr)						0	\$ -							\$ -	\$ -	\$ -
TOTAL	0	0.00	28,610	\$ 279,537.67	0.00	28,329	\$452,962.83	722.00	\$ 260,566.14	16,039	84.00	\$ 192,396.69	12,290	\$ 173,425.16	\$ 89,236.35	\$ 84,188.81

JAN 422  
FEB -703  
MARCH  
APRIL  
MAY  
JUNE  
JULY  
AUG  
SEPT  
OCT  
NOV  
DEC  
  
TOTAL 422

## 2023 TRASH REPORT

	# ADDRESSES	X PICKUPS*	BILLED MONTHLY	PAID WC
		PAID TO WC		
JAN	809	\$30.00	\$16,643.25	\$13,005.75
FEB	812	\$60.00	\$16,721.00	\$13,038.64
MARCH	813	\$15.00	\$16,740.25	
APRIL		\$0.00		
MAY		\$0.00		
JUNE		\$0.00		
JULY		\$0.00		
AUG		\$0.00		
SEPT		\$0.00		
OCT		\$0.00		
NOV		\$0.00		
DEC		\$0.00		
TOTALS	811.3333333	\$105.00	\$50,104.50	\$26,044.39

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



## **Golf Report March 2023**

Another great month of numbers! It really helps that the best days have been on weekends. The equipment is ready to go, we will begin chemical applications as the weather allows. Our transition to a new point of sale system is complete with only minor hiccups.

### **Rounds Report**

<u>Year</u>	<u>February</u>	<u>Year to Date</u>
2023	939	1,565
2022	505	1,185
2021	436	964
2020	576	948

### **Revenue Report**

<u>Year</u>	<u>February</u>	<u>Year to Date</u>
2023	\$31,259.73	\$81,729.66
2022	\$17,765.40	\$62,091.10
2021	\$13,847.54	\$54,557.13
2020	\$17,663.31	\$42,835.31

## **Looking Ahead:**

We host our first tournament on March 18.

Kevin Fowler

Director of Golf

## **ADMINISTRATOR'S REPORT- MARCH 2023**

### **KMGA PRE-PAY AGREEMENT:**

KMGA will be available during the meeting for a conference call to explain the agreement and answer questions. In 2019, the city entered into an agreement with KMGA for a Prepay Gas Supply Project with MMGA; however, the market changed and it was no longer feasible to do the project, which projected a .33 discount on natural gas purchases. The current market is favorable for the prepay program again with a guaranteed discount of .25. In 2019, the City had agreed to 35% of the city's 2-year average of natural gas usage; however, the new agreement gives additional flexibility and the city could do a larger percentage than what was recommended in 2019. Assigning 50% of the city's gas to the prepay project would save \$13,493.37. The city does not prepay for the gas, but bonds are issued by a 3<sup>rd</sup> party to prepay for the gas.

### **ADA CURB RAMPS:**

Kirkham Michael will begin survey work on March 8<sup>th</sup>. There are 16 properties that will receive ADA curb ramps. Property owners were mailed a letter notifying them of the project. Design work will continue over the next several months with construction projects in late summer/early fall.

### **WAMPO COMMUTER FLOWS REPORT:**

WAMPO issued a report showing how far away residents are commuting to work and how many workers are commuting into Cheney. The largest percentage shows that 42% of workers who live in Cheney work 10-24 miles away and 36% of workers who work in Cheney live 10-24 miles away.

### **POOL:**

Lifeguard applications are open on our website until March 26th. The committee has met twice to discuss the pool since the last council meeting on the idea of building a new pool. Council will hold a workshop after the meeting to discuss the pool project.

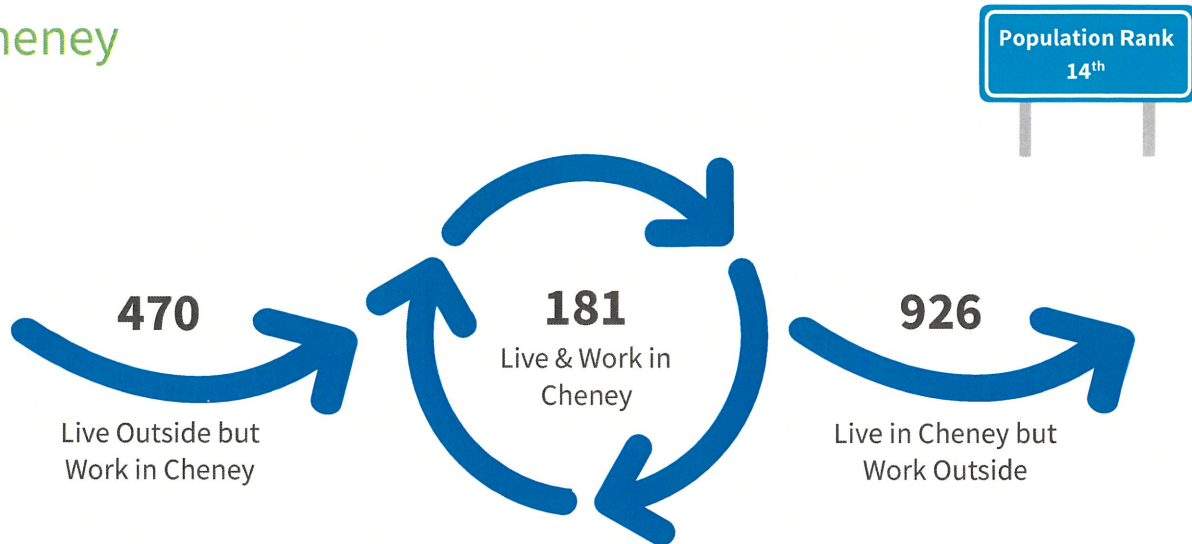
### **NATURAL GAS:**

It has been two years since the natural gas emergency from Storm Uri. The price of natural gas continues to fluctuate and remain higher than prices were before February 2021, but we are starting to see natural gas prices decrease for the future. The February 1<sup>st</sup>, 2023 billing was the highest billing rate the city has billed. The Attorney General has filed a suit against Macquarie Energy. Gas usage has fluctuated this winter as there have been a few dips of cold weather, followed by above average temperatures. Staff will continue to monitor the repayment of the loan in comparison with gas usage and the increased payment, due to an increase in the interest rate at the first of the year.

### **INSURANCE:**

The City's insurance is up for renewal on April 1<sup>st</sup>. We utilize EMC Insurance through Strong's Insurance. We are still waiting on the renewal and have asked for a quote from another insurance company.

## Cheney



Source: U.S. Census Bureau, Center for Economic Studies, LEHD. Accessed in July 2022 at <https://onthemap.ces.census.gov/>

The City of Cheney was first founded in 1883 as a station and shipping point on the Santa Fe Railway and Cheney State Park. The Cheney Reservoir has since become a popular recreation destination for many in the area. Cheney is served by their own public school district, operating. As of 2020, Cheney's population was 2,181, of which approximately 63% are in the labor force.<sup>14</sup> The mean travel time to work is 20.9 minutes.

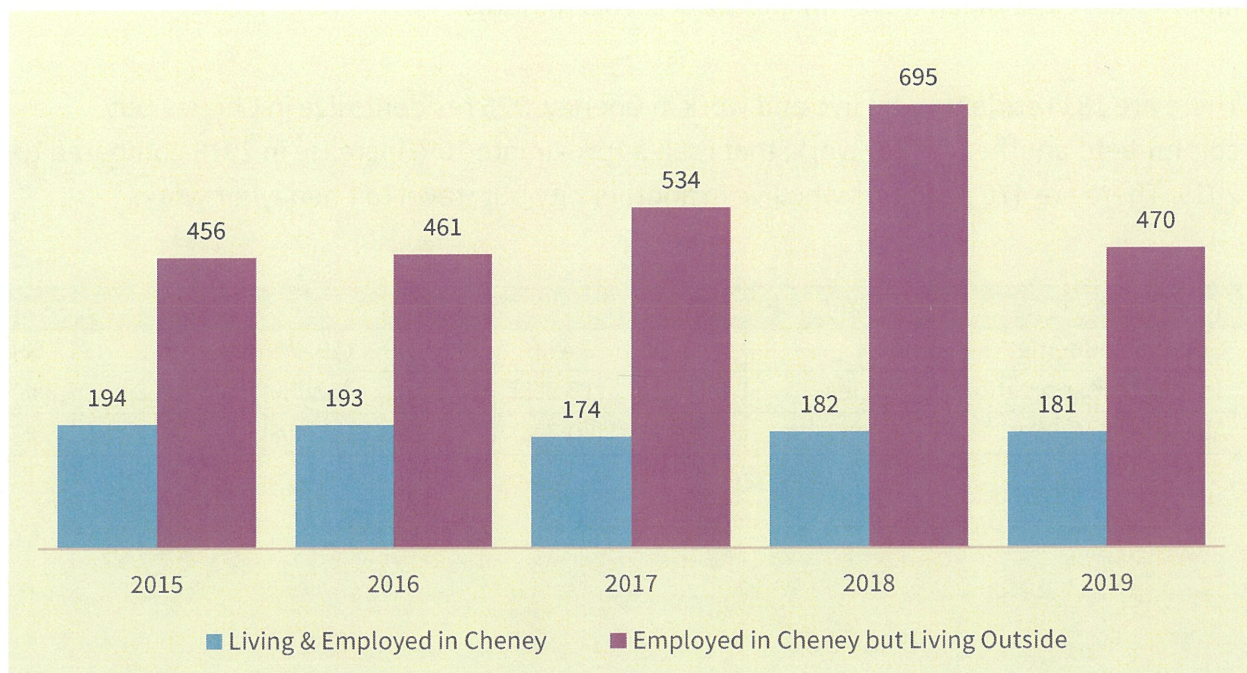
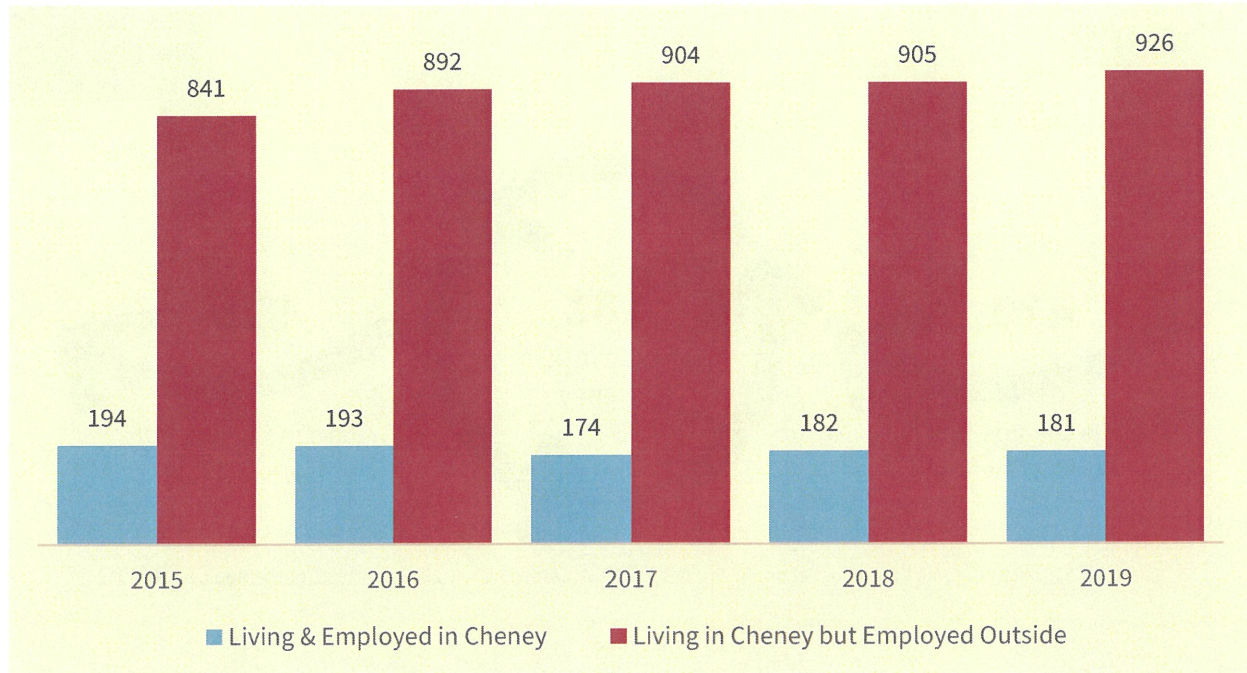
There are 181 residents who live and work in Cheney. 926 residents live in Cheney but commute to another city for work, that is an approximate 10% increase in 2019 compared to 2015. There are 470 residents who live in another city but travel to Cheney for work.

Industry Class (2019)	Internal	Inflow	Outflow
Goods Producing	17 (9.4%)	49 (10.4%)	289 (31.2%)
Trade, Transportation, & Utilities	36 (19.9%)	151 (32.1%)	160 (17.3%)
All Other Services	128 (70.7%)	270 (57.4%)	477 (51.5%)

<sup>14</sup> US Census 2020: ACS 5-Year Estimates Data Profiles

Retrieved from: <https://data.census.gov/cedsci/table?g=1600000US2012775&tid=ACSDP5Y2020.DP03>



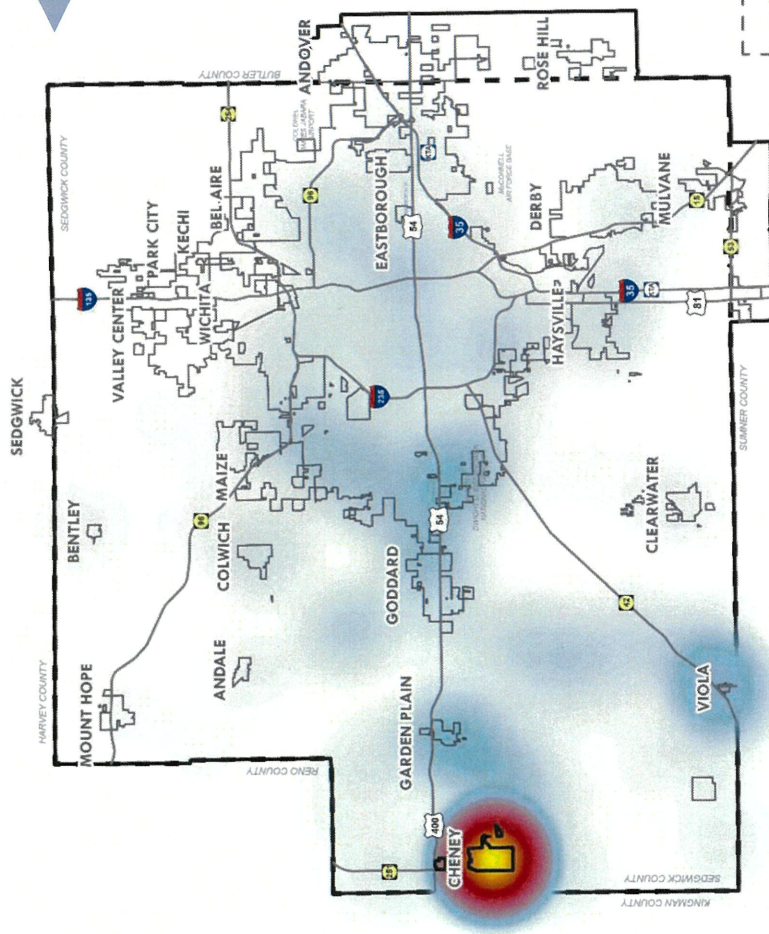




## Where Workers Live Who Work in Cheney

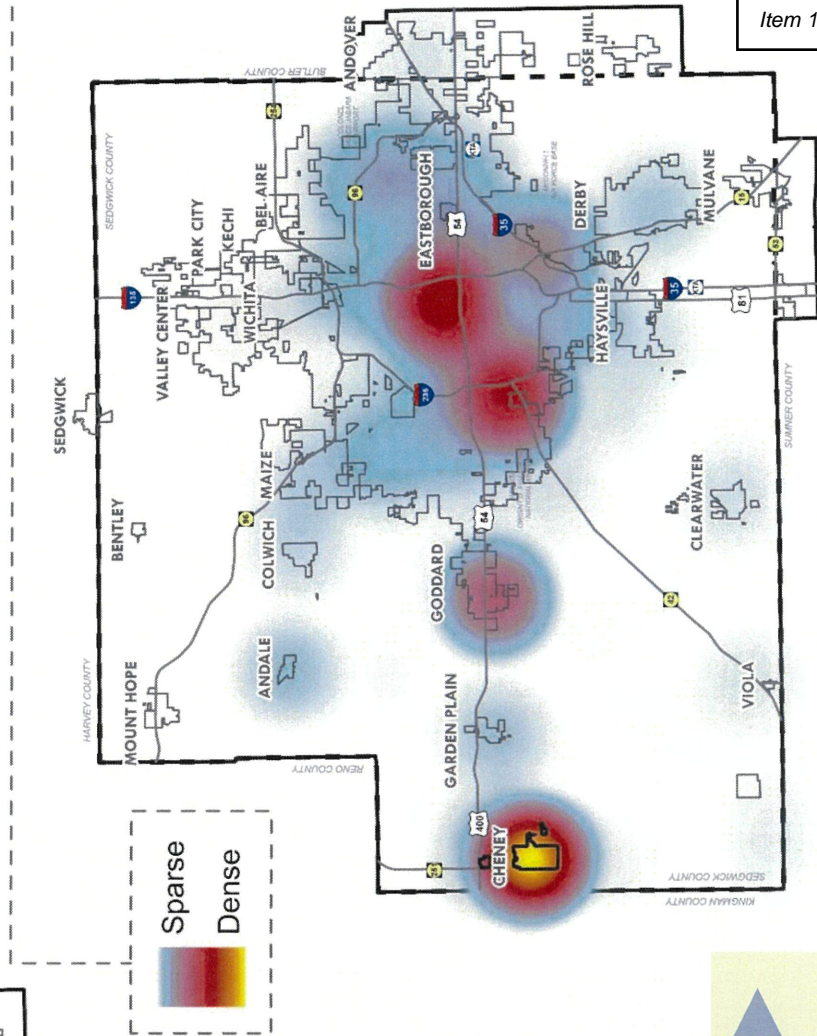
	of workers who work in Cheney live	from their place of employment
less than 10 miles		
10 – 24 Miles		
25 – 50 Miles		
greater than 50 Miles		

277	42.5%
238	36.6%
82	12.6%
54	8.3%



	of workers who live in Cheney work	from their place of residence
less than 10 miles		
10 – 24 Miles		
25 – 50 Miles		
greater than 50 Miles		

218	19.7%
467	42.2%
295	26.6%
127	11.5%



## Where Workers Work Who Live in Cheney

Item 14)

## **CLERK REPORT- MARCH 2023**

### **WELLNESS:**

Wellness Bingo will begin April 2<sup>nd</sup> through April 22<sup>nd</sup>.

### **TRAINING:**

I attended the OJA Court Conference in Wichita, KS on Friday, March 3<sup>rd</sup>.

### **MONTHLY DUTIES:**

Processed paperwork for one new full-time employee.

February cash was reconciled.

Payroll was conducted twice.

Sales tax reports were filed.

Council minutes were completed for the regular meeting.

13 residents were notified of potential water leaks.

74 Past Due Notices were mailed in the amount of \$22,200.08 (120 past due in 2022, 127 past due in 2021, 130 past due in 2020) 3 shut-off's were done on March 1<sup>st</sup>.