



MEETING OF THE REGULAR CITY COUNCIL

Council Chambers, City Hall – 131 N Main St

November 12, 2020 at 7:00 PM

AGENDA

HONORABLE MAYOR MIZE AND MEMBERS OF THE COUNCIL

CALL REGULAR MEETING TO ORDER

MEMBERS PRESENT

PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

PRAYER

DETERMINE AGENDA ADDITIONS

CONSENT AGENDA

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

- A) Bills List
- B) Approval of minutes for the October 8th, 2020 Council meeting.
- C) Approval of minutes for the October 9th, 2020 Council meeting.
- D)
 - Mechanical - 105 E Shadybrook - Redbird Service Co
 - Commercial Bldg - 105 E Shadybrook - Commerce Construction
 - Well - 642 E 6th - Weninger Drilling
 - Roofing - 737 E 2nd - Burwell Construction
 - Wrecking - 105 Shadybrook - Commerce Construction
 - Building - 528 E 2nd Ave - Dan Dawson

Fence - 438 Quail Run Ct - Jason Gregory

Electrical - 229 Lakeside Dr. - Fahnestock

Plumbing - 105 Shadybrook - Ck Contracting

Electrical - 105 Shadybrook - W Electric

Roofing - 218 W 1st Ave - 4 C Construction

Siding - 728 Lincoln - Kampling Construction

Mechanical - 427 Roosevelt - Cheney Electric Service

Carport - 6 Heather Lane - David Sagner

Curb Cut/Approach - 351 Lakeside - Rodriguez Concrete

Council member _____ move to approve the consent agenda as listed/amended.

Council member _____ seconded the motion.

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

OLD BUSINESS

NEW BUSINESS

- 1) **PRESENTATION BY ERIC MEYER OF GEORGE, BOWERMAN, AND NOEL, P.A. CONCERNING THE 2018 AND 2019 YEARLY AUDIT**

- 2) **CONSIDERATION OF PURCHASING MINI EXCAVATOR**

Three bids were received on purchasing a mini excavator to be utilized amongst the utility and street departments. Funds were budgeted for 2020, split amongst the departments.

Council member _____ moved to purchase a mini excavator from _____ in the amount of \$_____.

Council member _____ seconded the motion.

- 3) **CONSIDERATION OF INSTALLING A GENERATOR AT CITY HALL**

The current generator that is available to City Hall will be installed at the water well. Staff is requesting a generator and auto transfer switch be purchased and installed at City Hall, so it is available in a time of need. Pricing was received.

Grainger \$10,572 (+ contract labor estimated at \$1000)
Twietmeyer Electric \$14,492.60 + \$1000 labor
Cheney Electric \$18,054 (labor included)

Council member _____ moved to purchase and install a generator and auto transfer switch in the amount of \$_____.

Council member _____ seconded the motion.

4) CONSIDERATION OF MAYOR MIZE'S APPOINTMENT

Cheney Fire Department has requested the appointment of
Firefighter Mason Schell

Council member _____ moved to confirm the Mayor's appointment.

Council member _____ seconded the motion.

5) CONSIDERATION OF VISION INSURANCE RATES FOR 2020

Employee vision insurance coverage renews January 1, 2021. Insurance rates will remain the same through 2021. Employees pay 100% of the cost.

Council member _____ moved to approve the Surency Vision Plan.

Council member _____ seconded the motion.

6) CONSIDERATION OF KANSAS CITY LIFE INSURANCE RATES FOR 2021

The City of Cheney provides a life insurance policy for all full-time employees as part of their Employee Benefit Package.

Council member _____ moved to approve the renewal rates from Kansas City Life.

Council member _____ seconded the motion.

7) ADOPTION OF SICK LEAVE BANK POLICY

Section E-6 (j) of the City's Personnel Policy states the City has a "Shared Leave Program". The policy references that additional information and procedures for donation and requesting Shared Leave time are available from the City Clerk. To address the procedures, staff is requesting an update to the "Shared Leave Program" section of the Personnel Policy found on page 22-24 of the policy.

Council member _____ moved to adopt the updated Personnel Policy.

Council member _____ seconded the motion.

8) CONSIDERATION OF PAYING FREIGHT COST AND GROUND COVER FOR PLAYGROUND EQUIPMENT

Cheney Recreation Commission has been awarded a 50% matching grant to purchase playground equipment at the South Complex. This equipment will be added to make the current playground larger. The Rec has asked the City to help pay for the freight and mulch. The City and Rec partnered in 2016 on the current playground with the City also paying for the freight and mulch in the amount of \$7,251. The requested amount for this year's freight and mulch will be available at the meeting.

Council member _____ moved to pay the freight cost and mulch of up to \$_____

Council member _____ seconded the motion.

9) CONSIDERATION OF PURCHASING SCBA FOR CHENEY FIRE DEPARTMENT

Twelve self-contained breathing apparatuses are up for sale on GovDeals. They have only been used for a year. The Fire Association met to approve the purchase and are requesting the City share the cost.

10) CONSIDERATION OF PURCHASE JACOBSEN MOWER

Cherry Oaks Golf Course is requesting to purchase a demo mower in the amount of \$57,960.

11) CONSIDERATION OF ENFORCEMENT OF SEDGWICK COUNTY HEALTH ORDER

Sedgwick County has asked cities to partner with Sedgwick County on enforcing the Health Order to help fight Covid-19. If the City wishes to proceed, any official from the City or County could initiate a complaint against a business or individual by notifying the County health Department through email. A warning letter from the Health Department will be sent to the offending party with a copy being sent to the City. If subsequent offenses occur, an official could send a written complaint to the Health Department and the County will serve a notice to appear in Sedgwick County Court.

REPORTS**Police Report**

12) October Police Report

13) Court Report

Fire Report

14) Fire Report

Maintenance Report

[15\)](#) Maintenance Report

[16\)](#) Gas Report

[17\)](#) Water Report

[18\)](#) Trash Report

Golf Course Report

[19\)](#) Golf Course Report

Administrator's Report

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

ATTORNEY'S ITEMS

MAYOR'S ITEMS

COUNCIL ITEMS

EXECUTIVE SESSION

ADJOURN

21) Council member _____ moved to adjourn at _____ p.m.

Council member _____ seconded the motion.

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.

Invoice Status Report By Vendor - Detail

Date: Item A)
 Time:
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City of Cheney

Ref. No	Invoice Number	Invoice Date Payable Date	Check Date Bank Code	Check Number	Status	Invoice Description 1 Invoice Description 2	Invoice Amount
Vendor:	CHENEY MUNICIPAL UTILITIES						
	43691	10/06/2020 10/06/2020	10/08/2020 CSB	37059	C	MONTHLY STATEMENT	172.46
Total for: CHENEY MUNICIPAL UTILITIES							172.46
Vendor:	LUBBERS FORD, INC.						
	43671	10/06/2020 10/06/2020	10/08/2020 CSB	37075	C	MONTHLY STATEMENT	111.12
Total for: LUBBERS FORD, INC.							111.12
Vendor:	CHENEY LIBRARY						
	43731	10/29/2020 10/29/2020	10/29/2020 CSB	37105	C	LIBRARY PETTY CASH	37.47
Total for: CHENEY LIBRARY							37.47
Vendor:	PETTY CASH						
	43693	10/06/2020 10/06/2020	10/08/2020 CSB	37081	C	POLICE/WATER/POSTAGE	10.40
	43767	10/29/2020 10/29/2020	10/29/2020 CSB	37134	C	PETTY CASH-POSTAGE	12.40
Total for: PETTY CASH							22.80
Vendor:	ANDREWS WELDING SERVICE						
	43664	10/06/2020 10/06/2020	10/08/2020 CSB	37056	C	SLURRY TRUCK PARTS	120.00
Total for: ANDREWS WELDING SERVICE							120.00
Vendor:	SEDGWICK COUNTY ELECTRIC						
	43754	10/29/2020 10/29/2020	10/29/2020 CSB	37142	C	MONTHLY STATEMENT	1,344.64
Total for: SEDGWICK COUNTY ELECTRIC							1,344.64
Vendor:	QUILL CORPORATION						
	43703	10/28/2020 10/28/2020	10/29/2020 CSB	37136	C	OFFICE SUPPLIES	352.77
	43725	10/29/2020 10/29/2020	10/29/2020 CSB	37136	C	OFFICE SUPPLIES	92.32
Total for: QUILL CORPORATION							445.09
Vendor:	JIM'S FOODLINER						
	43728	10/29/2020 10/29/2020	10/29/2020 CSB	37122	C	RESTITUTION MISTY MCCOLUMN	200.00
Total for: JIM'S FOODLINER							200.00
Vendor:	BAYSINGER POLICE SUPPLY						
	43729	10/29/2020 10/29/2020	10/29/2020 CSB	37099	C	POLICE EQUIP	239.98
Total for: BAYSINGER POLICE SUPPLY							239.98
Vendor:	W.W. GRAINGER, INC.						
	43726	10/29/2020 10/29/2020	10/29/2020 CSB	37118	C	STREET STENCILS	66.08
Total for: W.W. GRAINGER, INC.							66.08
Vendor:	KANSAS STATE TREASURER						
	43686	10/06/2020 10/06/2020	10/08/2020 CSB	37073	C	MUNICIPAL COURT FEES	626.00
Total for: KANSAS STATE TREASURER							626.00
Vendor:	KANSAS DEPARTMENT OF REVENUE						
	1278						

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Ref. No	Invoice Number	Invoice Date Payable Date	Check Date Bank Code	Check Number	Status	Invoice Description 1 Invoice Description 2	Invoice Amount
43668		10/06/2020 10/06/2020	10/08/2020 CSB	37070	C	WATER PROTECTION JUL/AUG/SEPT	1,538.82
Total for: KANSAS DEPARTMENT OF REVENUE							1,538.82
Vendor:	EMC INSURANCE COMPANIES	1422					
43735		10/29/2020 10/29/2020	10/29/2020 CSB	37112	C	MONTHLY STATEMENT	8,693.55
Total for: EMC INSURANCE COMPANIES							8,693.55
Vendor:	FARMERS CO-OP ELEVATOR CO.	1592					
43655		10/06/2020 10/06/2020	10/08/2020 CSB	37066	C	MONTHLY STATEMENT	4,094.02
Total for: FARMERS CO-OP ELEVATOR CO.							4,094.02
Vendor:	AT&T #3	1631					
43747		10/29/2020 10/29/2020	10/29/2020 CSB	37097	C	MONTHLY STATEMENT	530.26
Total for: AT&T #3							530.26
Vendor:	SOUTHWEST TRUCK PARTS, INC	1773					
43663		10/06/2020 10/06/2020	10/08/2020 CSB	37088	C	STREET DEPT PARTS	653.85
Total for: SOUTHWEST TRUCK PARTS, INC							653.85
Vendor:	OFFICE OF THE ATTORNEY GENERAL	2086					
43756		10/29/2020 10/29/2020	10/29/2020 CSB	37130	C	RESTITUTION ACE WATSON	25.00
Total for: OFFICE OF THE ATTORNEY GENERAL							25.00
Vendor:	DPC ENTERPRISES, L. P.	2194					
43748		10/29/2020 10/29/2020	10/29/2020 CSB	37111	C	STATEMENT	10.00
Total for: DPC ENTERPRISES, L. P.							10.00
Vendor:	O'REILLY AUTO PARTS	2210					
43670		10/06/2020 10/06/2020	10/08/2020 CSB	37079	C	MONTHLY STATEMENT	158.32
Total for: O'REILLY AUTO PARTS							158.32
Vendor:	WASTE CONNECTIONS INC	2212					
43673		10/06/2020 10/06/2020	10/08/2020 CSB	37093	C	MONTHLY STATEMENT	10,157.87
Total for: WASTE CONNECTIONS INC							10,157.87
Vendor:	COX COMMUNICATIONS	2275					
43694		10/07/2020 10/07/2020	10/08/2020 CSB	37062	C	MONTHLY STATEMENT	1,029.38
Total for: COX COMMUNICATIONS							1,029.38
Vendor:	ART'S & MARY'S TATER CHIPS	2284					
43723		10/29/2020 10/29/2020	10/29/2020 CSB	37096	C	GOLF COURSE FOOD PRODUCTS	198.00
Total for: ART'S & MARY'S TATER CHIPS							198.00
Vendor:	FIRST WIRELESS, INC.	2384					
43760		10/29/2020 10/29/2020	10/29/2020 CSB	37115	C	POLICE EQUIPMENT	338.50
Total for: FIRST WIRELESS, INC.							338.50
Vendor:	KIMBALL MIDWEST	2385					
43752		10/29/2020 10/29/2020	10/29/2020 CSB	37125	C	SHOP PARTS	94.94

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Ref. No	Invoice Number	Invoice Date Payable Date	Check Date Bank Code	Check Number	Status	Invoice Description 1 Invoice Description 2	Invoice Amount
Total for: KIMBALL MIDWEST							94.94
Vendor:	SEDGWICK COUNTY						
43661		10/06/2020	10/08/2020	37086	C	PRISONER FEES FOR SEPT	17.85
		10/06/2020	CSB				
Total for: SEDGWICK COUNTY							17.85
Vendor:	TIMES SENTINEL						
43701		10/28/2020	10/29/2020	37148	C	ORDINANCE 932 - CURFEW	171.00
		10/28/2020	CSB				
Total for: TIMES SENTINEL							171.00
Vendor:	KEVIN FOWLER						
43688		10/06/2020	10/08/2020	37068	C	TRAVEL EXPENSES FOR KEVIN	26.45
		10/06/2020	CSB				
43724		10/29/2020	10/29/2020	37116	C	TRAVEL EXPENSES FOR KEVIN	26.45
		10/29/2020	CSB				
43753		10/29/2020	10/29/2020	37116	C	TRAVEL EXPENSES FOR KEVIN	26.45
		10/29/2020	CSB				
Total for: KEVIN FOWLER							79.35
Vendor:	CHERRY OAKS GOLF COURSE						
43683		10/06/2020	10/08/2020	37060	C	GOLF COURSE BEER PRODUCTS	620.65
		10/06/2020	CSB				
43695		10/07/2020	10/08/2020	37060	C	GOLF COURSE BEER PRODUCTS	292.85
		10/07/2020	CSB				
43705		10/28/2020	10/29/2020	37106	C	MILEAGE FOR STATE GOLF	200.00
		10/28/2020	CSB				
43734		10/29/2020	10/29/2020	37106	C	GOLF CART PARTS	95.00
		10/29/2020	CSB				
43745		10/29/2020	10/29/2020	37106	C	GOLF COURSE BEER PRODUCTS	347.45
		10/29/2020	CSB				
Total for: CHERRY OAKS GOLF COURSE							1,555.95
Vendor:	KANSAS GOLF AND TURF, INC.						
43742		10/29/2020	10/29/2020	37123	C	GOLF COURSE PARTS	292.37
		10/29/2020	CSB				
Total for: KANSAS GOLF AND TURF, INC.							292.37
Vendor:	TEXOMA GOLF, INC.						
43681		10/06/2020	10/08/2020	37092	C	GOLF COURSE MERCHANDISE	879.80
		10/06/2020	CSB				
43722		10/29/2020	10/29/2020	37147	C	GOLF COURSE	297.65
		10/29/2020	CSB				
Total for: TEXOMA GOLF, INC.							1,177.45
Vendor:	R & R PRODUCTS, INC.						
43768		10/29/2020	10/29/2020	37137	C	GOLF COURSE MAINTENANCE	156.75
		10/29/2020	CSB				
Total for: R & R PRODUCTS, INC.							156.75
Vendor:	TITLEIST						
43714		10/28/2020	10/29/2020	37149	C	GOLF COURSE MERCHANDISE	460.82
		10/28/2020	CSB				
43743		10/29/2020	10/29/2020	37149	C	GOLF COURSE MERCHANDISE	325.64
		10/29/2020	CSB				
Total for: TITLEIST							786.46
Vendor:	BAKER & TAYLOR BOOKS						

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Ref. No	Invoice Number	Invoice Date Payable Date	Check Date Bank Code	Check Number	Status	Invoice Description 1 Invoice Description 2	Invoice Amount
43707		10/28/2020 10/28/2020	10/29/2020 CSB	37098	C	LIBRARY BOOKS	710.92
Total for: BAKER & TAYLOR BOOKS							710.92
Vendor: WINDOW SMITH							
43757		10/29/2020 10/29/2020	10/29/2020 CSB	37143	C	LIBRARY WINDOWS	9.00
Total for: WINDOW SMITH							9.00
Vendor: ROBERTS HUTCH-LINE							
43708		10/28/2020 10/28/2020	10/29/2020 CSB	37139	C	LIBRARY EQUIPMENT	319.20
43709		10/28/2020 10/28/2020	10/29/2020 CSB	37139	C	LIBRARY EQUIPMENT	110.99
Total for: ROBERTS HUTCH-LINE							430.19
Vendor: MAXIMUM OUTDOOR EQUIPMENT							
43667		10/06/2020 10/06/2020	10/08/2020 CSB	37076	C	MOWER PARTS	9.84
43739		10/29/2020 10/29/2020	10/29/2020 CSB	37127	C	MOWER PARTS	22.50
Total for: MAXIMUM OUTDOOR EQUIPMENT							32.34
Vendor: WHITE STAR MACHINERY & SUPPLY							
43720		10/28/2020 10/28/2020	10/29/2020 CSB	37155	C	MOWER PARTS	142.64
Total for: WHITE STAR MACHINERY & SUPPLY							142.64
Vendor: VERIZON WIRELESS MESSAGING							
43702		10/28/2020 10/28/2020	10/29/2020 CSB	37152	C	MONTHLY STATEMENT	387.54
Total for: VERIZON WIRELESS MESSAGING							387.54
Vendor: TORO NSN							
43741		10/29/2020 10/29/2020	10/29/2020 CSB	37150	C	GOLF COURSE IRRIGATION	514.56
Total for: TORO NSN							514.56
Vendor: STECKLINE COMMUNICATIONS INC.							
43665		10/06/2020 10/06/2020	10/08/2020 CSB	37090	C	GOLF COURSE ADVERTISING	285.00
Total for: STECKLINE COMMUNICATIONS INC.							285.00
Vendor: CHENEY DOOR COMPANY							
43749		10/29/2020 10/29/2020	10/29/2020 CSB	37104	C	3RD QTR STATEMENT	202.50
Total for: CHENEY DOOR COMPANY							202.50
Vendor: WATER WISE ENTERPRISES LLC							
43715		10/28/2020 10/28/2020	10/29/2020 CSB	37154	C	WATER DEPT CHEMICALS	1,791.00
Total for: WATER WISE ENTERPRISES LLC							1,791.00
Vendor: BERGKAMP INCORPORATED							
43662		10/06/2020 10/06/2020	10/08/2020 CSB	37058	C	STREET EQUIPMENT PARTS	1,736.90
Total for: BERGKAMP INCORPORATED							1,736.90
Vendor: PRAIRIE FIRE COFFEE ROASTERS							
43666		10/06/2020 10/06/2020	10/08/2020 CSB	37082	C	GOLF COURSE BEVERAGES	79.40

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Ref. No	Invoice Number	Invoice Date Payable Date	Check Date Bank Code	Check Number	Status	Invoice Description 1 Invoice Description 2	Invoice Amount
Total for: PRAIRIE FIRE COFFEE ROASTERS							79.40
Vendor:	FISHER LUMBER COMPANY INC						
		3036					
43676		10/06/2020	10/08/2020	37067	C	ART PROJECT	152.74
		10/06/2020	CSB				
Total for: FISHER LUMBER COMPANY INC							152.74
Vendor:	SALINA SUPPLY COMPANY						
		3048					
43690		10/06/2020	10/08/2020	37085	C	WATER DEPT PARTS	365.88
		10/06/2020	CSB				
43727		10/29/2020	10/29/2020	37141	C	WATER DEPT PARTS	180.70
		10/29/2020	CSB				
Total for: SALINA SUPPLY COMPANY							546.58
Vendor:	KANSAS ONE CALL SYSTEM, INC						
		3061					
43677		10/06/2020	10/08/2020	37072	C	SEPTEMBER STATEMENT	52.80
		10/06/2020	CSB				
Total for: KANSAS ONE CALL SYSTEM, INC							52.80
Vendor:	HACH COMPANY						
		3231					
43718		10/28/2020	10/29/2020	37119	C	WATER CHEMICALS	783.36
		10/28/2020	CSB				
Total for: HACH COMPANY							783.36
Vendor:	BLUE CROSS BLUE SHIELD OF K						
		3233					
43765		10/29/2020	10/29/2020	37101	C	NOVEMBER STATEMENT	18,785.80
		10/29/2020	CSB				
Total for: BLUE CROSS BLUE SHIELD OF K							18,785.80
Vendor:	PETTY CASH FUND						
		3235					
43766		10/29/2020	10/29/2020	37133	C	MONTHLY PETTY CASH	188.25
		10/29/2020	CSB				
Total for: PETTY CASH FUND							188.25
Vendor:	KANSAS MUNICIPAL GAS AGENCY						
		3305					
43689		10/06/2020	10/08/2020	37071	C	AUGUST STATEMENT	11,989.82
		10/06/2020	CSB				
Total for: KANSAS MUNICIPAL GAS AGENCY							11,989.82
Vendor:	PROFESSIONAL TURF PRODUCTS						
		4022					
43679		10/06/2020	10/08/2020	37083	C	GOLF COURSE PARTS	309.11
		10/06/2020	CSB				
Total for: PROFESSIONAL TURF PRODUCTS							309.11
Vendor:	KCL GROUP BENEFITS						
		4123					
43736		10/29/2020	10/29/2020	37124	C	NOVEMBER STATEMENT	69.76
		10/29/2020	CSB				
Total for: KCL GROUP BENEFITS							69.76
Vendor:	COMM LINK INC						
		4145					
43684		10/06/2020	10/08/2020	37061	C	PHONE INSTALL FOR COUNCIL	1,380.00
		10/06/2020	CSB				
Total for: COMM LINK INC							1,380.00
Vendor:	UNIQUE ENTERPRISES						
		4202					
43740		10/29/2020	10/29/2020	37151	C	GOLF/CITY SERVICES	555.00
		10/29/2020	CSB				
43746		10/29/2020	10/29/2020	37151	C	CITY HALL SERVICES	40.00
		10/29/2020	CSB				
Total for: UNIQUE ENTERPRISES							595.00
Vendor:	DEXTER PUMP SERVICE						
		4206					

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City of Cheney

Ref. No	Invoice Number	Invoice Date Payable Date	Check Date Bank Code	Check Number	Status	Invoice Description 1 Invoice Description 2	Invoice Amount
43682		10/06/2020 10/06/2020	10/08/2020 CSB	37064	C	GOLF COURSE SERVICES	4,881.71
Total for: DEXTER PUMP SERVICE							4,881.71
Vendor: GARY KERR							
43672		10/06/2020 10/06/2020	10/08/2020 CSB	37074	C	MONTHLY CLEANING	145.00
Total for: GARY KERR							145.00
Vendor: STEPHENSON LAW OFFICE LLC							
43763		10/29/2020 10/29/2020	10/29/2020 CSB	37144	C	JESSICA WOHLFORD	200.00
Total for: STEPHENSON LAW OFFICE LLC							200.00
Vendor: HOMETOWN FARM SUPPLY							
43675		10/06/2020 10/06/2020	10/08/2020 CSB	37069	C	MONTHLY STATEMENT	858.85
Total for: HOMETOWN FARM SUPPLY							858.85
Vendor: KS HEALTH & ENVIRONMENTAL LABS							
43751		10/29/2020 10/29/2020	10/29/2020 CSB	37126	C	WATER SAMPLES E 7000	257.00
Total for: KS HEALTH & ENVIRONMENTAL LABS							257.00
Vendor: OPTIV SECURITY INC							
43657		10/06/2020 10/06/2020	10/08/2020 CSB	37080	C	SECURITY TOKENS	54.65
43658		10/06/2020 10/06/2020	10/08/2020 CSB	37080	C	POLICE TOKENS	109.31
Total for: OPTIV SECURITY INC							163.96
Vendor: BSN SPORTS							
43700		10/28/2020 10/28/2020	10/29/2020 CSB	37103	C	POLICE UNIFORMS	195.20
Total for: BSN SPORTS							195.20
Vendor: ASPERA BROADCASTING INC							
43680		10/06/2020 10/06/2020	10/08/2020 CSB	37057	C	GOLF COURSE ADVERTISING	198.00
Total for: ASPERA BROADCASTING INC							198.00
Vendor: BLACK CLOVER ENTERPRISES LLC							
43744		10/29/2020 10/29/2020	10/29/2020 CSB	37100	C	GOLF COURSE MERCHANDISE	735.50
Total for: BLACK CLOVER ENTERPRISES LLC							735.50
Vendor: SURENCY LIFE & HEALTH							
43762		10/29/2020 10/29/2020	10/29/2020 CSB	37146	C	OCT STATEMENT	197.58
Total for: SURENCY LIFE & HEALTH							197.58
Vendor: SUPERIOR EMERGENCY RESPONSE							
43761		10/29/2020 10/29/2020	10/29/2020 CSB	37145	C	INSTALLATION OF POLICE EQUIP	450.00
Total for: SUPERIOR EMERGENCY RESPONSE							450.00
Vendor: MERIDIAN ANALYTICAL LABS							
43692		10/06/2020 10/06/2020	10/08/2020 CSB	37077	C	WATER SAMPLES	267.00
43721		10/28/2020 10/28/2020	10/29/2020 CSB	37129	C	WATER SAMPLES	330.00

Invoice Status Report By Vendor - Detail

Date: Item A)
 Time:
 Page: 7

City of Cheney

Ref. No	Invoice Number	Invoice Date Payable Date	Check Date Bank Code	Check Number	Status	Invoice Description 1 Invoice Description 2	Invoice Amount
Total for: MERIDIAN ANALYTICAL LABS							597.00
Vendor:	PURPLE MOOSE PRINTING LLC	4599					
43711		10/28/2020 10/28/2020	10/29/2020 CSB	37135	C	SHIRTS FOR POLICE DEPT	30.00
Total for: PURPLE MOOSE PRINTING LLC							30.00
Vendor:	AUSTIN PARKER	4656					
43759		10/29/2020 10/29/2020	10/29/2020 CSB	37131	C	REIMBURSEMENT FOR COMPUTER	1,107.29
Total for: AUSTIN PARKER							1,107.29
Vendor:	CORE & MAIN	4663					
43716		10/28/2020 10/28/2020	10/29/2020 CSB	37108	C	WATER DEPT PARTS	132.00
Total for: CORE & MAIN							132.00
Vendor:	S & Y ENTERPRISES	4676					
43737		10/29/2020 10/29/2020	10/29/2020 CSB	37140	C	GOLF COURSE FOOD PRODUCTS	255.50
Total for: S & Y ENTERPRISES							255.50
Vendor:	DOLLAR GENERAL	4703					
43719		10/28/2020 10/28/2020	10/29/2020 CSB	37109	C	RESTITUTION KATHY SHUMARD	35.00
Total for: DOLLAR GENERAL							35.00
Vendor:	BROADSTROKE INC	4767					
43755		10/29/2020 10/29/2020	10/29/2020 CSB	37102	C	OCT STATEMENT	552.19
Total for: BROADSTROKE INC							552.19
Vendor:	ENTERCOM WICHITA KEYN-FM	4777					
43704		10/28/2020 10/28/2020	10/29/2020 CSB	37113	C	GOLF COURSE ADVERTISING	309.00
43732		10/29/2020 10/29/2020	10/29/2020 CSB	37113	C	GOLF COURSE ADVERTISING	437.50
43764		10/29/2020 10/29/2020	10/29/2020 CSB	37113	C	GOLF COURSE ADVERTISING	467.00
Total for: ENTERCOM WICHITA KEYN-FM							1,213.50
Vendor:	PEPSI-COLA	4788					
43712		10/28/2020 10/28/2020	10/29/2020 CSB	37132	C	BEVERAGES FOR GOLF COURSE	180.00
43733		10/29/2020 10/29/2020	10/29/2020 CSB	37132	C	GOLF COURSE BEVERAGES	411.00
43758		10/29/2020 10/29/2020	10/29/2020 CSB	37132	C	GOLF COURSE BEVERAGES	256.00
Total for: PEPSI-COLA							847.00
Vendor:	SPK CHENEY	4806					
43674		10/06/2020 10/06/2020	10/08/2020 CSB	37089	C	MONTHLY STATEMENT	159.70
Total for: SPK CHENEY							159.70
Vendor:	ARAMARK	4824					
43750		10/29/2020 10/29/2020	10/29/2020 CSB	37095	C	MONTHLY STATEMENT	238.52
Total for: ARAMARK							238.52
Vendor:	EVERGY	4827					

Invoice Status Report By Vendor - Detail

Date: Item A
 Time:
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City of Cheney

Ref. No	Invoice Number	Invoice Date Payable Date	Check Date Bank Code	Check Number	Status	Invoice Description 1 Invoice Description 2	Invoice Amount
43669		10/06/2020 10/06/2020	10/08/2020 CSB	37065	C	STREET LIGHTS STATEMENT	2,946.78
43717		10/28/2020 10/28/2020	10/29/2020 CSB	37114	C	MONTHLY STATEMENT	5,232.11
Total for: EVERGY							8,178.89
Vendor:	GODFREY'S TACTICAL SUPPLY	4834					
43730		10/29/2020 10/29/2020	10/29/2020 CSB	37117	C	POLICE UNIFORM	52.00
Total for: GODFREY'S TACTICAL SUPPLY							52.00
Vendor:	SUMNER ONE	4842					
43685		10/06/2020 10/06/2020	10/08/2020 CSB	37091	C	OFFICE SUPPLIES	141.89
Total for: SUMNER ONE							141.89
Vendor:	BRANDON RITCHA	4848					
43678		10/06/2020 10/06/2020	10/08/2020 CSB	37084	C	COURT ATTORNEY	124.00
Total for: BRANDON RITCHA							124.00
Vendor:	JETWASH	4862					
43738		10/29/2020 10/29/2020	CSB	0	X	POLICE CAR WASHES	255.00
Total for: JETWASH							255.00
Vendor:	W ELECTRIC	4886					
43713		10/28/2020 10/28/2020	10/29/2020 CSB	37153	C	ELECTRICAL WORK FOR GOLF C	325.00
Total for: W ELECTRIC							325.00
Vendor:	MUNICODE	4900					
43660		10/06/2020 10/06/2020	10/08/2020 CSB	37078	C	OFFICE EQUIPMENT	350.00
Total for: MUNICODE							350.00
Vendor:	SEEDERS INC	4904					
43687		10/06/2020 10/06/2020	10/08/2020 CSB	37087	C	BALLFIELD AT SOUTH MAIN	3,400.00
Total for: SEEDERS INC							3,400.00
Vendor:	DANKO EMERGENCY EQUIPMENT	4905					
43659		10/06/2020 10/06/2020	10/08/2020 CSB	37063	C	FIRE UNIFORMS & FOAM	1,328.67
Total for: DANKO EMERGENCY EQUIPMENT							1,328.67
Vendor:	COMMERCIAL LAUNDRY SALES & SER	4906					
43696		10/14/2020 10/14/2020	10/14/2020 CSB	37094	C	WASHER & DRYER FOR FIRE DEPT	12,728.91
Total for: COMMERCIAL LAUNDRY SALES & SER							12,728.91
Vendor:	WADE MCGUFFEY	4907					
43697		10/28/2020 10/28/2020	10/29/2020 CSB	37128	C	UTILITY REIMBURSEMENT	18.70
Total for: WADE MCGUFFEY							18.70
Vendor:	MINDI HOLLOWAY	4908					
43698		10/28/2020 10/28/2020	10/29/2020 CSB	37120	C	DEPOSIT REIMBURSEMENT	125.87
Total for: MINDI HOLLOWAY							125.87
Vendor:	CAROLYN DOWNEY	4909					

Invoice Status Report By Vendor - Detail

Date: Item A)
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City of Cheney

Ref. No	Invoice Number	Invoice Date Payable Date	Check Date Bank Code	Check Number	Status	Invoice Description 1 Invoice Description 2	Invoice Amount
43699		10/28/2020 10/28/2020	10/29/2020 CSB	37110	C	DEPOSIT REIMBURSE FOR SHANNON	149.97
Total for: CAROLYN DOWNEY							149.97
Vendor:	RICOH USA INC		7004				
43710		10/28/2020 10/28/2020	10/29/2020 CSB	37138	C	LIBRARY COPIER	151.63
Total for: RICOH USA INC							151.63
Vendor:	COLLABORATIVE SUMMER LIBRARY		7034				
43706		10/28/2020 10/28/2020	10/29/2020 CSB	37107	C	CHILDRENS PROGRAMMING	341.37
Total for: COLLABORATIVE SUMMER LIBRARY							341.37
Total Invoices:		113		Grand Total:			117,442.94

CITY OF CHENEY

MINUTES OF THE REGULAR CITY COUNCIL MEETING

131 N MAIN ST
COUNCIL CHAMBERS, CITY HALL
October 8, 2020; 7:00 P.M.

HONORABLE MAYOR PHILIP MIZE AND MEMBERS OF THE COUNCIL

MEMBERS PRESENT

Mayor Philip Mize called the meeting to order at 7:00 pm. Council members Jeff Albers, Kassie Gile, Ryan Graf, Greg Williams, and Greg Kampling were present. Staff present were City Administrator/Clerk Danielle Young, City Attorney Austin Parker, Police Chief Ken Winter, Police Sergeant Mario Martinez, Director of Golf Kevin Fowler and Maintenance Superintendent Brad Ewy. Guests present were Travis Mounts, Times Sentinel.

PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

DETERMINE AGENDA ADDITIONS- None

CONSENT AGENDA

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

- a) Approve bills list.
- b) Approval of minutes for the September 10th, 2020 Council meeting.
- c) Curb Cut – 526 E 1st Ave – Brad Ewy
- d) Roofing – 312 Shadybrook Dr – Landwehr Roofing
- e) Building – 229 Lakeside Dr – Warren Homes, LLC
- f) Building – 119 N Main – Eaton Roofing & Exteriors
- g) Building – 2508 S 383rd St Ct W – Benjamin Littlejohn
- h) Mechanical – 226 W 3rd – RedBird Service Co
- i) Electrical- 229 Lakeside Dr- Fahnestock
- j) Fence – 127 N Wolf St – Steve Vaughn
- k) Fence – 626 E 6th Ave – Dalton Strunk
- l) Fence – 713 Filmore St – Ron Orsak
- m) Shed – 527 N Lincoln – Jerry Ralstin
- n) Shed – 416 N Jefferson – John Hemken
- o) Sprinkler – 642 E 6th – Brand Plumbing

Council member Greg Kampling moved to adopt the Consent Agenda as listed. Council member Ryan Graf seconded the motion. Motion carried unanimously.

PUBLIC AGENDA

OLD BUSINESS**NEW BUSINESS****CONSIDERATION OF MAYOR MIZE'S APPOINTMENT**

Jami Viner has resigned from the Planning Commission after moving outside the city limits. Mayor Mize recommends the appointment of

Chad Harrison Planning Commission

Council member Greg Kampling moved to confirm the Mayor's appointments
Council member Ryan Graf seconded the motion. Motion carried unanimously.

CONSIDERATION OF PURCHASING EXTRACTOR WASHER AND DRYER FOR CHENEY FIRE DEPARTMENT

Currently, the Fire Department does not have a way to wash their bunker gear. When it needs washed, they rely on other departments to allow them to utilize their equipment. Due to COVID, there is a need to wash the gear more frequently and a need for the department to have their own extractor and dryer, since other departments are not allowing outside visitors. The expense will be submitted for reimbursement under the CARES funding.

Council member Ryan Graf moved to purchase the extractor for \$3,175.91 and dryer for \$9,553.00 from Commercial Laundry Sales & Service.

Council member Kassie Gile seconded the motion. Motion carried unanimously.

CONSIDERATION OF ORDINANCE 932 RELATING TO CURFEW

Staff has requested the current code be changed to set the curfew from 12am to 6am, instead of 11pm-6am during the weekdays. It also increases the fine from \$25 to \$100 and allows a ticket to be issued on the first offense, instead of only allowing a warning to be issued.

Council member Greg Kampling moved to adopt Ordinance 932.

Council member Jeff Albers seconded the motion. Motion carried unanimously.

Young called the vote, Albers-yes, Gile-yes, Graf-yes, Kampling-yes, Williams-yes

CONSIDERATION OF INSTALLING GARAGE DOOR OPENERS AT CHERRY OAKS

Director of Golf Kevin Fowler requested garage door openers be installed at the north side of the cart barn and overhead doors at the maintenance facility. Bids were received from Cheney Door and Door Rescue 911.

Council member Greg Williams moved to approve the bid from Cheney Door in the amount of \$1,770.

Council member Ryan Graf seconded the motion. Motion carried unanimously.

CONSIDERATION OF INSTALLING THE BACKSTOP FOR FIELD #4 AND FENCING AROUND FIELD #3 DUGOUTS AND DIRT WORK

Young stated that American Fencing had installed the backstop for Field #3. Staff and Cheney Rec met to discuss future plans at the complex and discussed installing a 24' tall backstop for field #4. Two options were provided to install 40' side wings to match Field #3 or since the field will be smaller 24' side wings could be installed.

For safety reasons, a bid to place fencing around the dugout openings was also requested.

Staff discussed the placement of Field #4 with Cheney Rec and think it would be best to move the field farther to the north than originally planned to allow for adequate spacing between the fields for safety. A majority of the dirt work was done for Field #4 when Field #3 was built, but additional dirt work would be required in right field to move the field to the north. Staff has also discussed installing a culvert across the drainage ditch to establish access to Field #3 and #4 from the west. Young Construction was contacted since they did the original dirt work.

Discussion was held between the Council members. Council member Kampling thought Field #4 should be 90' away from high school baseball field, but didn't think it needed to be moved 90' away from Field #3.

Council member Albers questioned if moving the field made it a better complex? Albers asked to compromise without spending money and asked how far the field could be moved north without doing dirt work.

Council member Jeff Albers moved to spend up to \$21,215 for a backstop for Field #4 and table the position of Field #4 until further review.

Council member Kassie Gile seconded the motion. Motion carried unanimously.

Council member Jeff Albers moved for a Special Meeting at 10 am at the South Main Complex to discuss field placement for Field #4.

Council member Ryan Graf seconded the motion. Motion carried unanimously.

Council member Ryan Graf moved to approve Young Construction installing the culvert for up to \$2,000.

Council member Greg Williams seconded the motion. Motion carried unanimously.

Council member Kassie Gile moved to approve the purchase of fencing \$2,681 for dugouts.

Council member Greg Williams seconded the motion. Motion carried unanimously.

APPROVAL OF DEEDING 26' OF PROPERTY TO 707 GARFIELD AND 717 GARFIELD AND 3' TO 724 N MAIN

Sedgwick County staff and the City's engineer, attorney, and City Administrator worked to come up with a solution on the 26' parcel at 6th and Garfield that Sedgwick County shows is owned by the City. Quit Claim Deed documents were drafted to deed the property to the adjacent owners.

Council member Ryan Graf moved to approve the Quit Claim Deeds to Cheney Golden Age Home Inc, Hope R and Noe C Ortiz, and Larry and Sandra Goodwin Living Trust.

Council member Greg Kampling seconded the motion. Motion carried unanimously.

DISCUSSION OF NEW SWIMMING POOL

Staff presented information on three different swimming pool consultants after previous discussions by the Governing Body regarding the condition of the existing swimming pool. Young explained the next steps would be creating a pool committee, working with a consultant to create a concept design, and weighing public feedback on building a new pool, fundraising, financing, and design/construction.

With the PBC bond payments on the golf course expiring in 2024, a concept plan could be created now to start determining costs and financing. Council reviewed the booklets showing different pool designs the companies had done. Young explained she was confident the City could afford a \$1.5 million project.

Council member Albers asked for a chronological timeline for the plan for the pool committee and asked how quickly the pool could be built.

Council member Jeff Albers moved to approve working with Waters Edge for \$6,600 to initiate the beginning phases of designing a pool.

Council member Ryan Graf seconded the motion. Motion carried unanimously.

POLICE REPORT

Chief Ken Winter reviewed the September meeting. They have received positive comments from students and staff with the SRO at the school. Officer Aden graduated from Academy on September 18th. Mayor Mize commended Chief on handling the school zones.

FIRE REPORT

Ewy stated that staff had met with another architect about remodeling the fire station. Ewy had put together some concept drawings to show some local contractors with the idea of expanding the station to the north and adding bay doors facing 5th Ave. Ewy also reported the City is starting to see more COVID cases.

MAINTENANCE REPORT

Ewy reported they have completed street work and had several breakdowns on the slurry truck.

GOLF COURSE REPORT

Director of Golf Kevin Fowler reported the course only had 2” of rain since the first of August. September Revenues were awesome. The new carts will be here mid to late November. Cherry Oaks is hosting 3-2-1A State Golf on October 18-19th. KSHSAA has placed it on the course as the host, instead of the school.

ADMINISTRATOR’S REPORT

Young stated that the Legion has asked about holding their Veteran’s Day events on November 7th. She explained that they would not be holding their large banquet, but asked about holding the parade and service at the memorial wall. Since the parade does not typically draw a large crowd or participation, it was agreed that a Veteran’s Day Convoy could be allowed down Main Street to honor the Veteran’s.

Several people have been asking if Trick-or-Treating will be allowed. Staff will put together a guide with recommendations on having a safe holiday.

Ewy had brought up purchasing some guardrail on Purple Wave to utilize around or throughout the parking lot at the South Main Parking Lot.

Council member Jeff Albers moved to approve up to \$2,000 for guardrail purchase.

Council member Kassie Gile seconded the motion. Motion carried unanimously.

Cheney Recreation Commission received a grant to expand the playground at the South Main Complex. Last time, the City paid for ground cover and shipping of equipment. Young stated the City and Rec did a

similar agreement a few years ago. Council member Kampling thought the amount should be brought back for approval.

Young reviewed the 3rd Quarter financials and stated the City has spent approximately \$22,000 in COVID-19 related expenses. Sedgwick County is to reimburse the City up to \$44,000 worth of COVID-expenses. The Rapid Response Vehicle is to arrive November 1st.

It was decided to hold off on scheduling the City employee Christmas party.

ATTORNEY'S ITEMS

Attorney Parker had nothing to report.

MAYOR'S ITEMS

Mayor Mize had nothing to report.

COUNCIL ITEMS

Council member Greg Williams thanked the community and stated Owen's Community Scavenger Hunt raised over \$12,000 and had 50 businesses and 50 individuals participate.

Council member Albers had nothing to report.

Council member Kampling had nothing to report.

Council member Graf had nothing to report.

Council member Gile had nothing to report.

EXECUTIVE SESSION

Council member Jeff Albers moved that the City Council enter into executive session to discuss preliminary discussions relating to the acquisition of real property KSA 75-4319(b)(6) for 10 minutes at 9:00 pm with City Administrator Danielle Young and Attorney Austin Parker.

Council member Ryan Graf seconded the motion.

Council member Jeff Albers moved that the City Council enter into executive session to discuss preliminary discussions relating to the acquisition of real property KSA 75-4319(b)(6) for 25 minutes at 9:10 pm with City Administrator Danielle Young and Attorney Austin Parker.

Council member Ryan Graf seconded the motion.

Mayor Mize stated Council was back in session with no binding action taken.

ADJOURN

Council member Gile moved to adjourn at 9:35 p.m.

Council member Ryan Graf seconded the motion. Motion carried unanimously.

Mayor Philip Mize

(Seal)

Attest:

Danielle Young, City Clerk



SPECIAL CITY COUNCIL MEETING
Activities Complex, 731 S Main, Cheney, Kansas
October 09, 2020 at 10:00 AM

MINUTES

HONORABLE MAYOR MIZE AND MEMBERS OF THE COUNCIL

MEMBERS PRESENT

Mayor Philip Mize, Council members Jeff Albers, Greg Kampling, Ryan Graf, Kassie Gile and Greg Williams. Staff present were City Administrator Danielle Young, Maintenance Superintendent Brad Ewy and Assistant Superintendent Jerry Peitz. Guests present were Brent Peintner, Cheney Recreation Commission.

CONSIDERATION OF BALLFIELD PLACEMENT AND DIRT WORK

Brent Peintner with Cheney Rec showed his suggested placement for Field #4 approximately 90' north of Field #3. The field was measured out to show where it would end and why dirt work was needed. Council member Kampling did not think the Field needed to be moved. A concrete drainage way in the middle between the fields was discussed that could be used for vehicle access and pedestrian access towards the west.

Council member Greg Kampling left the meeting at 10:30 am.

Council, staff, and Peintner looked at spacing between the high school softball and baseball fields. Safety was discussed and that there was congestion in between those fields and with the concession stand being close to Field #4, Council did not want congestion to be an issue and wanted pedestrian traffic to be able to flow through that area.

Council member Jeff Albers thought they should take the recommendation from Cheney Rec, who has field experience and has brought up valid issues.

Council member Jeff Albers moved to proceed with approximately 90' between Field 3 and 4 to provide dirt work to spend up to \$6,000.

Council member Greg Williams seconded the motion. Motion carried 4-0 with Kampling absent.

ADJOURN

Council member Greg Williams moved to adjourn the meeting at 10:45 am.

Council member Ryan Graf seconded the motion. Motion carried 4-0 with Kampling absent.

 Mayor Philip Mize

(seal)

Attest:

 Danielle Young, City Clerk



7825 Hartman Arena Drive
 Park City, KS 67147
 316-755-1911 • 800-582-1980
 www.dwundercon.com

Grand Island, NE 12
 Lincoln, NE 77
 Amarillo, TX 866-445-8907
 Omaha, NE 800-967-1644

Ship To: BRANCH PICKUP

Invoice To: CITY OF CHENEY
 131 N MAIN ST
 PO BOX 1
 CHENEY KS 67025

Branch 03 - PARK CITY		
Date 10/21/2020	Time 16:58:32 (O)	Page 1
Account No. CHENE001	Phone No. 3165423622	Quote No. 001124
Ship Via	Purchase Order MINI EX	
Tax ID No. KSST49545H		
Salesperson JOHN SMITH		300

EQUIPMENT QUOTE - NOT AN INVOICE

Description	** Q U O T E **	EXPIRY DATE: 11/20/2021	Amount
New YANMAR SV40 PRL EXCAVATOR CAB H/A			46200.00
	Sale # 01 Subtotal:		46200.00
	TOTAL:		46200.00

ADDITIONAL PARTS

Part Description	Qty	Price	Amount
24" BUCKET	1	1291.20	1291.20
18" bucket	1	1216.53	1216.53
36" VIO55 BUCKE	1	2177.41	2177.41
THUMB KIT	1	3035.89	3035.89

Parts Total: 7721.03
 Subtotal: 53921.03
 Quote Total: 53921.03

Authorization: _____

50,527.09



Item 2)

Product Quotation

Quotation Number: 29237D029353
Date: 2020-10-29 13:41:24

Ship to	Bobcat Dealer	Bill To
City of Cheney Attn: Brad Ewy 311 E. South Ave Cheney, KS 67025 Phone: (316) 542-3815	White Star Machinery & Supply 3223 N HYDRAULIC WICHITA KS 67219-1213 Phone: (316) 838-3321 Fax: (316) 832-1375 Zack Simmons (316) 680-9845	City of Cheney Attn: Brad Ewy 311 E. South Ave Cheney, KS 67025 Phone: (316) 542-3815

Description	Part No	Qty
E42 R2-Series Bobcat Compact Excavator	M3315	1
P82 Performance Package	M3315-P06-P82	1
Long Arm -	Clamp with Diverter Valve -	
Angle Blade -	Hydraulic X-Change -	
C52 Comfort Package	M3315-P07-C52	1
Enclosed Cab with HVAC	Bobcat 7 inch Touch Display	
Cloth Suspension Seat	Radio	
Travel Motion Alarm	Bluetooth	
	Keyless Start	
24" MX4 XCHG TEETH	7311868	1

Quote Total - US dollars **\$51,500.00**

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:	Purchase Order: _____
Authorized Signature:	
Print: _____	Sign: _____ Date: _____



SALES AGREEMENT

DATE _____

Item 2

Foley Equipment Company, 1550 S. West Street, Wichita, KS67213 Phone: (316) 943-4211

PURCHASER	CITY OF CHENEY		
STREET ADDRESS	PO BOX 1		
CITY/STATE	CHENEY, KS	COUNTY	SEDGWICK
POSTAL CODE	67025	PHONE NO.	316-542-3815
CUSTOMER CONTACT:	EQUIPMENT	BRAD EWY	
	PRODUCT SUPPORT	BRAD EWY	
INDUSTRY CODE:	LEGISLATIVE BODIES	PRINCIPAL WORK CODE	
	(CITY/COUNTY) (9121)		

CUSTOMER NUMBER	131040	Sales Tax Exemption # (if applicable)	N/A	CUSTOMER PO NUMBER	
-----------------	--------	---------------------------------------	-----	--------------------	--

PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
NET PAYMENT ON RECEIPT OF INVOICE	<input type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>	FINANCIAL SERVICES	<input type="checkbox"/>
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$0.00	CONTRACT INTEREST RATE	0
PAYMENT PERIOD		PAYMENT AMOUNT		NUMBER OF PAYMENTS	
				OPTIONAL BUY-OUT	\$0.00

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CATERPILLAR	MODEL: 304E2LC	YEAR: 2020			
STOCK NUMBER: TGN0527	SERIAL NUMBER: 0ME407847				
304E2 HEXMN CFG 3	515-6927	LINKAGE BUCKET W/ LIFTING EYE	397-7074	FILM, QUICK COUPLER, ANSI	397-7142
2020 MODEL		LINES, BUCKET, LONG STICK	415-5074	INSTRUCTIONS, ANSI	461-4580
DRAIN, ECOLOGY	379-4690	CONTROL STANDARD PILOT	463-8014	FILM, PRODUCT LINK, ANSI	502-6610
CONTROL PATTERN CHANGER	397-7122	STICK, LONG	464-8572	FILM, CALIFORNIA	524-7230
ALARM, TRAVEL	419-4783	LINES, BOOM	397-7119	QUICK COUPLER - TGN01864	TGN0-1864
MIRROR, CAB, RIGHT	428-7870	LINES, STICK	397-7062	BK303P24 - TGN02093	0P0227
SEAT FABRIC HIGH BACK SUSP	428-7874	TRACK, RUBBER BELT	436-2492	TH303H - TGN02134	0P0227
BELT, SEAT, 3" RETRACTABLE	434-2092	BATTERY, DISCONNECT	453-4770		
304E HYDRAULIC EXCAVATOR	452-5618	RADIO	432-2774		
CAB W/ AIR CONDITIONER	456-2642	PRODUCT LINK, CELLULAR PL243	579-3613		
COOLING, HIGH AMBIENT	456-2652	LIGHTS, STANDARD	512-5611		
ELECTRICAL ARRANGEMENT	456-2678	SERIALIZED TECHNICAL MEDIA KIT	421-8926		
****THUMB READY****		HEATER, WATER JACKET	470-6522		
STICK PKG LONG W/O 2ND AUX	463-9122	PACK, DOMESTIC TRUCK	0P-0210		
LINES, AUXILIARY, LONG STICK	379-4688	BLADE, 77", ANGLE, BOLT-ON	463-8034		

TRADE-IN EQUIPMENT				SELL PRICE	
MODEL:	YEAR:	SN:			\$56,995.00
PAYOUT TO:	AMOUNT:	PAID BY:		NET BALANCE DUE	\$56,995.00
MODEL:	YEAR:	SN:		PLUS ANY APPLICABLE TAXES	\$56,995.00
PAYOUT TO:	AMOUNT:	PAID BY:		ACH Information:	
MODEL:	YEAR:	SN:		Bank = Wells Fargo NA	
PAYOUT TO:	AMOUNT:	PAID BY:		ABA number 121000248	
MODEL:	YEAR:	SN:		Account number 4121956387	
PAYOUT TO:	AMOUNT:	PAID BY:		Email remittance advice to ACHPMTS@foleyeq.com	

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL	<input type="checkbox"/> USED EQUIPMENT WARRANTY	INITIAL
<p>The customer acknowledges that he has received a copy of the Foley Equipment Company/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 24 Month 2000 Hour Premier</p>		<p>All used equipment is sold as is where is and no warranty is offered or implied except as specified here: Warranty applicable:</p>	

CSA: _____

NOTES: _____

By checking this box, the assignment denoted in item No. 9 on the back of the contract applies. By checking this box, the assignment denoted in item No. 9 on the back of the contract does not apply.

This order is not valid until approved by Sales Manager

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

ORDER RECEIVED BY	Tyler Roberts	APPROVED AND ACCEPTED ON	
	REPRESENTATIVE	CITY OF CHENEY	
	SALES MANAGER BY		PURCHASER
			SIGNATURE



PO Box 789773, Wichita, KS 67278-9773
(866) 818-8805

September 18, 2020

DANIELLE YOUNG
CITY OF CHENEY
131 N MAIN ST
CHENEY KS 67025

RE: Surency Renewal of Group Vision
Group #40295-0

Dear Danielle Young:

We consider it both a pleasure and a great opportunity to serve you and your employees with the Surency Vision product under the Surency Life & Health umbrella. Your contract with Surency will renew on **January 1, 2021**.

Effective with your **January 1, 2021** Surency vision renewal, your rates will be as follows:

	<u>Current Rates:</u>	<u>New Rates:</u>
Employee:	\$11.99	\$11.99
Employee + Spouse:	\$26.21	\$26.21
Employee + Child(ren):	\$19.77	\$19.77
Family:	\$35.94	\$35.94

NOTE: 3rd year of 3-year agreement.

A policy endorsement is enclosed to indicate your acceptance of this renewal. Please sign and return the endorsement via fax to 316.462.3329, or email to marketing@surency.com. **This endorsement must be returned by December 1, 2020 to ensure timely submission of your group's renewal.** Please attach a signed copy of the endorsement to your current contract. **If the signed endorsement is not returned prior to your renewal date shown above, your group will be re-enrolled in the current plan being administered with the new rates noted above.**

We look forward to the continued opportunity to be of service to you and your employees. If you have any questions regarding your renewal, please feel free to contact me.

Sincerely,

Rachel Steiner
Senior Account Manager

RS:mv

Enclosure

cc: Gallagher Benefit Svcs-Wichita





**VISION RENEWAL ADDENDUM NO. 3
FOR GROUP #40295-0**

Attached to and forming a part of the Agreement To Provide Vision Care Benefits between **CITY OF CHENEY** (Plan #40295-0) and Surency Life & Health.

It is agreed and understood that effective with the **January 1, 2021** renewal, Section I, Number 4 shall read:

RATES:

Employee:	\$11.99
Employee + Spouse:	\$26.21
Employee + Child(ren):	\$19.77
Family:	\$35.94

NOTE: 3rd year of 3-year agreement.


Please acknowledge acceptance of this renewal by signing below and returning the renewal confirmation by fax to 316.462.3329 or by email to marketing@surency.com by **December 1, 2020**.

Printed Name

Date

Signature

Agent's Name



Surency Life & Health

Please assist us in updating our records by providing the name & email address of your group administrator.

Contact: _____

Email: _____



KANSAS CITY LIFE

GROUP BENEFITS

Kansas City Life Insurance Company / 3520 Broadway / P.O. Box 219425 / Kansas City, Missouri 64121-9425
Group Phone: 877-266-6767 / Group Fax: 816-753-2964 / www.kclgroupbenefits.com

11/1/2020

Danielle Young
City Of Cheney Kansas
Po Box 1
Cheney, KS 67025

Policy 21053

Thank you for selecting Kansas City Life as the carrier for your Group Life, and ADD coverage.

We have just completed the annual review of factors affecting the rates for your group. Items considered include the nature of business, group location, employees' age distribution, ratio of claims to premium, percentage of employee participation and current trend. Based on the following evaluation, effective 2/1/2021, your renewal rates will be as follows:

	Current Rate	Renewal Rate	Rate Guaranteed Until
Basic Term Life	\$0.30 Per \$1,000	\$0.30 Per \$1,000	1/31/2023
ADD	\$0.035 Per \$1,000	\$0.035 Per \$1,000	1/31/2023

This renewal offer is prepared on the basis of census and group information available at the time of renewal. Any change, inaccuracy or omission may affect the premium rates or availability of coverage. **Additionally, please remember that each active employee should have an enrollment/beneficiary card on file.** As a reminder, if your Life insurance includes spouse coverage, spouses age 70 or older must be terminated from the plan, unless your contract deems otherwise. Please do not hesitate to contact our office if you have any questions.

For our clients who are enrolled for Life or Disability, please remember that Kansas City Life partners with Generali Global Assistance to provide Value Added Services including: Travel Assistance, ID Theft Protection and a Beneficiary Companion benefit. These services are provided at no cost.

Employers that provide Basic or Voluntary Life coverage may elect to include the Everplans platform to enrolled employees. Everplans is a guided life and legacy platform that helps people create, store, and securely share all the important plans and information their family will need in the future. You may visit this link for additional information: www.everplans.com / kcportal.com. Everplans may be included on Basic Life and Voluntary Life coverages for a nominal fee. Please contact your broker for more information.

For our Dental clients you, too, have additional services automatically included on your plan including access to both vision and hearing providers. With CONNECTION Vision employees and their families receive discounts on eyeglasses, contacts and other products through EyeMed providers. CONNECTION Hearing services through TruHearing provides cost savings on audiological services and discounts on hearing aids.

For information on any of these services, visit www.kclgroupbenefits.com and log in. For assistance, please contact your client services representative, whose contact information may be found on your billing statement.

We appreciate the opportunity to provide comprehensive benefits at a competitive premium and look forward to serving you in the future.

Sincerely,

Kimberly Barajas, FLMI
Senior Group Underwriter

cc:
Gary Hardman
8110 E 32Nd Street N
Wichita, KS 67226

additional call-out comes in within the two hour guarantee and the work from the initial call-out has been completed and the employee has left their place of work, a new call-out will begin with an additional guaranteed minimum of 2 hours or the actual time worked, whichever is greater, paid at their overtime rate for each call-out.

(b) An employee, not on standby, called in for emergency work on a non-scheduled work day will be guaranteed a minimum of two hours or the actual time worked, whichever is, paid at the OT rate regardless of the number of hours completed during their scheduled work week.

(c) Employees called in on an actual holiday listed under section E-4, excluding section (b) shall receive double time and a half pay.

D-10. Deductions from Pay: The following standard deductions are authorized by law to be deducted from all employees' pay:

- FICA (Social Security and Medicare)
- State Income Tax
- Federal Income Tax
- Garnishment/Wage Withholding
- Retirement Contribution

Several employee fringe benefit programs may also require the City to deduct all or a portion of the costs of such benefit from an employee's wages.

ARTICLE E. ATTENDANCE AND LEAVES

E-1. Attendance: Employee absenteeism adversely affects productivity, disrupts normal departmental operations and encumbers other employees who must cover for the employee who is absent. The City of Cheney expects employees to be present on assigned workdays. Tardiness also disrupts department efficiency. Employees, who continually arrive to work late or return late from lunch, disrupt normal department operations and cause others to stop and restart. Unscheduled absences and/or tardiness will be grounds for disciplinary action up to and including termination

E-2. Hours of Work:

- (a) *General Employees.* The normal work week for general employees, which includes all employees other than police officers, shall be 40 hours, in seven days. Work periods run from 00.00 hours on Wednesday until 24:00 hours the following Tuesday.
- (b) *Police Officers.* The normal work week for full-time police officers shall be 40 hours in seven days consisting of five eight hour days. Work periods run from 00.00 hours on Wednesday until 24:00 hours the following Tuesday.
- (c) *Normal Work Hours.* No employee shall be permitted to work in excess of their normal work week except when so directed by the employee's department head.

E-3. Rest Breaks: Employees may also be provided with two (2) paid fifteen (15) minute rest periods during each shift, one (1) prior to the meal break and one (1) after the meal break. Rest periods will be granted at such times as are feasible for department operations. In the event it is not possible to grant a rest period, employees will not receive additional pay or time off. Rest periods may not be used to cover

an employee’s late arrival or early departure, nor are rest periods cumulative in nature. Breaks are not required and employees may opt not to take a break at their discretion. Most City employees receive one (1) hour of unpaid meal break for each shift worked. In certain departments, this unpaid meal break may consist of one half (1/2) hour. The Schedule for lunch breaks will be made by the department heads based on operational requirements.

E-4. Holidays: The following days shall be paid holidays for city employees:

❖ New Year’s Day,	January 1
❖ Good Friday	Friday before Easter
❖ Memorial Day,	last Monday in May
❖ Independence Day,	July 4
❖ Labor Day,	first Monday in September
❖ Thanksgiving Day	fourth Thursday on November
❖ Day following Thanksgiving Day	Day after Thanksgiving day
❖ Day preceding Christmas Day	Day before Christmas day
❖ Christmas Day,	December 25
❖ Employees Birthday	
❖ Personal Day	Designated by Employee

From time-to-time, and for certain special occasions, the Governing Body may, by motion, designate other days as special holidays on a one-time basis.

- (b) When any holiday falls on a Saturday or Sunday, the preceding Friday or following Monday may be declared a holiday by the Governing Body.
- (c) Full time Employees required to work on a City observed holiday shall be granted either an alternate day off, or an extra day of compensation.
- (d) Part-time employees shall be paid for four hours work for holidays that fall on days for which they would be regularly scheduled to work. Seasonal and temporary employees shall not receive paid holidays.
- (e) To be eligible to receive pay for a City holiday, an employee must have not been absent without leave either on the workday before or the workday after the holiday.
- (f) Employee’s birthday must be taken no earlier than one week before or no later than two weeks after their birthday, unless approved by supervisor.

E-5. Vacation Leave: Vacation leave shall be earned beginning with the date of employment under conditions hereafter stated. An employee who works fewer than 12 days in any month shall not accrue vacation credit for such month of service; however, this restriction of 12 days shall not apply where the employee has worked fewer than 12 days due to authorized vacation or sick leave.

- (a) *Full-time Employees.* Full-time employees are entitled to paid vacation leave according to the following schedule; provided that no paid leave is taken during the first six months of employment:

1-5 years of service	12 days per year
6-11 years of service	15 days per year
12-20 years of service	18 days per year

21-30 years of service	21 days per year
31 or more years of service	24 days per year

- (b) *Regular Part-time Employees.* Regular part-time employees are entitled to paid vacation leave according to the following schedule; provided no paid leave is taken during the first six months of employment. Part-time employees who work an average of 25 hours or more per week in a 2 week pay period throughout the year shall earn vacation at rate of four (4) hours [one-half day] per month worked.
- (c) *Part-time, Seasonal and Temporary Employees.* Part-time, seasonal and temporary employees are not eligible to earn vacation or sick leave.
- (d) *Introductory Period.* Employees on provisional status during their introductory period of employment shall be credited with vacation leave for each month of employment but shall not be permitted to use any vacation credit prior to completion of their introductory period. Such employees who are terminated prior to attaining full-time or part-time status shall not be paid for any accrued vacation leave.
- (e) *Scheduling.* The dates for the taking of vacation leave shall be scheduled in consultation with the employee's supervisor or city administrator. In cases where the requested vacation schedules of two or more employees would adversely affect the efficient operation of the city, vacation leave shall be granted on the basis of seniority of city employment. In scheduling vacation, the supervisor shall take into account the wishes of the employee and the needs of the City. However employees that accrue vacation leave under this section are required to take the equivalent of at least 40 hours of actual vacation/rest time each calendar year.
- (f) *Minimum Hours.* Employees may use vacation leave in units of not less than one (1)) hours, subject to the approval of their supervisor.
- (g) *Holiday During Vacation.* City holidays that occur during the taking of an employee's authorized vacation leave will not be counted as a day of vacation.
- (h) *Maximum Accumulation.* Time accrued beyond the maximum allowed will be lost unless a written request for vacation time has been denied by the City Administrator. As of the last pay period of each year, no employee will be permitted to have an accumulated amount of accrued vacation leave in excess of two hundred (200) hours. Any accrued vacation leave in excess of 200 hours will be forfeited. Employees are expected to responsibly manage their vacation leave balance to avoid shortfalls and excesses.
- (i) *Vacation Cash-Out and Required Vacation:* An employee may, once each calendar year, request and receive payment in exchange for accrued vacation leave only if they have exceeded the maximum 200 hour carry over limit each year. Cash-out is only available the last pay period in December. The maximum number of vacation hours that may be exchanged for this cash out is forty (40) hours. The employee may only cash out the excess hours over 200 on the last pay period of the year. An employee who requests a cash payment for up to forty (40) hours of vacation leave does not need to provide justification. In addition, employees that participate in the voluntarily ICMA-RC Vantage Care Retirement Health Savings (457k) plan or Security Benefit Plan through the City may cash out up to an additional 40 hours of vacation per year for purposes of funding their (457k) plan if they have excess hours over 200. However, the employee is required to take 40 hours of actual

scheduled vacation/rest time in the twelve (12) months preceding either one of the above cash out options.

- j **Vacation Pay off at Termination:** Upon termination of employment an employee shall be paid for accrued and accumulated vacation leave at the rate of pay in effect at the time of separation.

When termination is caused by an employee's death, payment for accumulated vacation leave will be paid to the beneficiary designated by the employee. The designation will be in writing, signed by the employee, and filed with the City Clerk. If an employee has not designated a beneficiary, payment will be made to the employee's estate.

E-6. Sick Leave: Full-time employees, and regular part-time employees who are employed to work an average of 25 hours or more per week during 2 week pay periods throughout the year shall be entitled to sick leave with pay for absences resulting from illness, injuries, accidents or other physical incapacity, occurring either on or off the job. No employee shall be permitted to use sick leave for any period spent on unauthorized leave. Full-time employees are entitled to sick leave with pay for physical examinations and dental work if they have provided at least one day's notice to their supervisor. The provisions of the Family and Medical Leave Act may apply in some circumstances.

- (a) *Amount of Sick Leave.* Full-time employees shall earn eight hours of sick leave for each full month of service. Regular part-time employees who are employed to work not less than an average of 25 hours or more per week during 2 week pay periods throughout the year shall receive four (4) hours of sick leave for each month of employment.
- (b) *Accumulation of Sick Leave.* Leave will accrue at the rate of 1 day per month (.5 days or 4 hours on the first and second pay days). No employee may carry over more than 720 hours of sick leave at the end of the year.
- (c) *Computing Sick Leave.* Any absence for a fraction or part of a day which is chargeable to sick leave shall be charged in increments of not less than one (1) hour.
- (d) *Doctor's Certificate.* For sick leave in excess of five workdays, the City Administrator or department head may require a signed statement from a health care provider verifying the employee's inability to perform his or her assigned duties because of illness.
- (e) *Notification.* To be eligible for paid sick leave, an employee, or his or her giving representative, shall notify his or her immediate supervisor and give the reason(s) for the absence, no later than two hours after the beginning of the first workday for which sick leave is taken.
- (f) An employee may use sick leave for immediate family members, including the employee's spouse or the parent, child, siblings, stepparent, or stepchild of the employee or the employee's spouse.
- (g) As of the last pay period of each year, employees who have accumulated more than 720 hours of sick leave shall annually receive cash payments at such employee's regular rate of pay for twenty five percent (25%) of the number of hours of sick leave in excess of that amount. Such employees' sick leave balances will thereby be reduced to 720 hours

- (h) *Termination of Employment.* Upon death, retirement, or resignation after completing at least ten (10) years of continuous service to the City, an employee shall receive a cash payment at such employee's final rate of pay for twenty five percent (25%) of the number of hours of that employee's remaining accumulated sick leave.
- (i) *Abuse of Sick Leave:* The abuse of sick leave privileges may be considered just cause for disciplinary action against an employee.
- ~~(j) *Shared Leave Program:* The purpose of shared leave is to permit City employees to come to the aid of a fellow City employee who is suffering from or has an immediate family member suffering from an extraordinary medical emergency in such a case. The severity of the emergency would cause the employee to take leave without pay or to terminate employment without shared leave. Shared leave may be donated to an employee who is taking FMLA leave to enable the employee out on FMLA leave to enable that employee to continue to be paid while out on FMLA leave. Application of shared leave will not affect the duration of that employee's 12-week entitlement.~~
- ~~(k) —~~
- ~~(l) — In cases of a catastrophic medical condition, an employee may apply for leave donations from the shared leave "bank." Consenting employees may agree to have leave donations transferred from their accumulated sick or vacation leave balances to the "bank".~~
- ~~(m) —~~
- ~~(n) — Coercion and/or intimidation are prohibited, and should be reported to the City Administrator. The Shared Leave Program is employee to employee and is being offered in addition to the benefits provided by the City.~~
- ~~(o) —~~
- ~~(p) — Shared Leave is not "accrued" or "earned" under this program. The City may modify or terminate the Shared Leave Program at any time in its sole discretion. All full-time and part-time employees with benefits that have been employed for at least ninety (90) days are eligible for this program.~~
- ~~(q) —~~
- ~~(i) — Additional information and procedures for donating and requesting Shared Leave time are available from the City Clerk. Full program description and forms are available upon request.~~

Purpose: The purpose of the sick leave bank is to provide fulltime employees temporary relief (beyond accumulated individual sick leave) from loss of pay due to severe illness, major surgery, or other circumstances as approved by the Full-time Employee's Sick Leave Bank Committee.

Membership: Membership in the City of Cheney classified employee's sick leave bank (defined below) is restricted to full-time employees of the city.

Annual membership in the sick leave bank is accomplished by donating at least one day (8 hours) of individual sick leave to the bank during open enrollment held January 1st through January 31st of each year.

Employees must have at least one year of service and must have accrued no less than eighty-eight (88) hours of personal sick leave to be eligible to join.

Enrollment for New Employees will be open upon completing one year of service and will continue thirty-one days.

Employees may donate no more than six days (48 hours) of individual sick leave to the bank per year.

Members with maximum individual accumulation of 720 sick leave hours on the last pay period of the year will be allowed to contribute up to the maximum of forty-eight (48) sick leave hours for that year, as long as they contributed a minimum of 8 hours during open enrollment. The end of year contribution cannot put their accumulated sick leave hours below the 720-hour maximum. End of year payouts will be calculated after hours have been donated to the sick leave bank.

Maximum Accumulation: Maximum accumulation in the city's sick leave bank shall be 120 days (960 hours). Once the maximum number of days (hours) is accumulated, the City will only allow the following type of donations to the sick leave bank, which may put the balance over the 960-hour maximum.

1. New employees having one year of service and who have accrued no less than eighty-eight (88) hours of personal sick leave.
2. Members with a minimum accrued eighty-eight (88) hours of personal sick leave may donate up to forty-eight hours (48) hours during open enrollment held January 1st through January 31st.
3. No end of year donations will be made if the maximum accumulation has been met.

Retiring/Leaving employment. Upon retiring/leaving employment, employees will not be paid for their sick leave bank balances. An employee with an unused balance in their personal sick leave account upon retiring or leaving in "good" standing from the City of Cheney, may donate up to six days (48) hours to the "Sick Leave Bank." If during the time of leave or retirement the "Sick Leave Bank" is at a maximum of 960 hours, the employee may not donate.

Sick Leave Bank Committee:

1. Members — One department head from each department will serve as the sick leave bank committee as voting members. City Administrator will also serve on the committee, but will only vote in case of a tie.
2. Decisions of the committee are final and may not be appealed. Three affirming votes are required to approve a request for sick leave bank days.

Request: Request for sick leave bank days shall be forwarded to the City Administrator prior to or within ten (10) days following the depletion of the member's accumulated individual sick leave, vacation leave, and comp time hours, if applicable. Request may be filed on behalf of the incapacitated member by any member of the sick leave bank committee. The requesting member may appear before the committee or provide medical records to support the request for days from the bank.

Limitations: Sick leave bank days may be awarded only to a bank member for personal, employee spouse, or children's illness, injury, surgery or maternity leave. Short term child care associated illnesses such as common colds, fever, mild influenza, or stomach virus, etc. will not be considered for awarding of sick leave bank days. The committee may require a physician's

confirmation of illness or injury. No individual may be granted more than ten days (80 hours) per pay period or twenty days (160 hours) of sick leave bank in any one fiscal year.

Salary Protection: Salary protection for the twenty sick leave bank days (160 hours) awarded to a member will be at the rate of one-hundred percent (100%) of the member's daily rate of pay.

Repayment of sick leave bank days: Upon return to duty, the employee will be required to repay the sick leave bank for the borrowed days. Repayment of the sick leave shall be repaid to the bank as employee accrues sick leave at a rate of 1.84 hours per pay period up to forty-eight (48) hours maximum each year. If the nature of the illness or injury is such that the employee is unable to return to normal duty, no repayment will be required.

The committee may authorize withholding final payment to any employee, in the amount due to the City, should any employee borrow from the sick leave bank and voluntarily terminate employment with the city prior to repayment of the borrowed sick leave.

The policy will be in effect upon adoption by the City Council and will allow for end of year contributions in 2020 for employees who have reached the 720 sick leave hour maximum, as long as they meet the membership requirements during the 2021 open enrollment.

E-7. Maternity Leave: An employee who becomes pregnant may claim and receive maternity leave in the same manner as provided for sick leave; provided, however, that the employee may elect to utilize any accrued vacation leave, and compensatory leave if, and to the extent, such leave is available. An employee may also take leave without pay in the same manner as any employee on leave without pay status. When an employee is on a leave of absence without pay, the employee is responsible for both the City and employee's portion of the health care premiums, except if the employee is on Family and Medical Leave in which case the City will pay its portion of the insurance premium for a maximum of 12 weeks (3 months). The provisions of the Family and Medical Leave Act may apply in some circumstances.

E-8. Bereavement Leave: If an employee wishes to take time off due to the death of a family member, the employee should notify his or her Supervisor immediately. Up to five days of paid bereavement leave will be provided to eligible employees for the death of applicable family members as listed below.

- A. Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials. Approval of bereavement leave will occur in the absence of unusual operating requirements. Any employee may, with their Supervisor's and/or the City Administrator's approval, use any available paid leave for additional time off as necessary.
- B. The City of Cheney defines "applicable family members" as the employee's spouse or the parent, sibling, child, grandparent, grandchild, stepparent, stepchild, step-grandparent or step grandchild of either the employee or the employee's spouse.

E-9. On-the-job Injury Leave:

- A All injuries occurring on the job shall be reported as soon as possible to the employee's immediate supervisor.

- B Any employee injured on the job shall be eligible to receive injury leave with pay during the seven-day waiting period for workers' compensation claims.
- C When an employee receives compensation under the workers compensation act, the pay he or she receives from the City, while an employee of the City, shall be the difference between his or her regular rate of pay and the amount he or she receives from workers' compensation. Said compensation from the city shall be offset by sick leave at the rate of 4 hours per day utilizing up to the maximum amount of the employees accumulated and unused sick leave.

E-10. Military Leave: Employees who are covered under the Uniform Services Employment and Re-employment Rights Act (USERRA) include any employee who is a member of, applies to be a member of, performs, has performed, applies to perform, or has an obligation to perform service in uniformed services. Such employees shall not be denied initial employment, reemployment, retention in employment, promotion, or any benefit of employment on the basis of that membership, application for membership, performance of service, application for service, or obligation.

- A. A leave of absence with partial pay, designated as Partial Pay Military Leave, may be granted to employees who are required to attend military training when the employee requests such leave and attaches a copy of the order requiring such duty to the leave request. Leave granted for this purpose shall not exceed two (2) weeks (fourteen calendar days).
- B. Any additional time off shall be without pay. Unpaid Military Leave will be granted for required military activities. Employees should notify their Supervisors of the need for Military Leave as far in advance as possible.
- C. An employee granted Partial Pay Military Leave shall be paid an amount equal to the difference between the employee's normal pay and the amount paid to the employee by the service organization of which he/she is a member. If the pay received from the service organization exceeds the employee's normal regular pay from the City, the employee shall not be eligible for any pay from the City for the period of leave.
- D. Upon return from Military Leave, employees shall provide the City Administrator or his/her designee a copy of their pay voucher received from their service organization for the period of their military training so the City may determine its financial obligation resulting from their Military Leave.
- E. Partial Pay Military Leave will not be granted for weekend drill periods normally associated with military reserve membership, except for those employees whose regular work schedule includes weekends. Generally, Partial Pay Military Leave is intended for use both by those employees who are required to attend annual two-week training periods or Federal or State active military duty assignments associated with military reserve membership and all other employees covered under the Uniform Services Employment and Reemployment Rights Act.
- F. Employees on Military Leave for annual training, required training, or normal drills may: schedule their vacation leave and/or Personal Floating Holiday (if available) to coincide with their training; combine their vacation leave and/or Personal Floating Holiday (if available) with Military Leave without pay; or take all of these types of leave as Military Leave without pay.

- G. Employees are not required to use all vacation leave before being allowed to use unpaid Military Leave.
- H. Active duty orders should be furnished to the employee's department head and the City Administrator or his/her designee before the employee's tour of duty begins, if possible.
- I. Employees on Military Leave, except for annual training, required training, or normal drills, have the option of being paid a lump sum for unused accrued vacation leave or having their vacation leave balance held until they return to work with the City. (Employees are not required to use all vacation leave before being allowed to use unpaid Military Leave.) If the employee does not return to work for the City, the balance of unused vacation leave will be reimbursed upon written request following USERRA guidelines.
- J. For absences of less than 31 days, health and dental benefits continue as if the employee has not been absent. It is the employee's responsibility to contact the City Administrator or his/her designee to make arrangements for payment of the employee's share of the premium if he/she will receive no pay for an entire pay period due to military activities. For absences of 31 days or more, coverage stops unless the employee elects to pay the entire premium for such coverage. The employee must contact City Administrator or his/her designee to arrange for payment of continued coverage. Continuation of health and dental insurance may not be necessary due to the beginning of military health and dental benefits. Employees should check with their unit to find out when their military health and dental benefits become effective. When an employee returns to work, health insurance will be reinstated with no waiting period or exclusions.
- K. Re-employment rights will be offered following the guidelines set forth in USERRA.
- L. Employees returning from Military Leave will receive seniority of service credit toward longevity benefits (longevity pay, sick leave, and vacation leave), provided they return to work within the time limits stated in the USERRA guidelines. However, longevity pay shall not be due and Sick and Vacation Leaves shall not accrue during unpaid Military Leave.

E-11. Jury Duty and Mandatory Court Appearances:

- A. Employees serving jury duty may receive jury duty leave with pay from the City if they submit official documentation from the applicable court stating the exact day(s) and time(s) during which such employee was required to be present at that court and a statement of any stipend paid by such court for jury duty.
- B. Jury duty pay will be calculated based on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day(s) of absence.
- C. Employees must show the jury duty summons to their Supervisor as soon as possible so that their Supervisor may make arrangements to accommodate their absence. Employees are expected to report for work whenever their court schedule permits.
- D. The City of Cheney will continue to provide health insurance benefits for the full term of the employee's jury duty service. Vacation leave, sick leave, and holiday benefits will continue to accrue during jury duty leave.

- E. Compensation received for jury duty should be reimbursed to the City, with the exception of mileage and other miscellaneous expenses.
- F. Employees appearing in an official capacity for the City or appearing as an expert witness for the City will be on leave with pay. Pay from the court will be reimbursed to the City. If an employee is involved in a personal court case, that employee may be granted leave, but such leave must be taken either as vacation leave, leave without pay or as that employee's personal day.

E-12. Family and Medical Leave: In accordance with the Federal Family and Medical Leave Act (FMLA), the City grants job-protected, unpaid family and medical leave to eligible employees for up to twelve (12) weeks per year for any of the following reasons:

- A. The birth of and care for a newborn child, or the placement of a child with an employee in the case of adoption or foster care. Leave for these reasons will expire at the end of the 12 month period beginning on the date of such birth or placement.
- B. In order to care for an immediate family member (spouse, child, or parent) if that family member has a serious health condition.
- C. An employee's own serious health condition that makes the employee unable to perform the essential function(s) of their position.
- D. For incapacity due to pregnancy, prenatal medical care or child birth.
- E. Up to 12 weeks of leave for certain qualifying exigencies arising out of an immediate family member's (spouse, child, or parent) active duty status or notification of an impending call or order to active duty status in support of a contingency operation, and
- F. Up to 26 weeks of leave in a single 12-month period to care for a covered servicemember recovering from a serious injury or illness incurred in the line of duty on active duty. Eligible employees under this subsection F. are entitled to a combined total of up to 26 weeks of all types of FMLA leave during the single 12-month period.

Definitions:

Twelve-Month Period: A rolling twelve-month period measured backward from the date family and medical leave is first taken.

Spouse: Either member of a legally-married pair. If both spouses work for the City, they are entitled to a combined total of 12 weeks of leave if the leave is taken for the birth of a child, the placement of a child for adoption or foster care, or to care for a sick parent. If each spouse uses a portion of the 12 weeks of leave for the purposes specified above, each would be entitled to the difference between the amount they had taken and 12 weeks of FMLA leave for a different purpose. Example: if each spouse took 6 weeks of leave as a result of the birth of a child, each could use an additional 6 weeks due to his or her own serious health condition.

Child: A person younger than eighteen (18) years of age, or a person older than eighteen (18) years of age and incapable of self-care due to a mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility. A "child" includes a biological, adopted, foster, or step-child.

Serious Health Condition: An illness, injury, impairment, or a physical or mental condition involving inpatient care or continuing treatment by a health care provider. Continuing treatment involves:

- (a) A period of incapacity of more than three (3) consecutive calendar days (not working days) and subsequent treatment including either two visits within 30 days of the first day of incapacity, unless extenuating circumstances exist, to a health care provider or one visit followed by continuing treatment under the health care provider's supervision;
- (b) A period of incapacity due to pregnancy or for prenatal care;
- (c) Treatment for chronic serious health conditions which requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; (2) occurs over an extended period of time (including recurring episodes of a single underlying condition); and (3) may be episodic rather than a continuing period of incapacity; and
- (d) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
- (e) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, for:
 - (1) Restorative surgery after an accident or other injury; or
 - (2) A condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

Health Care Provider: A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or any other person determined by the Secretary of Labor to be capable of providing health care services.

Eligibility for Leave: To be eligible for family and medical leave, an employee must have been employed by the City for at least twelve (12) months. Employees must have worked 1,250 hours during the 12 months prior to the commencement of leave. Vacation, personal leave, sick leave or unpaid leave is not included in the 1,250 hour calculation.

Intermittent or Reduced Leave: An employee may take FMLA leave on an intermittent (a few days or few hours at a time) or on a reduced leave schedule as a result of the birth of a child and for the placement of a child for adoption or foster care if the City and the employee agree to such a schedule.

Leave for a serious health condition may also be taken intermittently or on a reduced leave schedule when medically necessary. A "medically necessary" leave is one that involves a medical need for the leave and that can best treat the need through an intermittent or reduced leave schedule. The City may request certification from the health care provider of the employee or family member of the medical necessity of the intermittent leave schedule and the expected duration. Employees are required to schedule intermittent leave that is foreseeable so as not to unduly disrupt the City's operations. In

addition, at the City's option, the City can assign such employees temporarily to alternative positions with equivalent pay and benefits that better accommodate such recurring periods of intermittent leave.

For regular part-time employees and employees who work variable hours, the FMLA entitlement will be calculated on a prorated basis. A weekly average of the employee's hours worked over the twelve-week period before the beginning of the family and medical leave will be used for calculating the employee's normal workweek.

Use of Paid Leave: An employee may elect to combine any of the employee's accrued paid vacation leave with FMLA leave taken for the birth of a child, for the placement of a child for adoption or foster care, or to care for the employee's spouse, child, or parent with a serious health condition.

When an employee on FMLA leave has exhausted their accumulated vacation leave or sick leave, the remainder of the employee's FMLA leave will be unpaid leave so that the total of paid and unpaid leave equals twelve (12) or twenty-six (26) weeks, whichever is applicable.

An employee who incurs a work-related illness or injury may be eligible to receive worker's compensation benefits. Any time off due to the work-related illness or injury will count toward that employee's FMLA benefit.

The FMLA Act does allow for the substitution of compensatory time for unpaid FMLA leave.

Designating Leave as FMLA Leave: The City has the authority to designate before leave starts whether any paid leave to be taken counts towards an employee's FMLA leave entitlement and will notify the employee immediately upon deciding that such leave qualifies as FMLA leave. The initial notification to the employee may be oral, but will be confirmed in writing by the next regular payday. The City's designation is based upon information obtained from the employee or the employee's spokesperson (e.g., spouse, parent, physician, etc. if the employee is incapacitated). The employee must provide enough information to enable the City to make a determination. If not, the City may make a tentative designation until further inquiry is made to obtain the additional information.

The City may designate leave as FMLA leave after an employee has returned to work in two cases:

- (a). If an employee was absent for an FMLA reason and the City did not learn the reason for the absence until their return to work, the City and the employee may (within two business days of the employee's return to work) agree to designate the leave retroactively as FMLA leave; or the City may (within two business days of the employee's return to work), with appropriate notice to the employee, unilaterally designate the employee's leave retroactively as FMLA leave, provided that the City's failure to timely designate leave does not cause harm or injury to the employee; or
- (b). If the City knows of the reason for the leave, but has been unable to confirm that the leave qualifies under the FMLA, the employer should make a preliminary designation and so notify the employee. Upon receipt of the information or medical certification which confirms that the leave either is or is not for an FMLA reason, the preliminary designation must either be withdrawn or be made final.

Employee Notice Requirements: An employee must provide the City with at least thirty (30) days advance notice before FMLA leave is to begin if the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition. In those cases where the employee is required to provide at least 30 days notice of foreseeable leave and

does not do so, the employee shall explain the reasons why such notice was not practicable upon a request from the employer for such information. If thirty (30) days notice cannot be provided, notice must be given as soon as practicable. Verbal notification should be provided within one or two business days of when the need for leave becomes known to the employee. When planning medical treatment, the employee will consult with the City and make a reasonable effort to schedule the leave so as not to "unduly disrupt the City's operations, subject to the approval of the health care provider."

Medical Certification: If the employee's leave is to care for the employee's seriously ill spouse, child, or parent or due to the employee's own serious health condition, the request must be supported by a certification issued by the health care provider of the employee or the employee's ill family member. Certification shall be provided by the employee as soon as possible. Medical certification forms will be made available by the Human Resources office.

Second Opinion: The City may require a second medical opinion (at the City's expense). Pending receipt of the second opinion, the employee is provisionally granted leave. The City may also request periodic reports on the employee's status and intent to return to work, or a fitness-for-duty report from the employee's attending physician advising when the employee can return to work.

If the opinions of the employee's and the City's designated health care providers differ, the City may require a third opinion (at the City's expense). The third health care provider will be designated or approved jointly by both the employee and the City. The third opinion is final and binding. The City will reimburse an employee or family member for any reasonable travel expenses incurred while obtaining the second and third opinions.

Confidentiality: All documentation related to the employee's or family member's medical condition is held in strict confidence and maintained in the employee's confidential medical file in the Human Resources office.

Payment of Group Health Insurance Premiums: The City will maintain (including the continuation of paying the City's share of the premiums) the group health insurance coverage for an employee's FMLA leave period whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. Any portion of group health plan premiums which the employee has paid before starting an FMLA leave must continue to be paid by the employee during the leave. Any changes to premium rates and levels of coverage or other conditions of the plan that apply to other active employees also apply to eligible employees on FMLA leave. The City will give advance written notice to employees of the terms for payment of premiums during FMLA leave. If FMLA leave is unpaid, the City requires that payment of the employees' portion of the payment of health benefit premiums to be made by the employee to the City. Payment is required at the same time as if it would be made by payroll deduction.

The City's obligation to maintain group health benefits ends after a premium payment is more than 30 days late. The City will provide 15 days notice that coverage will cease if the employee's premium is more than 30 days late. If coverage should lapse while the employee is on FMLA leave, they will be restored to equivalent coverage upon return to work and will not be required to meet any qualification requirements imposed by the health care plan such as preexisting waiting periods or passing a medical exam to obtain coverage.

Failure to Return to Work: The City may recover its share of health plan premiums during a period of unpaid FMLA leave from an employee if the employee fails to return to work at the end of leave. The only exception is where the employee does not return due to the continuation, recurrence, or onset of a

serious health condition of the employee or the employee's family member or "other circumstances beyond the employee's control."

Rights upon Return to Work: When an employee returns from an FMLA leave, they will be restored to the same or an equivalent position with equivalent benefits, pay, or other terms and conditions of employment. The Act does not require the City to place a returning employee in the same position. If a position in which an employee is placed is equivalent, the employee has no right to be restored to the original job. The employee's restoration rights are the same as they would have been if the employee had continued at work and not been on FMLA leave.

Seniority: An employee is not entitled to seniority or benefit accruals during periods of unpaid family and medical leave. However, an employee does not lose seniority or benefits accrued prior to family and medical leave.

Early Return: Since an employee may only be required to take FMLA leave for reasons that qualify and may not be required to take more leave than necessary, the employee may be promptly restored if the employee requests reinstatement earlier than originally scheduled. Such an employee should, where foreseeable, give the City reasonable advance notice of their intent to return, generally at least two working days.

Request for Extension: An employee should give reasonable notice to the City of the need for an extension of anticipated FMLA leave if necessary and if all of the employee's FMLA leave has not been exhausted.

Failure to Return to Work: An employee who does not (or is unable to) return to work after exhausting their FMLA leave is no longer protected by FMLA. If the employee is able to return at some time after the 12 week FMLA leave has expired, the employee may be reinstated to the employee's same or similar position, if available, in accordance with applicable laws. If the employee's same or similar position is not available, the employee may be terminated.

E-13. Other Leave:

- (a) *Meetings, Seminars.* Any employee may be granted leave with pay to attend meetings, seminars, training and conventions related to the employee's work for the City when such attendance is authorized by the department head subject to the approval of the City Administrator.
- (b) *Professional Leave – Career Development:* Employees are encouraged to take advantage of opportunities for professional growth and development. Employees may attend, or be directed to attend, conferences, seminars and meetings, if approved by the City Administrator or his/her designee. Such activities must be in the general work area or field of the employee and funds must be available in the department budget.
- (c) *Educational Leave:* An employee, upon written request, may be granted leave without pay for a period of up to one year to further his or her education or seek specialized training, upon recommendation of the City Administrator and subject to the approval of the Governing Body. The City has an established program which provides for City participation in the cost of college level training by City employees. Any regular full-time employee with at least one (1) year of service with the City may enroll at an accredited junior or community college, or four-year college or university, and make application for City participation in the cost of the tuition and fees associated with such enrollment.

- 1) The City may reimburse an employee fifty percent (50%) of the cost of tuition and fees directly associated to courses related to the employee's current job, or a job to which the employee might reasonably be promoted, upon completion of such courses with a grade of "B" or better. The provision of benefits under this clause is not to be construed as a promise or guarantee of promotion.
 - 2) A Tuition Reimbursement Application, shall be completed in full by the employee, signed by the employee's Supervisor, and submitted to the City Administrator for approval, prior to enrolling in a course. Within thirty (30) days of course completion, the employee must submit to the City Administrator or his/her designee proof of the official course grade(s) and a copy of a paid receipt for the associated costs for courses in which the employee seeks reimbursement.
 - 3) The amount of reimbursement which each employee is annually eligible to request shall not exceed \$600 per semester.
 - 4) The reimbursement program does not cover costs for which an employee is covered by other reimbursement sources, such as the G.I. Bill, scholarships, or grants.
 - 5) The City Administrator will determine whether to permit an employee to take time off work to attend classes. Time spent by an employee attending classes on his/her own initiative will not be considered time worked for the City and will not be paid.
- (d) *Leave of Absence.* An employee, upon written request, and with the recommendation of his or her department head, may be granted a leave of absence without pay for a period of up to six months, subject to the approval of the Governing Body.
- (e) *Compensatory Time.* Compensatory time off that is accrued by an employee for overtime worked shall not exceed 60 hours. As of the last pay period of each year, no employee will be permitted to have an accumulated amount of accrued compensation time in excess of 30 hours. An employee will receive payment for the hours in excess of 30 on their last paycheck of the year.

E-14. Request for Leave: All leave must be authorized in writing by the City Administrator prior to leave time being taken except for funeral, sick and vacation which is approved by the department head. A copy of each leave record, including records of sick leave taken, shall be maintained by the City Clerk.

E-15. Credits for Paid Leave: An employee, while on paid sick leave, vacation leave or other leave with pay shall continue to earn credit for sick leave and vacation leave, but no leave credit shall be earned by any employee while on leave without pay.

ARTICLE F. OTHER EMPLOYEE BENEFITS

F-1. Retirement-OASDI Benefits: All eligible employees of the city are under the federal OASDI social security system, and receive the benefits thereof in accordance with federal laws and guidelines.

F-2. Retirement-KPERS Benefits: All eligible employees of the city are automatically enrolled as members of the Kansas Public Employees Retirement System (KPERS) and receive the benefits thereof in accordance with state laws and guidelines. Membership is mandatory for all employees in covered positions. Under current law, KPERS members contribute four percent of salary, by payroll deduction. The employer's share is determined by KPERS, and varies annually.

Employee contributions to KPERS are payroll deducted from gross earnings each pay period. An Employee Information Manual is provided to each employee at the time of his/her enrollment in the



WWW.KANSASGOLFANDTURF.COM

800-260-6095 316-267-9111
5701 N CHUZY DRIVE WICHITA, KS 67219

QUOTE

ATTENTION: KEVIN FOWLER
CHERRY OAKS

MANUFACTURER:	MODEL DESCRIPTION:	LIST PRICE	SOURCEWELL
JACOBSEN	HR600 SURETRAC 4WD TILT SENSOR TECHNOLOGY (TST) FOLDABLE ROPS WITH SEAT BELT CRUISE CONTROL SUSPENSION SEAT 11.4 FT CUTTING WIDTH 65.2 HP TURBO CHARGED KUBOTA DIESEL FULL 2 YEAR WARRANTY	\$81,985.00	\$60,669.00
		FREIGHT:	<u>\$1,000.00</u>
		NEW UNIT SUBTOTAL:	\$61,669.00

JACOBSEN	HR600 - DEMO UNIT SAME SPECS AS ABOVE FULL 2 YEAR WARRANTY	LIST PRICE	YOUR PRICE
		\$81,985.00	\$57,960.00
		FREIGHT:	<u>INCLUDED</u>
		DEMO UNIT SUBTOTAL:	\$57,960.00

NOTE: THE DEMO UNIT JUST HAD THE BREAK
IN SERVICE COMPLETED ON IT

DELIVERY	\$0.00
SUB TOTAL:	
TAX:	AS APPLICABLE
TOTAL PRICE:	

THANK YOU FOR CONSIDERING KANSAS GOLF AND TURF FOR ALL YOUR
EQUIPMENT NEEDS. THE PRICES QUOTED ARE VALID FOR 30 DAYS.

QUOTE BY: RYAN BLEW, KGT

Approved by: _____ Date: _____



RESOLUTION NO. _____

DATE ADOPTED: _____

DATE PUBLISHED: _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS TO ESTABLISH THAT NONCOMPLIANCE WITH AN ORDER OF THE SEDGWICK COUNTY LOCAL HEALTH OFFICER IS A VIOLATION OF THE SEDGWICK COUNTY CODE

WHEREAS, pursuant to K.S.A. 19-101, *fourth*, the Board of County Commissioners has the power to do all acts in relation to the concerns of the County, necessary to the exercise of its corporate and administrative powers; and

WHEREAS, pursuant to K.S.A. 19-101, *fifth* and K.S.A. 19-101a, the Board of County Commissioners has the power to exercise the powers of home rule to determine local affairs and government, including performing all powers of local legislation and administration it deems appropriate; and

WHEREAS, pursuant to K.S.A. 19-101, *sixth*, the Board of County Commissioners has the power to exercise such other and further powers as may be especially conferred by law; and

WHEREAS, pursuant to K.S.A. 19-101c, the Kansas Legislature has stated that county home rule powers “shall be liberally construed for the purpose of giving to counties the largest measure of self-government”; and

WHEREAS, pursuant to K.S.A. 19-101d, the Board of County Commissioners has the power to enforce all resolutions passed pursuant to county home rule powers; and

WHEREAS, pursuant to K.S.A. 19-101d, such resolutions may be enforced by enjoining violations or prescribing penalties for violations by fine; and

WHEREAS, pursuant to K.S.A. 19-101d and K.S.A. 19-4701, *et seq.*, violations of Sedgwick County codes and resolutions may be prosecuted in the Sedgwick County Court and violations incur fines pursuant to Section 8-5 of the Sedgwick County Code; and

WHEREAS, pursuant to K.S.A. 65-202, the Sedgwick County Local Health Officer “shall use all known measures to prevent the spread of any...infectious, contagious or communicable disease...”; and

WHEREAS, the Board of County Commissioners desires to make any noncompliance with an order of the Sedgwick County Local Health Officer a violation of the Sedgwick County Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS THAT:

Section 1. Order of the Sedgwick County Local Health Officer.

The Sedgwick County Local Health Officer, appointed by the Board of County Commissioners pursuant to K.S.A. 65-201, is vested with the statutory authority to issue orders to prevent the spread of infectious, contagious, and communicable diseases. When the Sedgwick County Local Health Officer issues an order to prevent the spread of an infectious, contagious, or communicable disease, individuals, businesses, and organizations must comply with such order.

Section 2. Order of the Sedgwick County Local Health Officer, as Amended by the Board of County Commissioners.

In the event that an order issued by the Sedgwick County Local Health Officer, as described within Section 1 of this Resolution, has been amended by the Board of County Commissioners pursuant to K.S.A. 65-201 or K.S.A. 65-202, individuals, businesses, and organizations must comply with such amended order.

Section 3. Violation of an Order Issued by the Sedgwick County Local Health Officer; Penalty.

Failure of an individual, business, or organization to comply with an order issued by the Sedgwick County Local Health Officer to prevent the spread of an infectious, contagious, or communicable disease shall be a violation of this Resolution. Violations of this Section shall be classified as Class I offenses within Section 8-5 of the Sedgwick County Code.

Section 4. Violation of an Order Issued by the Sedgwick County Local Health Officer, as Amended by the Board of County Commissioners; Penalty.

Failure of an individual, business, or organization to comply with an order issued by the Sedgwick County Local Health Officer to prevent the spread of an infectious, contagious or communicable disease, as amended by the Board of County Commissioners pursuant to K.S.A. 65-201 or K.S.A. 65-202, shall be a violation of this Resolution. Violations of this Section shall be classified as Class I offenses within Section 8-5 of the Sedgwick County Code.

Section 5. Individuals Authorized to Enforce Resolution.

Any individual identified as a “code enforcement officer”, as the term is defined within Section 1-2 of the Sedgwick County Code, shall be authorized to issue a uniform complaint and notice to appear for any individuals, businesses, or organizations accused of violating this Resolution.

Section 6. Jurisdiction.

This Resolution shall be effective within the unincorporated area of Sedgwick County. This Resolution shall also be effective within any cities within Sedgwick County whose governing bodies have consented to such Resolution applying within their city’s city limits and that have entered into separate agreements with Sedgwick County providing for enforcement within their city limits.

Section 7. Effective Date.

This Resolution shall be effective upon its publication in the official county newspaper.

Commissioners present and voting were:

PETER F. MEITZNER	_____
MICHAEL B. O'DONNELL, II	_____
DAVID T. DENNIS	_____
LACEY D. CRUSE	_____
JAMES M. HOWELL	_____

Dated this _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

ATTEST:

KELLY B. ARNOLD, County Clerk

PETER F. MEITZNER, Chairman
Commissioner, First District

LACEY D. CRUSE, Chair Pro Tem
Commissioner, Fourth District

APPROVED AS TO FORM:

JUSTIN M. WAGGONER
Assistant County Counselor

MICHAEL B. O'DONNELL, II
Commissioner, Second District

DAVID T. DENNIS
Commissioner, Third District

JAMES M. HOWELL
Commissioner, Fifth District

CHENEY POLICE DEPARTMENT

October 2020

MONTHLY REPORT

CALLS FOR POLICE SERVICE HANDLED:

TOTAL- 307/9.9 calls per day Previous Month- 365

VEHICLE ACCIDENTS INVESTIGATED:

Non injury- 1

Injury- 0

TOTAL- 1

TRAFFIC INVESTIGATIONS:

DUI & Other- 0

TOTAL- 0

WARNINGS ISSUED:

Speeding- 26

Fail to Yield- 2

Defective Equipment- 14

Headlamps Required- 7

Illegal Parking- 1

Vehicle Registration Violation- 6

Disobeyed Stop Sign- 5

TOTAL- 61

NOTICE TO APPEARS ISSUED:

Grass/Weed Violation- 1
No Valid Driver's License- 1
Speeding- 3
MIC Alcohol- 2
MIP Tobacco- 1
Illegal Registration- 2
Junk Vehicle on Private Property- 1
Expired Vehicle Registration- 1
Illegal Parking- 1
No Vehicle Insurance- 2
TOTAL- 15

CRIMINAL CASES INVESTIGATED

Warrant Arrest- 2
Possession of Tobacco- 1
Fraud- 1
Counterfeit US Currency- 1
Sexual Abuse- 1
Outside Agency Assist- 1
MIC/MIP Alcohol- 1
Theft- 5
Criminal Damage- 2
Total- 15

CASES CLEARED- 11

PATROL CAR STATISTICS:

Unit #1-(2020 Chevy) Beginning Odometer-1,135
Ending Odometer- 1,517
TOTAL- 382

Unit #2- (2020 Chevy) Beginning Odometer- 5,573
Ending Odometer- 6,313
TOTAL- 740

Unit #3- (2018 Ford) Beginning Odometer- 40,531
Ending Odometer- 43,822
TOTAL- 3,291

TOTAL MILES DRIVEN- 4,413

TOTAL GALLONS OF FUEL- 498.6

AVERAGE MILES PER GALLON- 9.01

CHENEY POLICE MONTHLY OVERVIEW**OCTOBER 2020****OCTOBER 1- OFFICER READ TO ES STUDENTS****OCTOBER 2- TAUGHT DARE AT ES****OCTOBER 2- OFFICERS PROVIDED TRAFFIC CONTROL FOR PARADE FOR HOMECOMING PARADE****OCTOBER 2- OFFICERS PROVIDED SECURITY AT CHS FB GAME****OCTOBER 3- OFFICER PROVIDED SECURITY AT WHITE BARN EVENT****OCTOBER 5- PARTICIPATED IN CAR SHOW EVENT AT CES****OCTOBER 8- CITY COUNCIL MTG****OCTOBER 9- TAUGHT DARE AT ES****OCTOBER 10- OFFICER PROVIDED SECURITY AT WHITE BARN EVENT****OCTOBER 13- OFFICER READ TO ES STUDENTS****OCTOBER 14- OFFICER READ TO STUDENTS****OCTOBER 15- OFFICER READ TO STUDENTS****OCTOBER 16- TAUGHT DARE AT ES****OCTOBER 17- OFFICER PROVIDED SECURITY AT FARM BUREAU BLDG****OCTOBER 17- OFFICER PROVIDED SECURITY AT WHITE BARN EVENT****OCTOBER 19- OFFICER SUBPOENA FOR COURT IN GODDARD****OCTOBER 20- KACP BOARD MTG VIA ZOOM****OCTOBER 21- SG COUNTY 911 HERE FOR SAFETY MASK FITTING****OCTOBER 21- CHS CAREER DAY AT PD****OCTOBER 21- MET WITH ANDALE STUDENTS RE: INCIDENT AT GOLF COURSE****OCTOBER 21- OFFICERS ASSISTED WITH CITY COURT****OCTOBER 22- OFFICERS PARTICIPATED IN EVENT AT CITY OFFICE**

OCTOBER 22- OFFICERS PROVIDED TRAFFIC CONTROL AT ST. PAUL'S FUNERAL

OCTOBER 23- NO DARE/NO SCHOOL

OCTOBER 23- RED RIBBON WEEK BEGINS

OCTOBER 23- OFFICER DUI DL HEARING IN WICHITA

OCTOBER 23- OFFICERS PROVIDED SECURITY FOR CHS FB GAME

OCTOBER 24- OFFICER PARTICIPATED IN CHILI COOK OFF AT ST. PAUL'S

OCTOBER 24- OFFICER PROVIDED SECURITY AT WHITE BARN

OCTOBER 26- RED RIBBON WEEK

OCTOBER 27- OFFICER READ AT CES

OCTOBER 27- CHIEF WINTER ATTENDED DEPT. HEAD MTG

OCTOBER 28- RED RIBBON WEEK

OCTOBER 28- OFFICER READ AT CES

OCTOBER 28- SAFETY EVENT AT TUCC PRE- SCHOOL

OCTOBER 28- OFFICERS ATTENDED TRNING AT CITY OFFICE

OCTOBER 29- SAFETY EVENT AT TUCC PRE-SCHOOL

OCTOBER 29- TRAFFIC CONTROL PROVIDED FOR CES HALLOWEEN PARADE

OCTOBER 30- NO SCHOOL- NO DARE

OCTOBER 30- OFFICER DUI DL HEARING IN WICHITA

OCTOBER 30- OFFICERS PROVIDED SECURITY AT CHS FB GAME

OCTOBER 31- OFFICER PROVIDED SECURITY AT WHITE BARN

CHENEY MUNICIPAL COURT
OCTOBER 2020 COURT REPORT

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

TOTAL NUMBER OF NEW NOTICES TO APPEAR: 12

NUMBER OF TICKETS BY CHENEY #1	1	NUMBER OF TICKETS BY CHENEY #2	3
NUMBER OF TICKETS BY CHENEY #3	0	NUMBER OF TICKETS BY CHENEY #4	1
NUMBER OF TICKETS BY CHENEY #5	2	NUMBER OF TICKETS BY CHENEY #6	0
NUMBER OF TICKETS BY CHENEY #7	5	NUMBER OF TICKETS BY CHENEY #8	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:	17	NUMBER OF CONTINUED/REVIEWS ON DOCKET:	15
CONTINUED	10	CONTINUED	13
DISMISSED	1	SENTENCED	0
PAID	4	DISMISSED	0
FAIL TO APPEAR	0	PAID OR PMT MADE	2
WARRANT ISSUED	0	DRIVERS LICENSE SUSPENDED	0
SET FOR TRIAL	1	WARRANT ISSUED	0
SENTENCED	5	SET FOR TRIAL	0
		SENT FOR COLLECITON	0

NUMBER OF TRIALS 0

NUMBER OF PSI/PDS'S ORDERED	2
MONEY PAID TO CSO FOR PSI, UA'S	\$0.00
AMOUNT OF FINES SET COURT NIGHT	\$815.00
AMOUNT OF FINES COLLECTED FOR MONTH	\$3,920.50
AMOUNT OF FINES OUTSTANDING CURRENTLY	\$10,902.13
AMOUNT IN COLLECTIONS	\$19,297.72
COURT APPOINTED ATTORNEY FEES	\$0.00
INTERLINGUAL SERVICES	\$0.00

**CHENEY FIRE DEPARTMENT
OCTOBER, 2020**

We Had 9 Fire Runs and 16 EMS Runs, Totaling 25 Runs for This Month.

Fire Runs

10/02/2020
10/07/2020
10/12/2020
10/14/2020
10/16/2020
10/17/2020
10/18/2020
10/18/2020
10/25/2020

Type of Incident

FOOTBALL STANDBY
EXTRACTION
GRASS FIRE MUTUAL AID HAVEN
GRASS FIRE
ASSIST EMS-COVID PT
ASSIST KINGMAN EMS
SMOKE IN HOUSE
SMOKE IN HOUSE
APARTMENT FIRE

EMS Runs

10/02/2020
10/04/2020
10/06/2020
10/07/2020
10/08/2020
10/08/2020
10/12/2020
10/14/2020
10/15/2020
10/16/2020
10/17/2020
10/22/2020
10/26/2020
10/27/2020
10/27/2020
10/30/2020

Type of EMS

WELFARE CHECK
SICK PERSON
SICK PERSON
FALL
SICK PERSON
UNCONSCIOUS PT
COVID PT
FALL
DIFFICULTY BREATHING
BURN PT
MEDICINE ALLERGY
FALL
FALL
SICK PERSON
DIFFICULTY BREATHING
CODE BLACK

MAINTENANCE REPORT
November 2020

We received bids on a mini excavator from 3 companies: CAT (Foley Cat), BOBCAT (WhiteStar) and YANMAR (DitchWitch Underground). Attached are the quotes. Requesting permission to purchase 1 mini excavator.

Several water service lines were replaced due to line breaks under streets.

Grass was bladed off the West parking lot behind Diamond 3. Keel was brought in, leveled and worked over.

Young Construction installed a culvert in the drainage ditch to allow crossing from the parking lot to the ball diamonds. Dirt work was also done on Diamond 4.

We will be removing/replacing some concrete where the art display will be set up.

Gas Leak Survey was started using the KMGA loaner Remote Methane Laser Detection instrument.

A Radio Read 6 inch water meter was installed in our Valve Pit located at 391st/15th St South.

Brad Ewy
Maintenance Superintendent

2020 GAS REPORT

MONTH	CITY OF CHENEY				RESIDENTIAL			COMMERCIAL			NET REVENUE			
	CITY METER READING as of 15th	CITY MCF USAGE as of 15th	BLACK HILLS MCF USAGE as of 15th	BLACK HILLS DOLLARS BILLED	BLACK HILLS BILLING RATE	TOTAL VOLUME BILLED	TOTAL DOLLARS BILLED	# RES. CUST.	\$ BILLED RES. CUST.	VOLUME RES. CUST.		# COMM. CUST.	\$ BILLED COMM. CUST.	VOLUME COMM. CUST.
JAN (So.Mtr)			12396	\$ 35,888.50	\$2.9000	12,900	\$ 76,963.19	714	\$ 44,880.59	7,098	83	\$ 32,082.60	5,802	\$ 41,074.69
FEB (So.Mtr)			15374	\$ 40,004.38	\$2.6000	15,742	\$ 87,341.23	716	\$ 52,476.78	9,034	83	\$ 34,864.45	6,708	\$ 47,336.85
MAR (So.Mtr)			9972	\$ 24,875.48	\$2.4900	10,320	\$ 59,047.39	724	\$ 34,712.83	5,616	83	\$ 24,334.56	4,704	\$ 34,171.91
APR (So.Mtr)			6847	\$ 16,248.80	\$2.5100	6,831	\$ 42,090.17	720	\$ 25,110.18	3,642	81	\$ 16,979.99	3,189	\$ 25,841.37
MAY (So.Mtr)			4087	\$ 10,709.51	\$2.6200	4,365	\$ 30,382.92	719	\$ 18,273.25	2,215	82	\$ 12,109.67	2,150	\$ 19,673.41
JUNE (So.Mtr)			2328	\$ 6,787.70	\$2.9200	2,354	\$ 20,971.66	715	\$ 12,989.66	1,104	83	\$ 7,982.00	1,250	\$ 14,183.96
JULY (So.Mtr)			1871	\$ 5,364.37	\$2.8700	1,858	\$ 18,199.07	709	\$ 11,739.36	885	83	\$ 6,459.71	973	\$ 12,834.70
AUG (So.Mtr)			1777	\$ 5,446.03	\$3.0600	1,801	\$ 18,242.15	712	\$ 11,821.43	868	83	\$ 6,420.72	933	\$ 12,796.12
SEPT (So.Mtr)			2041	\$ 6,899.87	\$3.3800	1,979	\$ 19,842.41	709	\$ 12,632.15	961	83	\$ 7,210.26	1,018	\$ 12,942.54
OCT (So.Mtr)			2614	\$ 7,661.10	\$2.9300	2,565	\$ 22,088.45	707	\$ 12,457.64	1,008	83	\$ 9,630.81	1,557	\$ 14,427.35
NOV (So.Mtr)						0	\$ -							\$ -
DEC (So.Mtr)						0	\$ -							\$ -
TOTAL	0	0.00	59,307	\$ 159,885.74	0.00	60,715	\$ 395,168.64	714.50	\$ 237,093.87	32,431	82.70	\$ 158,074.77	28,284	\$ 235,282.90

JAN 504+
 FEB 368+
 MARCH 348+
 APRIL 16-
 MAY 278+
 JUNE 26+
 JULY 13-
 AUG 24+
 SEPT 62-
 OCT 49-
 NOV
 DEC
 TOTAL 1408+

2020 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 UNACCOUNTED WATER	METERED WATER TO GOLF COURSE
JANUARY	4,558,100	\$ 56,807.63	771	\$ 21,588.94	3,295,900	84	\$ 5,303.60	1,262,200	\$29,915.09	4,864,000	305,900	6%	0
FEBRUARY	5,049,000	\$ 59,297.51	774	\$ 23,075.43	3,454,400	85	\$ 4,912.91	1,594,600	\$31,309.17	5,159,000	110,000	2%	0
MARCH	4,516,700	\$ 57,886.01	783	\$ 22,366.63	3,070,800	84	\$ 4,582.72	1,445,900	\$30,936.66	4,850,000	333,300	7%	0
APRIL	4,867,790	\$ 57,441.00	773	\$ 23,630.24	3,671,290	89	\$ 4,008.52	1,196,500	\$29,802.24	5,283,000	415,210	8%	0
MAY	6,118,100	\$ 60,197.64	781	\$ 25,281.85	4,448,600	88	\$ 4,524.36	1,669,500	\$30,391.43	6,275,000	156,900	3%	0
JUNE	8,894,400	\$ 68,698.15	774	\$ 29,628.51	5,205,500	96	\$ 4,890.24	3,688,900	\$34,179.40	9,194,000	299,600	3%	0
JULY	10,131,200	\$ 68,292.06	779	\$ 31,220.90	7,122,100	87	\$ 5,248.72	3,009,100	\$31,822.44	10,491,000	359,800	3%	0
AUGUST	8,608,600	\$ 66,644.44	778	\$ 29,024.41	6,122,600	94	\$ 5,780.34	2,486,000	\$31,839.69	8,409,000	-199,600	-2%	0
SEPTEMBER	8,945,400	\$ 66,988.16	773	\$ 29,875.31	6,504,400	93	\$ 5,286.70	2,441,000	\$31,826.15	9,550,000	604,600	6%	0
OCTOBER	8,092,500	\$ 67,024.88	773	\$ 28,510.22	5,872,000	91	\$ 5,965.40	2,220,500	\$32,549.26	8,254,000	161,500	2%	0
NOVEMBER	0	\$ -									0	#DIV/0!	0
DECEMBER	0	\$ -									0	#DIV/0!	0
TOTAL-AVG.	69,781,790	\$629,277.48	775.90	\$264,202.44	48,767,590	89.10	\$50,503.51	21,014,200	\$314,571.53	72,329,000	2,547,210	4%	0

**INC. SEWER

- January - Water leak on Old 54 December 26th
- February -
- March - Repaired Leak on First/Marshall; Leak on Adams St;
- April - Filled fire trucks - water meter not metered
- May - Corrected bulk water meter to read correctly
- June -
- July -
- August -
- September - Fixed numerous water leaks around town. 09/14-09/15
- October -

2020 TRASH REPORT

	# ADDRESSES	X PICKUPS* PAID TO WC	BILLED MONTHLY	PAID WC
JAN	802	\$15.00	\$13,956.50	\$10,166.73
FEB	800	\$0.00	\$13,939.50	\$10,150.80
MARCH	807	\$0.00	\$14,062.00	\$10,167.03
APRIL	804	\$0.00	\$14,004.25	\$10,190.95
MAY	801	\$0.00	\$13,900.75	\$9,358.58
JUNE	802	\$0.00	\$13,989.00	\$10,155.07
JULY	803	\$0.00	\$13,998.25	\$10,191.78
AUG	801	\$15.00	\$13,997.75	\$10,222.85
SEPT	799	\$30.00	\$13,934.50	\$10,157.87
OCT	803	\$15.00	\$14,078.50	\$10,281.58
NOV	801	\$0.00	\$13,982.75	\$0.00
DEC		\$0.00	\$0.00	
TOTALS	802.0909091	\$75.00	\$153,843.75	\$101,043.24

*WC billed us for 774
Res Reg Carts S/B
779

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



Golf Report November 2020

We finally received some moisture, both rain and snow. We hosted one tourney and the KSHSAA 3-1A Girls State Championship, which was a success.

Rounds Report

<u>Year</u>	<u>October</u>	<u>Year to Date</u>
2020	1,879	21,578
2019	1,153	15,770
2018	1,102	16,531
2017	1,239	16,435

Revenue Report

<u>Year</u>	<u>October</u>	<u>Year to Date</u>
2020	\$65,232.25	\$701,497.94
2019	\$34,762.55	\$512,871.68
2018	\$26,120.90	\$479,050.45
2017	\$31,259.65	\$467,632.59

Best Ever Year End Totals Prior to 2020:

2011 18,337

2019 \$545,035.43

Looking Ahead:

Our tournament season is over; the new carts should be here the week after Thanksgiving.

Kevin Fowler

Director of Golf

Clerk Report- November 2020

POOL COMMITTEE:

The pool committee for the concept design has been formed with Phil Mize, Jeff Albers, Brad Ewy, Brent Peintner, Melanie Tolar, Melanie Block, Pat Lynch, Kyle Grandy, Justin Bearley, Sharla Fouquet, Linda Ball and myself. The first committee meeting with Waters Edge is November 18th- information will be provided to the Council as the committee meets.

COVID:

Sedgwick County sent an amendment to our original agreement of acceptance of CARES Funding and increased the amount from \$45,782.97 to \$68,091.80 and extended the period to spend the funds from 10/31 to 11/30/2020. The portal was opened November 2nd and staff is working to upload documentation of expenses for reimbursement.

SALES TAX:

October Sales Tax Revenues (dollars spent in August) saw an increase of \$2607.57 over October 2019. Overall, 2020 shows an increase of \$7,223 in sales tax revenue. State Motor Fuel tax revenues are down overall for the year by \$3,020 and County Motor Fuel Tax is down \$1,067.

375TH TRAFFIC STUDY:

Sedgwick County conducted a traffic study on 375th. They found that during the times of before/after school when kids would be traveling along 375th that traffic volumes were not high. The AM speeds range from 25-40 mph. Throughout the day, speeds stayed consistently at or below, mostly below, 40 mph throughout the day. The 85th percentile speed (which is what you use to set a speed limit (was 37-40 mph. Because of this data, they did not see a need to lower the speed limit. The installation of speed limit signs will have a negligible effect on the speeds. The County will talk to the township about putting up pedestrian/bicycle signage for traffic coming from the south.

MUNICODE:

Staff has been converting typed minutes into word docs to be uploaded to our new munidocs portal on our website. We now have online searchable minutes for the public back to 1994 and will continue to convert additional documents. Our code has also been updated and will be available on our website very soon. All staff has received training on the e-agenda software and have found it easy to utilize.

SOUTH MAIN:

The culvert was installed and the necessary dirt work was completed for the 4th ballfield. The amount came in under the \$8,000 bid at \$4,980 for the entire project.

CONFERENCES:

Angie is attending her 2nd year of Clerk Institute at WSU via online.

COME HOME FOR CHRISTMAS:

Come Home for Christmas is December 5th. The City will donate an item for the Holiday Festival again. A new Christmas Light Competition is also scheduled this year, but there will be no Bingo due to COVID.

PAST DUES:

There were 113 past due notices sent on 10/19/2020. (111 past dues in 2019, 132 past dues in 2018, 145 past dues in 2017, 153 past dues in 2016, 154 past dues in 2015) and there were 5 shut-offs done 11/5/2020.

MONTHLY DUTIES:

Journal entries were posted to general ledger for October. Revenue and expense reports were given to each department head. Cash and Cash Receipts were reconciled for October. Sales tax reports were filed. Payroll was conducted twice. Minutes were prepared for the regular and special meeting.