



MEETING OF THE REGULAR CITY COUNCIL

Council Chambers, City Hall – 131 N Main St

December 10, 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) CMB License- Cherry Oaks Golf Course
CMB License- SPK Grocerery
CMB License- Casey's
CMB License- Dollar General
CMB License- QP Express

- [B\)](#) Bills List

- [C\)](#) Approval of minutes for the November 12th, 2020 Council meeting.

- D) Building Permits
 - Roofing - 304 E 4TH - Brett Orth Roofing |
 - Roofing - 830 N Garfield - Eaton Roofing
 - Shed - 737 E 2nd Ave - Tonya Adolph
 - Building - 304 Lakeside Ct - Benjamin Littlejohn
 - Mechanical - 119 N Main - Cheney Electric Service
 - Electrical - 119 N Main - Cheney Electric Service

- Fence - 417 E 6th - Tyler Cramer
- Mechanical - 639 N Lincoln St - RedBird Service Co
- Sprinkler - 125 W 5th - Legendary Lawn
- Sprinkler - 428 Teal Lane - Legendary Lawn
- Sprinkler - 123 N Wolf - Legendary Lawn
- Sprinkler - 643 Allison - Legendary Lawn
- Sewer Tap - 303 E 4th - Ben Franklin Plumbing

Motion to approve as listed/amended.

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

OLD BUSINESS

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

Item was tabled from November meeting.

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.

NEW BUSINESS

2) CONSIDERATION OF AN AGREEMENT BY AND BETWEEN SEDGWICK COUNTY AND TEH CHENEY SENIOR CENTER

The annual agreement is for January 1- December 31, 2021 and provides \$5,000 in funding for the Cheney Senior Center.

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

3) CONSIDERATION OF 2021 HEALTH AND DENTAL INSURANCE COVERAGE FOR EMPLOYEES

Employee health care coverage begins February 1 of each year. The renewal for Health Insurance rates decreased by 3.78% and Dental rates increased by 4.36% for an overall decrease of 3.39%. In 2020 our rates increased by 5.59%, 2019 rates decreased by 8.34%, 2018 rates increased by 12.45%, and in 2017 decreased by 3.08%

Staff recommends staying with the Blue Cross/Blue Shield, Blue Choice Comprehensive Plan for 2021. The plan is grandfathered and provides better coverage than the ACA platinum plan, but had cheaper rates than the ACA coverage when it was bid a few years ago.

Motion to approve the Blue Cross/Blue Shield Blue Choice Comprehensive Plan for 2021.

4) CONSIDERATION OF CHANGES TO THE FEE SCHEDULE

The fee schedule is reviewed annually in December. Staff recommends the proposed changes.

Motion to adopt Resolution 302-2020 Schedule of Service, License, and Permit Fees.

5) CONSIDERATION OF 2021 SALARY SCHEDULE

The Salary Schedule is a pay range schedule for the various positions. There was no recommended change for the 2021 Salary Schedule in Section 1 and Section 2 includes a \$5 per month increase for all positions, except for the Fire Chief position that shows a \$15 per month increase.

Motion to adopt Resolution 303-2020, 2021 salary schedule.

6) CONSIDERATION OF END OF YEAR TRANSFERS

The 2020 Budget showed Scheduled Transfers at \$353,000. Staff requests an increase of transfers in streets and parks as Budget Authority allows. Because the golf course had an increase over budgeted revenues by an estimated \$200,000, the general fund cash on hand has increased and staff would like to transfer the schedule transfers of \$75,000 from the three utility funds into Capital Improvement for the Pool Project instead of into the General Fund.

7) DISCUSSION OF QUIT CLAIM DEED

The property owners at 324 E Shadybrook had a land survey done for a future building project and found a discrepancy on the property line locations. During this survey it was also determined that the owner at 412 E Shadybrook had been told an incorrect property line location resulting on their fence being placed on the City's park property (10 years ago). In order to clear up the discrepancy, a boundary shift has been prepared by a land surveyor, which would deed 5.5 feet of the City's park land to the owner at 412 E Shadybrook. The 5.5' is the amount of land currently fenced in by the property owner.

Motion to approve the 5.5 foot boundary shift and Deed the remnant of Lot 7 to the owner of 324 E Shadybrook with no monetary exchange.

8) CONSIDERATION OF MAYOR MIZE'S APPOINTMENT

Cheney Fire Department has requested the Mayor appoint

Firefighter Kyle Threadgill

Motion to confirm the Mayor's appointment.

9) CONSIDERATION OF PORTABLE STORAGE UNIT PERMIT FOR JONAS STUCKY AT 117 N JEFFERSON

A permit application was submitted by Jonas Stucky to place a portable storage unit on the lot at 117 N Jefferson.

Motion to approve/deny the Portable Storage unit.

10) CONSIDERATION OF 2021 MEMBERSHIP DUES FOR THE LEAGUE OF KANSAS MUNICIPALITIES

Motion to continue 2021 membership with the League of Kansas Municipalities for \$1286.00

REPORTS

Police Report

11) Police Report

12) Court Report

Fire Report

13) Cheney Fire Nov 2020

Maintenance Report

14) Maintenance Report

15) Gas Report

16) Water Report

17) Trash Report

Golf Course Report

18) Golf Course Report

Administrator's Report

19) Administrator's Report

ATTORNEY'S ITEMS

20) Enforcement of Sedgwick County Health Order Agreement

MAYOR'S ITEMS

Mayor Philip Mize

COUNCIL ITEMS

Councilmember Albers

Councilmember Gile

Councilmember Graf

Councilmember Kampling

Councilmember Williams

EXECUTIVE SESSION

Motion to enter into executive session to discuss lawsuit pursuant to matters related to attorney-client privilege KSA 75-4319(b)(2) at ___ pm for __ minutes with Attorney Parker, Maintenance Superintendent Brad Ewy and Administrator Young.

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

ADJOURN

Motion to adjourn the meeting at _____ pm.

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 APPROVAL LIST BY FUND REPORT

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City of Cheney

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 010 GENERAL OPERATING							
Dept: 000.000							
010-000.000-418.000	BLDG. ZONING PETTY CASH FUND///		PETTY CASH FUND	0	11/23/2020	11/23/2020	23.10
							23.10
							Total Dept. 000000: 23.10
Dept: 001.000 GENERAL							
010-001.000-714.000	HOSPITALIZATIC BLUE CROSS BLUE SHIELD OF		DECEMBER STATEMENT	0	11/19/2020	11/19/2020	1,260.47
							1,260.47
010-001.000-714.100	LIFE INSURANC KCL GROUP BENEFITS		MONTHLY STATEMENT	0	11/19/2020	11/19/2020	15.29
							15.29
010-001.000-718.000	OFFICE SUPPLI QUILL CORPORATION/// QUILL CORPORATION///		OFFICE SUPPLIES OFFICE SUPPLIES	0 0	11/19/2020 11/30/2020	11/19/2020 11/30/2020	210.77 141.92
							352.69
010-001.000-726.000	OTHER COMMC D. GENERAL CORPORATION QUILL CORPORATION/// SAM'S CLUB MASTERCARD SPK CHENEY SUMNER ONE		COVID WIPES CITY HALL COMMMODITIES MONTHLY STATEMENT COVID WIPES WIPES - COVID RELATED	0 0 0 0 0	11/30/2020 11/19/2020 11/30/2020 11/30/2020 11/30/2020	11/30/2020 11/19/2020 11/30/2020 11/30/2020 11/30/2020	30.70 34.19 184.09 25.96 49.99
							324.93
010-001.000-730.000	PROFESSIONAL SCHWAB-EATON, P.A.		PROFESSIONAL SERVICES	0	11/19/2020	11/19/2020	214.00
							214.00
010-001.000-732.000	DUES AND TRA LEAGUE OF KANS MUNICIPALIT		TRAINING FOR DANIELLE	0	11/23/2020	11/23/2020	75.00
							75.00
010-001.000-733.001	TRAVEL EXP #2 PARKER/AUSTIN//		TRAVEL EXPENSES FOR AUSTIN	0	11/30/2020	11/30/2020	57.50
							57.50
010-001.000-734.000	INSURANCE & E EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	11/19/2020	11/19/2020	1,334.61
							1,334.61
010-001.000-735.100	TELEPHONE VERIZON WIRELESS MESSAGIN		MONTHLY STATEMENT	0	11/30/2020	11/30/2020	41.50
							41.50
010-001.000-735.200	ELECTRIC SER\N EVERGY		MONTHLY STATEMENT	0	11/23/2020	11/23/2020	291.89
							291.89
010-001.000-735.300	CITY UTILITIES CHENEY MUNICIPAL UTILITIES/		MONTHLY STATEMENT	0	11/30/2020	11/30/2020	79.62
							79.62
010-001.000-736.000	BUILDING/GROI GRAINGER, INC./W.W.// PRECISION PLUMBING SAM'S CLUB MASTERCARD		GENERATOR TRANSFER SWITCH TOUCHLESS FAUCETS MONTHLY STATEMENT	0 0 0	11/30/2020 11/30/2020 11/30/2020	11/30/2020 11/30/2020 11/30/2020	1,238.15 1,980.00 39.00
							3,257.15
010-001.000-737.000	OTHER CONTR/						6

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	SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	11/30/2020	11/30/2020	128.91
	UNIQUE ENTERPRISES		WORK ON CHROMEBOOKS	0	11/30/2020	11/30/2020	160.00
							288.91
010-001.000-737.100	POSTAGE						
	PETTY CASH FUND///		PETTY CASH FUND	0	11/23/2020	11/23/2020	20.00
	PETTY CASH///		POSTAGE	0	11/23/2020	11/23/2020	3.60
							23.60
010-001.000-739.100	SOFTWARE						
	UNIQUE ENTERPRISES		WORK ON CHROMEBOOKS	0	11/30/2020	11/30/2020	192.00
							192.00
010-001.000-760.000	MACHINERY AN						
	ROBERTS HUTCH-LINE		AUTOMATIC SOAP DISPENSERS	0	11/30/2020	11/30/2020	559.01
	SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	11/30/2020	11/30/2020	409.42
	TWIETMEYER'S ELECTRICAL		AUTO LIGHT SWITCHES	0	11/30/2020	11/30/2020	1,522.80
	UNIQUE ENTERPRISES		CITY HALL COVID EQUIPMENT	0	11/19/2020	11/19/2020	805.00
	UNIQUE ENTERPRISES		CITY HALL EQUIPMENT	0	11/23/2020	11/23/2020	225.00
							3,521.23
							Total Dept. GENERAL: 11,330.39
Dept: 002.000 POLICE							
010-002.000-714.000	HOSPITALIZATIC						
	BLUE CROSS BLUE SHIELD OF		DECEMBER STATEMENT	0	11/19/2020	11/19/2020	6,356.12
							6,356.12
010-002.000-714.100	LIFE INSURANC						
	KCL GROUP BENEFITS		MONTHLY STATEMENT	0	11/19/2020	11/19/2020	29.33
							29.33
010-002.000-718.000	OFFICE SUPPLI						
	QUILL CORPORATION///		OFFICE SUPPLIES	0	11/19/2020	11/19/2020	32.08
	QUILL CORPORATION///		OFFICE SUPPLIES	0	11/30/2020	11/30/2020	20.99
							53.07
010-002.000-730.000	PROFESSIONAL						
	UNIQUE ENTERPRISES		WORK ON CHROMEBOOKS	0	11/30/2020	11/30/2020	288.00
							288.00
010-002.000-733.000	TRAVEL EXPEN						
	SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	11/30/2020	11/30/2020	4.00
							4.00
010-002.000-734.000	INSURANCE & E						
	EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	11/19/2020	11/19/2020	817.58
							817.58
010-002.000-735.100	TELEPHONE						
	VERIZON WIRELESS MESSAGIN		MONTHLY STATEMENT	0	11/30/2020	11/30/2020	93.00
							93.00
010-002.000-735.200	ELECTRIC SER\						
	EVERGY		MONTHLY STATEMENT	0	11/23/2020	11/23/2020	47.06
							47.06
010-002.000-735.300	CITY UTILITIES						
	CHENEY MUNICIPAL UTILITIES/		MONTHLY STATEMENT	0	11/30/2020	11/30/2020	26.54
							26.54
010-002.000-737.000	OTHER CONTR\						
	UNIQUE ENTERPRISES		WORK ON CHROMEBOOKS	0	11/30/2020	11/30/2020	
	VERIZON WIRELESS MESSAGIN		MONTHLY STATEMENT	0	11/30/2020	11/30/2020	

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							180.02
010-002.000-737.100	POSTAGE PETTY CASH FUND///		PETTY CASH FUND	0	11/23/2020	11/23/2020	1.40
							1.40
						Total Dept. POLICE:	7,896.12
Dept: 002.100 MUNICIPAL COURT							
010-002.100-714.000	HOSPITALIZATIC BLUE CROSS BLUE SHIELD OF		DECEMBER STATEMENT	0	11/19/2020	11/19/2020	156.95
							156.95
010-002.100-726.000	OTHER COMMC PRECISION PLUMBING		TOUCHLESS FAUCETS	0	11/30/2020	11/30/2020	495.00
							495.00
010-002.100-731.000	STATE IMPOSEI KANSAS STATE TREASURER//		NOVEMBER COURT FEES	0	11/30/2020	11/30/2020	164.50
							164.50
010-002.100-737.000	OTHER CONTR GWORKS UNIQUE ENTERPRISES		COURT SOFTWARE WORK ON CHROMEBOOKS	0 0	11/19/2020 11/30/2020	11/19/2020 11/30/2020	1,053.11 48.00
							1,101.11
010-002.100-737.100	POSTAGE PETTY CASH FUND///		PETTY CASH FUND	0	11/23/2020	11/23/2020	27.80
							27.80
						Total Dept. MUNICIPAL COURT:	1,945.36
Dept: 003.000 FIRE							
010-003.000-718.000	OFFICE SUPPLI QUILL CORPORATION///		OFFICE SUPPLIES	0	11/30/2020	11/30/2020	42.99
							42.99
010-003.000-726.000	OTHER COMMC SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	11/30/2020	11/30/2020	148.94
							148.94
010-003.000-732.000	DUES AND TRA INTRUST CARD CENTER		MONTHLY STATEMENT	0	11/30/2020	11/30/2020	325.00
							325.00
010-003.000-734.000	INSURANCE & E EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	11/19/2020	11/19/2020	1,101.18
							1,101.18
010-003.000-735.100	TELEPHONE AT&T #3///		FIRE./SHOP PHONES	0	11/19/2020	11/19/2020	132.48
							132.48
010-003.000-735.200	ELECTRIC SER EVERGY		MONTHLY STATEMENT	0	11/23/2020	11/23/2020	172.06
							172.06
010-003.000-735.300	CITY UTILITIES CHENEY MUNICIPAL UTILITIES/		MONTHLY STATEMENT	0	11/30/2020	11/30/2020	31.03
							31.03
010-003.000-736.000	BUILDING/GROI PRECISION PLUMBING		TOUCHLESS FAUCETS	0	11/30/2020	11/30/2020	950.00
							950.00

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010-003.000-737.000	OTHER CONTR						
	UNIQUE ENTERPRISES		WORK ON CHROMEBOOKS	0	11/30/2020	11/30/2020	96.00
	VERIZON WIRELESS MESSAGIN		MONTHLY STATEMENT	0	11/30/2020	11/30/2020	80.02
							176.02
010-003.000-760.000	MACHINERY AN						
	CONRAD FIRE EQUIPMENT		FIRE DEPT EQUIPMENT	0	11/30/2020	11/30/2020	5,363.77
	SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	11/30/2020	11/30/2020	186.07
							5,549.84
							Total Dept. FIRE: 8,669.54
Dept: 004.000 PARKS & POOLS							
010-004.000-714.000	HOSPITALIZATIC						
	BLUE CROSS BLUE SHIELD OF		DECEMBER STATEMENT	0	11/19/2020	11/19/2020	49.48
							49.48
010-004.000-730.000	PROFESSIONAL						
	SCHWAB-EATON, P.A.		PROFESSIONAL SERVICES	0	11/19/2020	11/19/2020	90.00
							90.00
010-004.000-734.000	INSURANCE & E						
	EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	11/19/2020	11/19/2020	287.96
							287.96
010-004.000-735.200	ELECTRIC SER\						
	EVERGY		MONTHLY STATEMENT	0	11/23/2020	11/23/2020	82.20
							82.20
							Total Dept. PARKS & POOLS: 509.64
Dept: 005.000 STREET LIGHT							
010-005.000-735.000	PUBLIC UTILITY						
	EVERGY		MONTHLY STATEMENT	0	11/23/2020	11/23/2020	363.49
							363.49
							Total Dept. STREET LIGHT: 363.49
Dept: 006.000 STREET MAINT.							
010-006.000-714.000	HOSPITALIZATIC						
	BLUE CROSS BLUE SHIELD OF		DECEMBER STATEMENT	0	11/19/2020	11/19/2020	1,062.30
							1,062.30
010-006.000-715.000	UNIFORMS AND						
	ARAMARK		MONTHLY STATEMENT	0	11/19/2020	11/19/2020	31.67
							31.67
010-006.000-726.000	OTHER COMMC						
	ARAMARK		MONTHLY STATEMENT	0	11/19/2020	11/19/2020	19.28
							19.28
010-006.000-734.000	INSURANCE & E						
	EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	11/19/2020	11/19/2020	479.04
							479.04
010-006.000-739.000	EQUIPMENT PA						
	INTRUST CARD CENTER		MONTHLY STATEMENT	0	11/30/2020	11/30/2020	19.60
	LACAL EQUIPMENT, INC.		STREET SWEEPER PARTS	0	11/19/2020	11/19/2020	323.66
							343.26
010-006.000-763.000	CONSTRUCTIOI						
	ANDALE READY MIX		SIDEWALK CONCRETE	0	11/19/2020	11/19/2020	992.00
							992.00

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Total Dept. STREET MAINT.:							2,927.55
Dept: 008.000 SENIOR CITIZENS							
010-008.000-734.000	INSURANCE & E EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	11/19/2020	11/19/2020	118.25
							118.25
010-008.000-735.200	ELECTRIC SER\ EVERGY		MONTHLY STATEMENT	0	11/23/2020	11/23/2020	48.92
							48.92
010-008.000-735.300	CITY UTILITIES CHENEY MUNICIPAL UTILITIES/		MONTHLY STATEMENT	0	11/30/2020	11/30/2020	46.06
							46.06
010-008.000-736.000	BUILDING/GROI PRECISION PLUMBING		TOUCHLESS FAUCETS	0	11/30/2020	11/30/2020	990.00
							990.00
Total Dept. SENIOR CITIZENS:							1,203.23
Dept: 012.000 GOLF COURSE							
010-012.000-714.000	HOSPITALIZATIC BLUE CROSS BLUE SHIELD OF		DECEMBER STATEMENT	0	11/19/2020	11/19/2020	2,064.21
							2,064.21
010-012.000-714.100	LIFE INSURANC KCL GROUP BENEFITS		MONTHLY STATEMENT	0	11/19/2020	11/19/2020	12.57
							12.57
010-012.000-718.000	OFFICE SUPPLI QUILL CORPORATION///		OFFICE SUPPLIES	0	11/19/2020	11/19/2020	17.12
							17.12
010-012.000-726.000	OTHER COMMC CHEM STATION		DISINFECTANT FOR GOLF COURSE	0	11/30/2020	11/30/2020	99.85
							99.85
010-012.000-730.000	PROFESSIONAL ARAMARK		MONTHLY STATEMENT	0	11/19/2020	11/19/2020	92.56
							92.56
010-012.000-734.000	INSURANCE & E EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	11/19/2020	11/19/2020	1,313.08
							1,313.08
010-012.000-735.100	TELEPHONE VERIZON WIRELESS MESSAGIN		MONTHLY STATEMENT	0	11/30/2020	11/30/2020	41.50
							41.50
010-012.000-735.200	ELECTRIC SER\ EVERGY		MONTHLY STATEMENT	0	11/23/2020	11/23/2020	2,044.67
							2,044.67
010-012.000-735.300	CITY UTILITIES CHENEY MUNICIPAL UTILITIES/		MONTHLY STATEMENT	0	11/30/2020	11/30/2020	154.18
							154.18
010-012.000-736.000	BUILDING/GROI CHERRY OAKS GOLF COURSE		TREE REMOVAL FOR GOLF COUF	0	11/19/2020	11/19/2020	200.00
	PRECISION PLUMBING		GOLF COURSE REPAIRS	0	11/19/2020	11/19/2020	211.99
	PRECISION PLUMBING		TOUCHLESS FAUCETS	0	11/30/2020	11/30/2020	1,980.00
	W ELECTRIC		INSTALL GARAGE DOOR OPENER	0	11/30/2020	11/30/2020	

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010-012.000-736.110	GOLF COURSE HELENA AGRI-ENTERPRISES LI		GOLF CHEMICALS	0	11/30/2020	11/30/2020	265.00
							265.00
010-012.000-736.200	FOOD & BEVER PEPSI-COLA		GOLF COURSE BEVERAGES	0	11/19/2020	11/19/2020	200.00
	PEPSI-COLA		GOLF COURSE BEVERAGES	0	11/30/2020	11/30/2020	281.42
	PRAIRIE FIRE COFFEE ROASTE		GOLF COURSE BEVERAGES	0	11/30/2020	11/30/2020	46.90
	SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	11/30/2020	11/30/2020	109.24
							637.56
010-012.000-736.320	MERCHANDISE SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	11/30/2020	11/30/2020	50.40
	TITLEIST		GOLF COURSE MERCHANDISE	0	11/19/2020	11/19/2020	295.37
	TITLEIST		GOLF COURSE MERCHANDISE	0	11/20/2020	11/20/2020	535.85
							881.62
010-012.000-736.400	BEER PURCHASE CHERRY OAKS GOLF COURSE		GOLF COURSE BEER PRODUCTS	0	11/19/2020	11/19/2020	274.60
	CHERRY OAKS GOLF COURSE		GOLF COURSE BEER PRODUCTS	0	11/19/2020	11/19/2020	130.20
	CHERRY OAKS GOLF COURSE		GOLF COURSE BEER PRODUCT	0	11/30/2020	11/30/2020	89.30
	CHERRY OAKS GOLF COURSE		GOLF COURSE BEER PRODUCTS	0	11/30/2020	11/30/2020	92.60
							586.70
010-012.000-739.000	EQUIPMENT PA CITY OF HUTCHINSON		GOLF COURSE PARTS	0	11/20/2020	11/20/2020	60.00
	R & R PRODUCTS, INC.		GOLF COURSE MAINTENANCE	0	11/30/2020	11/30/2020	167.20
							227.20
010-012.000-739.100	SOFTWARE UNIQUE ENTERPRISES		WORK ON CHROMEBOOKS	0	11/30/2020	11/30/2020	192.00
							192.00
010-012.000-760.000	MACHINERY AN CHENEY DOOR COMPANY, INC.		EQUIPMENT FOR GOLF COURSE	0	11/19/2020	11/19/2020	1,180.00
	CHENEY DOOR COMPANY, INC.		EQUIPMENT FOR CLUBHOUSE DC	0	11/30/2020	11/30/2020	590.00
	SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	11/30/2020	11/30/2020	139.49
							1,909.49
							Total Dept. GOLF COURSE: 13,382.30
Dept: 091.000 INDUSTRIAL DEVELOPI							
010-091.000-726.000	OTHER COMMC D'MARIO'S		POOL COMMITTEE MEETING	0	11/30/2020	11/30/2020	72.00
	PETTY CASH FUND///		PETTY CASH FUND	0	11/23/2020	11/23/2020	111.92
							183.92
							Total Dept. INDUSTRIAL DEVELOPMENT: 183.92
							Fund GENERAL OPERATING: 48,434.64
Fund: 030 SEWER							
Dept: 000.000							
030-000.000-714.000	HOSPITALIZATIC BLUE CROSS BLUE SHIELD OF		DECEMBER STATEMENT	0	11/19/2020	11/19/2020	2,284.62
							2,284.62
030-000.000-714.100	LIFE INSURANC KCL GROUP BENEFITS		MONTHLY STATEMENT	0	11/19/2020	11/19/2020	6.99
							6.99
030-000.000-715.000	UNIFORMS AND ARAMARK		MONTHLY STATEMENT	0	11/19/2020	11/19/2020	

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							31.67
030-000.000-734.000	INSURANCE & E EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	11/19/2020	11/19/2020	753.00
							753.00
030-000.000-735.100	TELEPHONE AT&T #3///		FIRE./SHOP PHONES	0	11/19/2020	11/19/2020	132.46
							132.46
030-000.000-735.200	ELECTRIC SER\ EVERGY		MONTHLY STATEMENT	0	11/23/2020	11/23/2020	231.10
							231.10
030-000.000-736.000	BUILDING/GROI PRECISION PLUMBING		TOUCHLESS FAUCETS	0	11/30/2020	11/30/2020	495.00
							495.00
030-000.000-737.000	OTHER CONTR\ UNIQUE ENTERPRISES		WORK ON CHROMEBOOKS	0	11/30/2020	11/30/2020	112.00
							112.00
							Total Dept. 000000: 4,046.84
							Total Fund SEWER: 4,046.84
Fund: 050 WATER							
Dept: 000.000							
050-000.000-714.000	HOSPITALIZATIC BLUE CROSS BLUE SHIELD OF		DECEMBER STATEMENT	0	11/19/2020	11/19/2020	1,635.15
							1,635.15
050-000.000-714.100	LIFE INSURANC KCL GROUP BENEFITS		MONTHLY STATEMENT	0	11/19/2020	11/19/2020	6.98
							6.98
050-000.000-715.000	UNIFORMS AND ARAMARK		MONTHLY STATEMENT	0	11/19/2020	11/19/2020	31.67
							31.67
050-000.000-718.000	OFFICE SUPPLI QUILL CORPORATION///		OFFICE SUPPLIES	0	11/19/2020	11/19/2020	24.37
							24.37
050-000.000-734.000	INSURANCE & E EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	11/19/2020	11/19/2020	1,267.64
							1,267.64
050-000.000-735.100	TELEPHONE AT&T #3///		FIRE./SHOP PHONES	0	11/19/2020	11/19/2020	132.48
	VERIZON WIRELESS MESSAGIN		MONTHLY STATEMENT	0	11/30/2020	11/30/2020	12.88
							145.36
050-000.000-735.200	ELECTRIC SER\ EVERGY		MONTHLY STATEMENT	0	11/23/2020	11/23/2020	332.62
							332.62
050-000.000-735.300	CITY UTILITIES CHENEY MUNICIPAL UTILITIES/		MONTHLY STATEMENT	0	11/30/2020	11/30/2020	42.02
							42.02
050-000.000-736.000	BUILDING/GROI PRECISION PLUMBING		TOUCHLESS FAUCETS	0	11/30/2020	11/30/2020	42.02

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
050-000.000-737.000	OTHER CONTR						
	DPC ENTERPRISES, L. P.		WATER DEPT SERVICES	0	11/19/2020	11/19/2020	10.00
	PROPANE CENTRAL LLC		WATER WELLS	0	11/30/2020	11/30/2020	56.41
	UNIQUE ENTERPRISES		WORK ON CHROMEBOOKS	0	11/30/2020	11/30/2020	160.00
	VERIZON WIRELESS MESSAGIN		MONTHLY STATEMENT	0	11/30/2020	11/30/2020	12.86
							239.27
050-000.000-737.100	POSTAGE						
	PETTY CASH FUND///		PETTY CASH FUND	0	11/23/2020	11/23/2020	35.00
	PETTY CASH///		POSTAGE	0	11/23/2020	11/23/2020	4.60
							39.60
050-000.000-740.000	LINE MAINTENA						
	SALINA SUPPLY COMPANY///		WATER DEPT PARTS	0	11/30/2020	11/30/2020	1,390.71
							1,390.71
050-000.000-760.000	MACHINERY AN						
	D.C. & B. SUPPLY, INC.		WATER/GAS EQUIP	0	11/19/2020	11/19/2020	4,163.84
							4,163.84
							Total Dept. 000000: 9,814.23
							Total Fund WATER: 9,814.23
Fund: 060 GAS							
Dept: 000.000							
060-000.000-714.000	HOSPITALIZATIC						
	BLUE CROSS BLUE SHIELD OF		DECEMBER STATEMENT	0	11/19/2020	11/19/2020	2,387.83
							2,387.83
060-000.000-714.100	LIFE INSURANC						
	KCL GROUP BENEFITS		MONTHLY STATEMENT	0	11/19/2020	11/19/2020	6.98
							6.98
060-000.000-715.000	UNIFORMS AND						
	ARAMARK		MONTHLY STATEMENT	0	11/19/2020	11/19/2020	31.67
							31.67
060-000.000-718.000	OFFICE SUPPLI						
	QUILL CORPORATION///		OFFICE SUPPLIES	0	11/19/2020	11/19/2020	24.38
							24.38
060-000.000-726.000	OTHER COMMC						
	CHENEY CHAMBER OF COMME		CHENEY BUCKS FOR CITY	0	11/19/2020	11/19/2020	1,130.00
							1,130.00
060-000.000-734.000	INSURANCE & E						
	EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	11/19/2020	11/19/2020	791.97
							791.97
060-000.000-735.100	TELEPHONE						
	AT&T #3///		FIRE./SHOP PHONES	0	11/19/2020	11/19/2020	132.48
	VERIZON WIRELESS MESSAGIN		MONTHLY STATEMENT	0	11/30/2020	11/30/2020	12.88
							145.36
060-000.000-735.200	ELECTRIC SER\						
	EVERGY		MONTHLY STATEMENT	0	11/23/2020	11/23/2020	359.47
							359.47
060-000.000-735.300	CITY UTILITIES						
	CHENEY MUNICIPAL UTILITIES/		MONTHLY STATEMENT	0	11/30/2020	11/30/2020	37.04
							37.04
060-000.000-736.000	BUILDING/GROI						

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	PRECISION PLUMBING		TOUCHLESS FAUCETS	0	11/30/2020	11/30/2020	495.00
							495.00
060-000.000-737.000	OTHER CONTR/						
	UNIQUE ENTERPRISES		WORK ON CHROMEBOOKS	0	11/30/2020	11/30/2020	112.00
	VERIZON WIRELESS MESSAGIN		MONTHLY STATEMENT	0	11/30/2020	11/30/2020	12.88
							124.88
060-000.000-737.100	POSTAGE						
	PETTY CASH FUND///		PETTY CASH FUND	0	11/23/2020	11/23/2020	35.00
							35.00
060-000.000-760.000	MACHINERY AN						
	D.C. & B. SUPPLY, INC.		WATER/GAS EQUIP	0	11/19/2020	11/19/2020	1,822.94
							1,822.94
							Total Dept. 000000: 7,392.52
							Total Fund GAS: 7,392.52

Fund: 096 LIBRARY OPERATING FUNI
Dept: 000.000

096-000.000-723.000	BOOKS						
	BAKER & TAYLOR BOOKS		LIBRARY BOOKS	0	11/30/2020	11/30/2020	460.82
							460.82
096-000.000-723.200	VIDEO'S						
	BAKER & TAYLOR VIDEOS		LIBRARY VIDEOS	0	11/30/2020	11/30/2020	21.56
	BAKER & TAYLOR VIDEOS		LIBRARY VIDEOS	0	11/30/2020	11/30/2020	230.33
							251.89
096-000.000-726.000	OTHER COMMC						
	INTRUST CARD CENTER		MONTHLY STATEMENT	0	11/30/2020	11/30/2020	153.73
							153.73
096-000.000-733.000	TRAVEL EXPEN						
	WOODARD/SUSAN//		TRAVEL EXPENSES FOR SUSAN	0	11/30/2020	11/30/2020	41.98
							41.98
096-000.000-734.000	INSURANCE & E						
	EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	11/19/2020	11/19/2020	421.82
							421.82
096-000.000-735.200	ELECTRIC SER\						
	EVERGY		MONTHLY STATEMENT	0	11/23/2020	11/23/2020	197.62
							197.62
096-000.000-735.300	CITY UTILITIES						
	CHENEY MUNICIPAL UTILITIES/		MONTHLY STATEMENT	0	11/30/2020	11/30/2020	64.09
							64.09
096-000.000-760.000	MACHINERY AN						
	ROBERTS HUTCH-LINE		LIBRARY CHAIRS	0	11/30/2020	11/30/2020	342.04
							342.04
							Total Dept. 000000: 1,933.99
							LIBRARY OPERATING FUND: 1,933.99

Fund: 111 PAYROLL CLEARING FUND
Dept: 000.000

111-000.000-224.000	DENTAL						
	BLUE CROSS BLUE SHIELD OF		DECEMBER STATEMENT	0	11/19/2020	11/19/2020	

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							838.09
111-000.000-228.000	miscellaneous 4						
	BLUE CROSS BLUE SHIELD OF		DECEMBER STATEMENT	0	11/19/2020	11/19/2020	1,921.62
							1,921.62
111-000.000-705.129	FLEXIBLE SPEN						
	BRONSTON//MARY/		CAFETERIA PLAN	0	11/19/2020	11/19/2020	487.87
							487.87
Total Dept. 000000:							3,247.58
Payroll Clearing Fund:							3,247.58
Fund: 115 CAPITAL EQUIPMENT							
Dept: 000.000							
115-000.000-760.000	MACHINERY AN						
	KANSAS GOLF AND TURF, INC.		GOLF COURSE EQUIPMENT	0	11/20/2020	11/20/2020	57,960.00
							57,960.00
Total Dept. 000000:							57,960.00
Fund CAPITAL EQUIPMENT:							57,960.00
Fund: 117 CAPITAL EQUIPMENT - POL							
Dept: 000.000							
117-000.000-760.000	MACHINERY AN						
	SAM'S CLUB MASTERCARD		MONTHLY STATEMENT	0	11/30/2020	11/30/2020	150.00
	UNIVERSITY OF KANSAS		MARTINEZ TRAINING	0	11/19/2020	11/19/2020	35.00
							185.00
Total Dept. 000000:							185.00
Capital Equipment - Police:							185.00
Fund: 136 DIGITAL SIGN							
Dept: 000.000							
136-000.000-730.000	PROFESSIONAL						
	EMC INSURANCE COMPANIES//		MONTHLY STATEMENT	0	11/19/2020	11/19/2020	7.42
	UNIQUE ENTERPRISES		WORK ON CHROMEBOOKS	0	11/30/2020	11/30/2020	48.00
							55.42
Total Dept. 000000:							55.42
Total Fund DIGITAL SIGN:							55.42
Fund: 140 AGENCY							
Dept: 000.000							
140-000.000-418.000	BLDG. ZONING						
	PETTY CASH FUND///		PETTY CASH FUND	0	11/23/2020	11/23/2020	23.10
							23.10
140-000.000-491.000	Income from Oth						
	BLUE CROSS BLUE SHIELD OF		DECEMBER STATEMENT	0	11/19/2020	11/19/2020	76.85
							76.85
140-000.000-750.000	SEDGWICK COL						
	MABCD		SEPT & OCT STATEMENTS	0	11/19/2020	11/19/2020	2,251.13
							2,251.13
140-000.000-780.000	RESTITUTION D						
	DOLLAR GENERAL		RESTITUTION KATHY SHUMARD	0	11/19/2020	11/19/2020	
	JIM'S FOODLINER///		RESTITUTION MISTY MCCOLLUMI	0	11/19/2020	11/19/2020	200.00

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	OFFICE OF THE ATTORNEY GE		RESTITUTION ACE WATSON	0	11/19/2020	11/19/2020	15.00
							265.00
						Total Dept. 000000:	2,616.08
						Total Fund AGENCY:	2,616.08
						Grand Total:	135,686.30



MEETING OF THE REGULAR CITY COUNCIL

Council Chambers, City Hall – 131 N Main St

November 12, 2020 at 7:00 PM

MINUTES

HONORABLE MAYOR MIZE AND MEMBERS OF THE COUNCIL

CALL REGULAR MEETING TO ORDER

MEMBERS PRESENT

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

PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

PRAYER- Pastor Travis McKee led the 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

Motion to approve as listed.

Motion made by Councilmember Albers, Seconded by Councilmember Gile.

Voting Yea: Councilmember Kampling, Councilmember Williams, Councilmember Graf

PUBLIC AGENDA

Travis McKee addressed Council and asked them to support the Sedgwick County Health Order. He reminded Council that Sedgwick County had passed the 23% positivity rate. McKee discussed the effects of the virus, the climbing numbers, the cluster at the Golden Age Home and asked the City Council to join with Sedgwick County's efforts to help save lives and keep the kids in school.

OLD BUSINESS

NEW BUSINESS

PRESENTATION BY ERIC MEYER OF GEORGE, BOWERMAN, AND NOEL, P.A. CONCERNING THE 2019 YEARLY AUDIT

Auditor Eric Meyer discussed the City's 2019 Audit and Financials. He reported the City's overall debt total was \$1.8 million and cash increased in 2019 from 2.645 million to 3.745 million, with all funds having a cash increase. Meyer reported the General Fund had 150 days of cash on hand and a general rule is for 90-180 days. The Capital Improvement Reserve fund increased in 2019 from \$441,138 to \$665,559 and did not see a need to increase utility rates.

The management letter discussed an issue discovered with estimating the gas rate computation based on the meter charge, but it had already been corrected in 2020. There were no disagreements with management.

Councilmember Albers discussed a fine line of having too much cash. Future projects were discussed and the ability to issue temporary notes for up to 4 years.

CONSIDERATION OF PURCHASING MINI EXCAVATOR

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

Motion to purchase Bob Cat mini excavator in the amount of \$51,500

Motion made by Councilmember Graf, Seconded by Councilmember Gile.

Voting Yea: Councilmember Kampling, Councilmember Williams, Councilmember Albers

CONSIDERATION OF INSTALLING A GENERATOR AT CITY HALL

Young and Ewy explained that the current generator that is available to City Hall will be installed permanently at the water well. With St. Rose Catholic Church hooking up to the City's Water, the City will install a variable speed drive and need to maintain pressure at all times on the lines so a generator will also need to be installed permanently. The existing generator is a larger 3 phase generator that is needed at the wells and smaller one could be purchased and permanently installed at City Hall along with a new auto-transfer switch. Three bids were received.

Grainger \$10,572 (+ contract labor estimated at \$1000)

Twietmeyer Electric \$14,492.60 + \$1000 labor

Cheney Electric \$18,054 (labor included)

Motion: to approve installing generator at City Hall from Grainger for \$10,572 + labor

Motion made by Councilmember Kampling, Seconded by Councilmember Williams.

Voting Yea: Councilmember Albers, Councilmember Gile, Councilmember Graf

CONSIDERATION OF MAYOR MIZE'S APPOINTMENT

Cheney Fire Department and Mayor Phil Mize have requested the appointment of Firefighter Mason Schell.

Motion to confirm the Mayor's appointment.

Motion made by Councilmember Albers, Seconded by Councilmember Graf.

Voting Yea: Councilmember Kampling, Councilmember Williams, Councilmember Gile

CONSIDERATION OF VISION INSURANCE RATES FOR 2021

Young stated that vision insurance coverage for employee's renews January 1, 2021. Insurance rates will remain the same through 2021. Employees pay 100% of the cost.

Motion to approve the Surency Vision Plan.

Motion made by Councilmember Albers, Seconded by Councilmember Gile.

Voting Yea: Councilmember Kampling, Councilmember Williams, Councilmember Graf

CONSIDERATION OF KANSAS CITY LIFE INSURANCE RATES FOR 2021

Young stated the City of Cheney provides a \$12,500 life insurance policy for all full-time employees as part of their Employee Benefit Package. Renewal rates were remaining the same.

Motion to approve the renewal rates from Kansas City Life.

Motion made by Councilmember Kampling, Seconded by Councilmember Graf.

Voting Yea: Councilmember Williams, Councilmember Albers, Councilmember Gile

ADOPTION OF SICK LEAVE BANK POLICY

Administrator Young explained that Section E-6 (j) of the City's Personnel Policy stated 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.

The Shared Leave Program would allow full-time employees to donate a minimum of 8 hours in January towards the bank. They would then be eligible to utilize hours in the bank for the year, but would be required to pay the sick leave hours back. Limits were outlined in the policy.

Motion to adopt the updated Personnel Policy.

Motion made by Councilmember Albers, Seconded by Councilmember Williams.

Voting Yea: Councilmember Kampling, Councilmember Gile, Councilmember Graf

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.

Mayor Mize preferred to wait until the City knew what piece of equipment was being requested.

Motion made by Councilmember Jeff Albers to table the item. Seconded by Councilmember Gile.
Voting Yea: Councilmember Kampling, Councilmember Graf, Councilmember Williams

CONSIDERATION OF PURCHASING SCBA FOR CHENEY FIRE DEPARTMENT

Chief Ewy stated there were twelve self-contained breathing apparatuses are up for sale on GovDeals. They have only been used for a year and are 15 year packs. The Fire Association met to approve the purchase and are requesting the City share the cost.

Currently the fire department's air-packs are out of compliance and the Department had planned to purchase ten new packs utilizing pricing from Hutchinson Fire Department after the first of the year at \$6,300/pack.

Ewy explained that each fireman has their own mask that hooks up to the air packs. There are 21 firefighters on the department, but will only purchase 12 air packs.

Motion to split the purchase of the SCBAs with the Fire Association and City each put in \$25,000.
Motion made by Councilmember Kampling, Seconded by Councilmember Graf.
Voting Yea: Councilmember Williams, Councilmember Albers, Councilmember Gile

CONSIDERATION OF PURCHASE JACOBSEN MOWER

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

Director of Golf Kevin Fowler explained that the course last purchased a rough mower 8 years ago in 2012 for roughly \$48,000 brand new. That has been their primary mower for 4 years. In 2016, they purchased an additional 2009 used mower. Both units have the equivalency hours of a quarter-million miles.

Two years ago, the course purchased a Jacobsen greens mowers and Fowler had been hoping to purchase an additional Jacobsen for the fleet. The Jacobsen is 5" wider than the current Toro mower. Fowler looked for other used mowers and found a 2016 at Crestview Country Club with 3500 hours for \$28,000, but he thought that had too many hours for too much money.

Other comparable units' new cost: Toro- \$65,200 and Jacobsen- \$61,669 new

The Jacobsen demo unit had 100 hours and they were asking \$57,960 with a full 2 year warranty with date of purchase. If the purchase is approved, Fowler stated they would sell the 2009 mower that was purchased in 2016 on PurpleWave.

Motion: Purchase Jacobsen mower in the amount of \$57,960.
Motion made by Councilmember Graf, Seconded by Councilmember Albers.
Voting Yea: Councilmember Kampling, Councilmember Williams, Councilmember Gile

Motion: sell of 2009 Toro 4100 on Purple Wave
Motion made by Councilmember Kassie Gile. Seconded by Councilmember Graf.
Voting Yea: Councilmember Kampling, Councilmember Williams, Councilmember Albers

CONSIDERATION OF ENFORCEMENT OF SEDGWICK COUNTY HEALTH ORDER

Young stated that Sedgwick County had asked cities to partner with them on enforcing the new 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 would 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 with a \$500 fine.

Councilmember Albers saw several issues with giving Sedgwick County jurisdiction within the City to enforce the Order and in penalizing businesses owners if people inside their business weren't wearing masks.

Pastor McKee addressed Council and thought it was important to ask businesses to recognize the emergency that's happening.

Travis Mounts didn't think businesses should be punished for what customers were doing, but thought everyone in the food industry should all be wearing a mask and thought businesses should enforce the Order with their employees

Councilmember Kampling and Councilmember Albers thought the City should encourage businesses to follow the Order.

Attorney Austin Parker thought a level of discretion could be given to the police chief to enforce the Order and utilize Municipal Court, if needed.

Councilmember Albers stated he was not against enforcement, but was against Sedgwick County having jurisdiction within the City and thought the Police Department would have the best interest of the community in mind with existing relationships.

Council thought enforcement could be done with warnings, training, and education of what the City is trying to keep from happening. Councilmember Kampling thought something needed to be done if more positive cases in Cheney were reported again like today.

Mayor Mize added that if the majority of people have a mask on, then others are more inclined to keep their masks on too. Travis McKee added that social pressure and top down leadership were helpful.

Council decided to proceed with local enforcement and would discuss the agreement with Sedgwick County when it was received.

REPORTS

Police Report

Chief Ken Winter reported that they had received an \$1,100 grant from KDOT to purchase stop sticks.

Councilmember Williams asked about Officers working at the wedding venue. Winter stated that was on personal time and paid individually.

Fire Report

Chief Ewy reported that the Fire Department had run on several COVID patients lately.

Maintenance Report

Maintenance Superintendent Brad Ewy had nothing additional to report.

Golf Course Report

Director of Golf Kevin Fowler had nothing to add.

Administrator's Report

Administrator Danielle Young asked for Council's approval to purchase Cheney jackets for employees instead of holding the annual Christmas Party, due to COVID restrictions.

Young announced they distributed 89 PPE kits to Cheney businesses.

Young also reported that the City would receive an additional \$100/month for a new antenna installed on the City's cell tower.

ATTORNEY'S ITEMS

Attorney Austin Parker had nothing to add.

MAYOR'S ITEMS

Mayor Phil Mize had nothing to add.

COUNCIL ITEMS

Councilmember Greg Williams had nothing to report.

Councilmember Jeff Albers had nothing to report.

Councilmember Kassie Gile had nothing to report.

Councilmember Ryan Graf had nothing to report.

Councilmember Greg Kampling had nothing to report.

ADJOURN

Motion to Adjourn at 8:56 pm.

Motion made by Councilmember Gile, Seconded by Councilmember Williams.

Voting Yea: Councilmember Kampling, Councilmember Albers, Councilmember Graf

Mayor Philip Mize

(seal)

Attest:

Danielle Young, Admin/Clerk

AGREEMENT FOR SENIOR CENTER CLUBS

by and between:

SEDGWICK COUNTY, KANSAS
and
CITY OF CHENEY
Cheney Senior Center

This Agreement made and entered into this ____ day of _____, 2020, by and between Sedgwick County, Kansas (“County”) and City of Cheney (“Contractor”).

WITNESSETH:

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

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

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

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

SECTION 1: SCOPE OF SERVICES

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

1.2 Term. This Agreement shall be for one (1) year, commencing January 1, 2021, and ending December 31, 2021. Notwithstanding the foregoing, this Agreement may continue on a month-to-month basis for a reasonable time after December 31, 2021, if: (a) both parties agree to continue operating under the terms and provisions of this Agreement while actively negotiating an agreement for FY 2022 and (b) funds are available for the 2022 program year.

SECTION 2: CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants the following:

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

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

SECTION 3: COMPENSATION AND BILLING

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

3.2 Invoicing and Billing. Contractor agrees that billings and payments under this Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed in Paragraph 3.1, Contractor shall submit billing for services provided to the County by the 10th day of each month or on a quarterly basis. Payment to Contractor shall be made within 30 days following receipt of Contractor's billing. Billings submitted after the 10th of the month may be rolled over to the next billing cycle. Line item billings must include documentation to support the invoice request. Payments shall be made to Contractor only for items and services provided to support the contract purpose and if such items are those that are authorized by Paragraph 3.1. The County reserves the right to disallow reimbursement for any item or service billed by Contractor if the County believes that any item or service was not provided to support the contract purpose.

Properly submitted invoices and/or billing statements will be paid within thirty (30) calendar days of receipt by County. All invoices must be submitted on or before January 10, 2022. County will not honor any requests for compensation received after this date.

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

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

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

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

SECTION 4: CONTRACTOR'S PERSONNEL

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

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

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

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

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

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

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

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

4.6 Advisory Council Members. If any Contractor staff or board members serve on any County advisory councils, they shall not be present during nor participate in any discussion (inside or outside of the advisory council's meeting) relating to the program and may not vote in person or by proxy on any matter related to, affecting or affected by the program.

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

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

- a. persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, or crime against another person are prohibited from performing Services, administering this Agreement, or handling any funds conveyed hereunder;
- b. persons convicted of any crimes of moral turpitude, including without limitation, sex offenses and crimes against children are prohibited from performing Services or otherwise interacting in any way with persons served pursuant to this Agreement; and
- c. persons convicted of a serious driving offense, including without limitation, driving under the influence of alcohol or a controlled substance, are prohibited from operating a vehicle in which a person served pursuant to this Agreement is a passenger. For purposes of this section, "serious traffic

offense" shall not include any offense deemed a "traffic infraction" under K.S.A. §§ 8- 2116 and 8-2118.

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

SECTION 5: RECORDS, REPORTS, INSPECTIONS AND AUDITS

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

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

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

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

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

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

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

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

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

SECTION 6 :SUSPENSION & TERMINATION

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

6.2 Termination.

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

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

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

SECTION 7 :MISCELLANEOUS

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

for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

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

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

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

and

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

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

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

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

Worker’s Compensation Applicable State Statutory Employer’s Liability	
Employer’s Liability Insurance:	\$100,000.00

Contractor's Liability Insurance:	
Form of insurance shall be by a Comprehensive General Liability and Comprehensive Automobile Liability	
Bodily Injury:	
Each occurrence	\$500,000.00
Aggregate	\$500,000.00
Property Damage:	
Each occurrence	\$500,000.00
Aggregate	\$500,000.00
Personal Injury:	
Each person aggregate	\$500,000.00
General aggregate	\$500,000.00
Automobile Liability – Owned, Non-Owned, and Hired:	
Bodily injury each person	\$500,000.00
Bodily injury each occurrence	\$500,000.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[remainder of this page intentionally left blank]

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

SEDGWICK COUNTY, KANSAS

CITY OF CHENEY

Peter F. Meitzner, Chair
Commissioner, First District

Danielle Young, City Administrator/Clerk

APPROVED AS TO FORM ONLY:

Karen L. Powell
Deputy County Counselor

ATTESTED TO:

Kelly B. Arnold
County Clerk

EXHIBIT A
SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

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

County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. Insurance: County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. Conflict of Interest. Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.
11. Confidentiality. Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.
12. Cash Basis and Budget Laws. The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. Anti-Discrimination Clause. Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C.

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

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

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.

15. **HIPAA Compliance.** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as "HIPAA"), to the extent that the Contractor uses, discloses or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.

16. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.

17. **Tax Set-Off.** If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the agreement, County will offset said delinquent taxes by the amount of the payment due under the agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.

18. **Inapplicability to Municipal Contractors.** The following provisions found in this Sedgwick County Mandatory Contractual Provisions Attachment shall be inapplicable if the contractor is a Kansas county, incorporated city, township, or improvement district: 8, 10, 17.

19. **Safety Recall Notices.** Throughout the term of the Agreement and at all times thereafter, Contractor must immediately notify County of any and all safety recall notices of products, goods and services Contractor has provided to County. In addition, Contractor shall remedy the recalled defect(s), at no cost to County, by: (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or (2) providing compensation to County in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section 19 survives expiration or termination of the Agreement.

EXHIBIT B SCOPE OF SERVICES

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

GOALS

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

OBJECTIVES.

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

Each Senior Club will be required to offer at least three (3) baseline activities, four (4) special events/projects, and eight (8) educational opportunities in FY 2021.

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

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

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

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

A Senior Club should expend the funds as outlined in the budget to accomplish the goals of the program. Any activity that is introduced as a new activity will be counted as a new activity. When that activity becomes a regular activity, it then will become a part of the baseline category.

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

OUTCOMES

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

NOTIFICATION OF MILL LEVY AWARD - SENIOR CLUB

Obligation Herein Awarded \$5,000

Approved Project Period:
From: 1/1/2021 To 12/31/2021

GRANT OR ACTION
X New or Continuation
Revision of Earlier
Supplement of Earlier

Fiscal Year(s) from which funds are awarded
2021

Cheney Senior
Club
516 N. Main
Cheney, KS
67025

City of Cheney
City Hall

PO Box 1
Cheney, KS 67025

1. Estimated Total Cost	5,000
2. Less Estimated Project Income (Non-Match)	0
10. Other Local Match	0
11. Mill Levy Share	5,000

APPROVED COST 5,000

1. Personnel	
2. Office Supplies	100
3. Telephone	500
4. Utilities	2100
5. Building Maintenance	800
6. Insurance	1500
7. Mileage	
8. Other	0

9. Total Cost 5,000

MILL LEVY SHARE 5,000

Grandfathered
CHENEY CITY EMPLOYEES
Comprehensive Major MedicalSM

Benefits include but are not limited to:

25462

Effective Date: February 01, 2021

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

Monthly Premium

<u>Type of Coverage</u>	<u>Health</u>	<u>Dental</u>	<u>Total</u>
Employee	\$528.96	\$37.11	\$566.07
Employee/Child	\$1070.76	\$73.21	\$1143.97
Employee/Spouse	\$1136.06	\$79.78	\$1215.84
Family	\$1677.86	\$115.46	\$1793.32

Dental: Yes No

Printed Name: _____

Signature: _____

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

Title: _____

Date: _____

For Office Use Only

Effective Date: _____ Completed Date: _____

CITY OF CHENEY, KANSAS

RESOLUTION NO. 302-2020

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CHENEY, KANSAS, that there is hereby compiled, enacted and adopted a Schedule of Service, License and Permit Fees for use within the corporate limits of the City of Cheney, Kansas. Said Schedule is hereby incorporated by reference. No fewer than three (3) copies of said Schedule shall be marked "As Adopted by Resolution No. 302-2020," to which shall be attached a copy of this Resolution, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

BE IT FURTHER RESOLVED that Resolution No. 301-2020 and the Schedule of Service, License and permit Fees compiled, enacted and adopted by said Resolution are hereby repealed.

Adopted by the City Council this 10th day of December, 2020

Approved by the Mayor this 10th day of December, 2020

MAYOR, Philip Mize

SEAL

ATTEST:

CITY CLERK, Danielle Young

CITY OF CHENEY
Schedule of Service, License and Permit Fees
As Adopted by Resolution No. 302-2020

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

CITY OF CHENEY
Schedule of Service, License and Permit Fees
As Adopted by Resolution No. 302-2020

BUILDING/PERMIT		
Curb Cut-Sidewalk-Driveway Approach	\$15.00	
Well Permit	\$100.00	
Sprinkler Permit (Residential)	\$50.00	
Sprinkler Permit (Commercial)	\$75.00	
Board of Zoning Appeals (includes variances)	\$100.00	
Planning Commission (Zone Changes, Special Use Permits)	\$100.00	
Lot Split	\$50.00	
Preliminary Plat	\$100.00/\$3.00 lot	
Moving a Building or Structure	\$100 + Expenses	
Mobile Home License Fee	\$50/\$5 per home	
Well Producing Gas or Petroleum	\$300/yr	
Parabolic Antenna	\$25.00/yr	
Right-of-way Application (Residential)	\$10.00	
Right-of-way Application (Commercial)	\$50.00	
Building Permits (Sedgwick County)	Sedgwick Co. Fee Schedule	
Demolition Permit	\$50.00	
RV Occupancy Permit over 9 acres	\$50.00/year	
Fence Permit	\$30.00	
Payday or Title Loan Business	\$1,000.00/year	
Vacation Fee/Street,Alley,Easement	\$100.00	
Administrative Exception Fee	\$100.00	
Commercial Portable Storage Container Permit	\$50.00	
COURT		
Daily Incarceration cost pursuant to an order of the Municipal Court Judge	\$2.55/per hour	\$2.69/per hour
Court Costs	\$100.00	
Waiver of trial	\$50.00	
Furnishing certified transcript	\$25.00	
Filing of petition for expungement	\$100.00	
Diversion Fee (DUI)	\$500.00	
Diversion Fee (Traffic/DB)	\$100-\$200	
Pre-sentence investigation	\$150.00	
Fines	(Set by judge)	
Court Record Request	\$25.00	
Video Cassette/DVD Copies	\$15+\$20/hr	
Warrant fee	\$50.00	
Failure to appear Letter Fee	\$15.00	
Court Ordered Finger Prints	\$33.00	
Set for Trial	\$25.00	
Certified Letter Fee	\$15.00	
Police Report	\$10.00	
DARE Fee	\$100-\$200	
Court Appointed Attorney	\$200/case	

CITY OF CHENEY
Schedule of Service, License and Permit Fees
As Adopted by Resolution No. 302-2020

TRASH		
Trash service Delinquent fee after the 17th	10%	
Residential Trash up to 95 gallon cart & Recycle Cart	\$16.25/month	\$16.50
Residential Trash (Additional Cart)	\$9.00/month	
Residential Recycle (Additional Cart)	\$7.00/Month	
Commercial Trash Small Business/95 gallon cart	\$17.25/month	\$17.50
Commercial Trash (Additional Cart)	\$11.50/month	
Commercial Recycle	\$8.50 First Cart/\$7.75 2nd.	
Special Trash Pickup Fee (\$6.00 through \$50.00)	\$15.00	
Special Trash Pickup Fee -Carpet/+ Padding	per sq ft	
Special Trash Pickup Fee- Mattresses & Box Springs	\$30.00 each	
WATER		
Connection Fee (3/4" or less)	\$650.00	
Connection Fee (1")	\$800.00	
Connection Fee (1" or less/ Outside City)	\$900.00	
Connection Fee (1 1/2")	\$1,500.00	
Connection Fee (1 1/2"/ Outside City)	\$2,000.00	
Connection Fee (2")	\$2,000.00	
Connection Fee (2"/ Outside City)	\$2,300.00	
Connection Fee (4")	\$3,500.00	
Connection Fee (4"/ Outside City)	\$5,000.00	
Connection Fee (Commercial)	\$750/\$100 x # Units	
New Service Connection Fee	\$25.00	
New Service Connection Fee (After Hours)	\$50.00	
Reconnect Fee	\$25.00	
Reconnect Fee (After hours)	\$50.00	
Monthly Service (Up to 1000 gal)	\$21.50	
Monthly Service (Up to 1000 gal)(Outside City)	\$35.00/mo	
Consumption Fee	\$2.20 per 1000/mo	
Consumption Fee (Outside City)	\$2.20 per 1000/mo	
Multi-unit dwelling with one meter (duplexes, apts, mobile home par	\$5.00 per unit/mo	
* Utility Equity Fee (Outside City limits)	\$2,500.00	
Fire Hydrant Meter Fee	\$25/mo	
Meter Testing Charge	\$30.00	
Fire Line Fee (4")	\$6/mo	
Fire Line Fee (8")	\$8/mo	
Fire Line Fee (10")	\$10/mo	
Deposit (Water)	\$50.00	
Bulk Water	\$8.00/1000 gal	
Delinquent fee after the 17th	10%	
Replacement of Water Meter MIU	\$90 + labor	
Replacement of Water Meter Lidlock	\$15.00	
Meter Read Fee (non-digital)	\$25/month	

CITY OF CHENEY
Schedule of Service, License and Permit Fees
As Adopted by Resolution No. 302-2020

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

CITY OF CHENEY
Schedule of Service, License and Permit Fees
As Adopted by Resolution No. 302-2020

GOLF COURSE		
18 Hole Green Fees (Weekdays)	\$24.00	
18 Hole Green Fees (Weekends & Holidays)	\$27.00	
9 Hole Green Fee (Weekdays)	\$16.00	
9 Hole Green Fee (Weekends & Holidays)	\$17.00	
Junior 18 hole Green Fees (High/Grade School Student) (Weekdays)	\$13.00	
Junior 18 hole Green Fees (High/Grade School Student) (Weekends)	\$16.00	
Junior 9 Hole Green Fee (Weekdays)	\$9.00	
Junior 9 Hole Green Fee (Weekends & Holidays)	\$10.00	
Senior 18 hole Green Fee (over 60) (Weekdays)	\$16.00	
Senior 18 hole Green Fee (over 60) (Weekends & Holidays)	\$19.00	
Senior 9 Hole Green Fee (Weekdays)	\$12.00	
Senior 9 Hole Green Fee (Weekends & Holidays)	\$13.00	
Military 18 hole Green Fee (Weekdays)	\$16.00	
Military 18 hole Green Fee (Weekends & Holidays)	\$19.00	
Military 9 Hole Green Fee (Weekdays)	\$12.00	
Military 9 hole Green Fee (Weekends & Holidays)	\$13.00	
Twilight Green Fee (After 4:00 p.m.) (M-F)	\$16.00	
Green Fee Punch Card Regular 18 Hole / 9 Hole (10 for the price of 8)	\$216.00/\$152.00	
Green Fee Punch Card- Senior 18 Hole / 9 Hole (10 for Price of 8)	\$152.00/\$96.00	
Green Fee Punch Card- Junior 18 Hole / 9 Hole (10 for Price of 8)	\$128/\$80	
5 Hole Junior Loop	\$5.00	
Family Rate Green Fee (2 Parents, up to 3 Kids) 9 holes	\$40.00	
18 hole Cart Rental (2 Riders)	\$27.00	\$28.00
18 hole Half Cart (1 Rider)	\$13.50	\$14.00
9 hole Cart Rental (2 Riders)	\$21.00	\$22.00
9 hole Half Cart (1 Rider)	\$10.50	\$11.00
Pull Cart	\$5.00	
18 hole Golf Cart Punch Card (10 for the price of 8)	\$108.00	\$112.00
9 hole Golf Cart Punch Card (10 for price of 8)	\$84.00	\$88.00
Range Balls (Large Bag)	\$7.00	
Range Balls (Small Bag)	\$5.00	
Driving Range Punch Card (10 for price of 8)	\$56.00	
Driving Range Unlimited	\$300.00	\$325.00
Tournament Fee (Monday, Tuesday and Wednesday per person)	\$37.00	\$41.00
Tournament Fees (Thursday, Friday, Saturday, Sunday per person)	\$43.00	\$44.00
Season Pass- Individual (any day)	\$950.00	
Season Pass - Individual (Weekday Only)	\$750.00	\$825.00
Season Pass Couple- (married)	\$1,450.00	\$1,800.00
Season Pass- Senior (60 and over)	\$700.00	
Senior Pass- Senior (60 and over) Weekday only		\$575.00
Season Pass- Senior Couple (married- 60 and over)	\$1,150.00	\$1,200.00
Season Pass- Junior (HS/MS/GS Student)	\$300.00	
Season Pass- Family (2 adults/3 children under 18)	\$1,700.00	\$2,000.00
Season Pass Ultimate (Green Fee, Cart, Range)	\$1,450.00	\$1,500.00
Summer Pass High School (May 15-Aug 15) (GF + Range Balls)	\$200.00	
Unlimited Golf Cart/With paid season pass	\$700/\$550	
Family Unlimited- First Cart/Second Cart	\$550/\$300	
Pavilion Rental/(over 4 hours)	\$60 (4 hrs)/ \$15 (hr)	
Pavilion Rental (Purchasing Food)	\$20 (4hrs) / \$15 (hr)	

RESOLUTION # 303-2020**SALARY SCHEDULE FOR THE CITY OF CHENEY, KANSAS
CALENDAR YEAR 2021**

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

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

1. The attached pay plan, including members of the Governing Body and other officers of the City, for the calendar year 2021 be approved. All employees' earnings pursuant to this pay plan will be based on an hourly rate calculated from an annual salary, which is within the salary schedule range assigned to the employee's position within the Pay Plan. Compensation for the Governing Body and other officers of the City are as designated in Section 2 of the Pay Plan.

Mayor, Philip Mize

SEAL

ATTEST:

City Clerk, Danielle Young

**SALARY SCHEDULE
CALENDAR YEAR 2021**

RANGE	Rate	MINIMUM	Rate	NORMAL	Rate	MAXIMUM
8	7.25	\$15,080	11.19	\$23,280	13.31	\$27,685
9	10.89	\$22,651	15.30	\$31,820	18.67	\$38,843
10	11.45	\$23,816	16.08	\$33,453	19.06	\$39,645
11	12.02	\$25,002	16.89	\$35,130	20.61	\$42,866
12	13.13	\$27,310	17.75	\$36,918	21.02	\$43,722
13	13.79	\$28,683	18.63	\$38,749	22.06	\$45,885
14	14.42	\$29,994	19.55	\$40,669	23.15	\$48,152
15	15.13	\$31,470	20.55	\$42,743	25.08	\$52,162
16	15.85	\$32,968	21.56	\$44,840	25.53	\$53,102
17	16.62	\$34,570	22.65	\$47,112	27.62	\$57,458
18	17.43	\$36,254	23.79	\$49,474	29.02	\$60,367
19	18.29	\$38,043	25.01	\$52,011	30.49	\$63,413
20	19.19	\$39,915	26.26	\$54,615	31.09	\$64,667
21	19.54	\$40,643	26.73	\$55,608	32.63	\$67,868
22	21.08	\$43,846	28.92	\$60,154	35.27	\$73,368
23	22.12	\$46,010	30.36	\$63,155	37.05	\$77,073
24	23.20	\$48,256	31.90	\$66,352	38.92	\$80,960
25	23.85	\$49,608	33.50	\$69,687	40.88	\$85,028
26	25.56	\$53,165	35.20	\$73,217	42.94	\$89,324
27	26.29	\$54,683	36.93	\$76,814	45.06	\$93,733
28	28.26	\$58,781	40.32	\$83,876	46.46	\$96,637

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

CALENDAR YEAR 2021
GOVERNING BODY, HOURLY, AND CONTRACT EMPLOYEES

MAYOR	\$195.00 per month
CITY COUNCIL MEMBERS	\$165.00 per month
MUNICIPAL JUDGE	\$535.00 per session of court
CITY ATTORNEY	\$190.00 per hour
CITY PROSECUTOR	\$160.00 per hour
FIRE CHIEF	\$565.00 per month

Schedule of Transfers

Expenditure Fund Transferred From:	Receipt Fund Transferred To:	Actual Amount for 2018	Current Amount for 2019	Budgeted Amount for 2020	Proposed Amount for 2020	Transfers Authorized by Statute
General Fund	Capital Improvement	51,000	51,000	51,000	51,000	KSA 12-1, 118
General Fund	Equipment Reserve	50,000	50,000	50,000	50,000	KSA 12-1, 117
Gas	Gas Reserve	20,000	35,000	35,000	15,000	KSA 12-825d
Gas	General	15,000	15,000	15,000	25,000	KSA 12-825d *
Sewer	General	25,000	25,000	25,000	25,000	KSA 12-825d *
Sewer	Sewer Reserve	40,000	40,000	40,000	40,000	KSA 12-825d
Water	Water Reserve	40,000	40,000	40,000	40,000	KSA 12-825d
Water	General	25,000	25,000	25,000	25,000	KSA 12-825d *
Fire	Fire Reserve	60,000	60,000	40,000	30,000	KSA 12-1, 117
Fire	Capital Improvement	0	17,000	0	0	
Street	Capital Improvement	30,000	100,000	10,000	30,000	KSA 68-141g
Street	Equipment Reserve	20,000	0	0		KSA 68-141g
General Fund (Golf)	Capital Improvements		24,551	22,000	24,770	KSA 12-1, 118
General Fund(Parks)	Capital Improvements		43,000		35,000	KSA 12-1, 118
	Totals	376,000	525,551	353,000	390,770	
	Adjustments*					
	Adjusted Totals	376,000	525,551	353,000		



Register of Deeds - Tonya Buckingham
Doc.#/Flm-Pg: 30002063

Item 7)

Receipt #: 2197405
Pages Recorded: 2

Recording Fee: \$38.00

Cashier: leclerk

Authorized By Tonya Buckingham

Date Recorded: 10/29/2020 03:33:13 PM



Amended Boundary Shift

THIS BOUNDARY SHIFT SUPERCEDES AND REPLACES THE BOUNDARY SHIFT RECORDED ON OCTOBER 22, 2020 DOC.#/FLM-PG: 29999983

State of Kansas)
) SS
County of Sedgwick)

Luehrs
August 18, 2020

We, Baughman Company, P.A., Surveyors in aforesaid county and state do hereby certify that, under the supervision of the undersigned, we did on this 18th day of August, 2020, perform a survey of the following:

Parent Parcels:

Parent Parcel A:

Lots 5 and 6, Except the East 60 feet of Lot 6, Block 4, in Blocks 1, 2, 3, and 4, Northboro Addition, Sedgwick County, Kansas.

Parent Parcel B:

The East 60 feet of Lot 6, Block 4, in Blocks 1, 2, 3, and 4, Northboro Addition, Sedgwick County, Kansas.

Boundary Shift Parcel:

The West 10.00 feet of the East 70.00 feet as measured perpendicular to the east line of Lot 6, Block 4, in Blocks 1, 2, 3, and 4, Northboro Addition, Sedgwick County, Kansas.

Boundary Shift Parcel B:

The West 5.50 feet of Lot 7, Block 4, as measured perpendicular to the west line of Lot 7 in said Block 4, in Blocks 1, 2, 3, and 4, Northboro Addition, Sedgwick County, Kansas.

Parcels after Boundary Shift:

Proposed Parcel A:

Lots 5 and 6, Except the East 70.00 feet of said Lot 6, as measured perpendicular to the east line of Lot 6, all in Block 4, in Blocks 1, 2, 3, and 4, Northboro Addition, Sedgwick County, Kansas.

* **Proposed Parcel B:**

The East 70.00 feet of Lot 6, Block 4, as measured perpendicular to the east line of Lot 6, Block 4, in Blocks 1, 2, 3, and 4, Northboro Addition, Sedgwick County, Kansas; TOGETHER with the West 5.50 feet of Lot 7 in said Block 4, as measured perpendicular to the west line of Lot 7 in said Block 4.

Remnant Lot 7:

Lot 7, Block 4, in Blocks 1, 2, 3, and 4, Northboro Addition, Sedgwick County, Kansas; EXCEPT the west 5.50 feet thereof as measured perpendicular to the west line of Lot 7 in said Block 4.

The accompanying sketch is a true and correct exhibit of said survey based on actual field measurements where the monuments are of the character and occupy the positions as indicated.

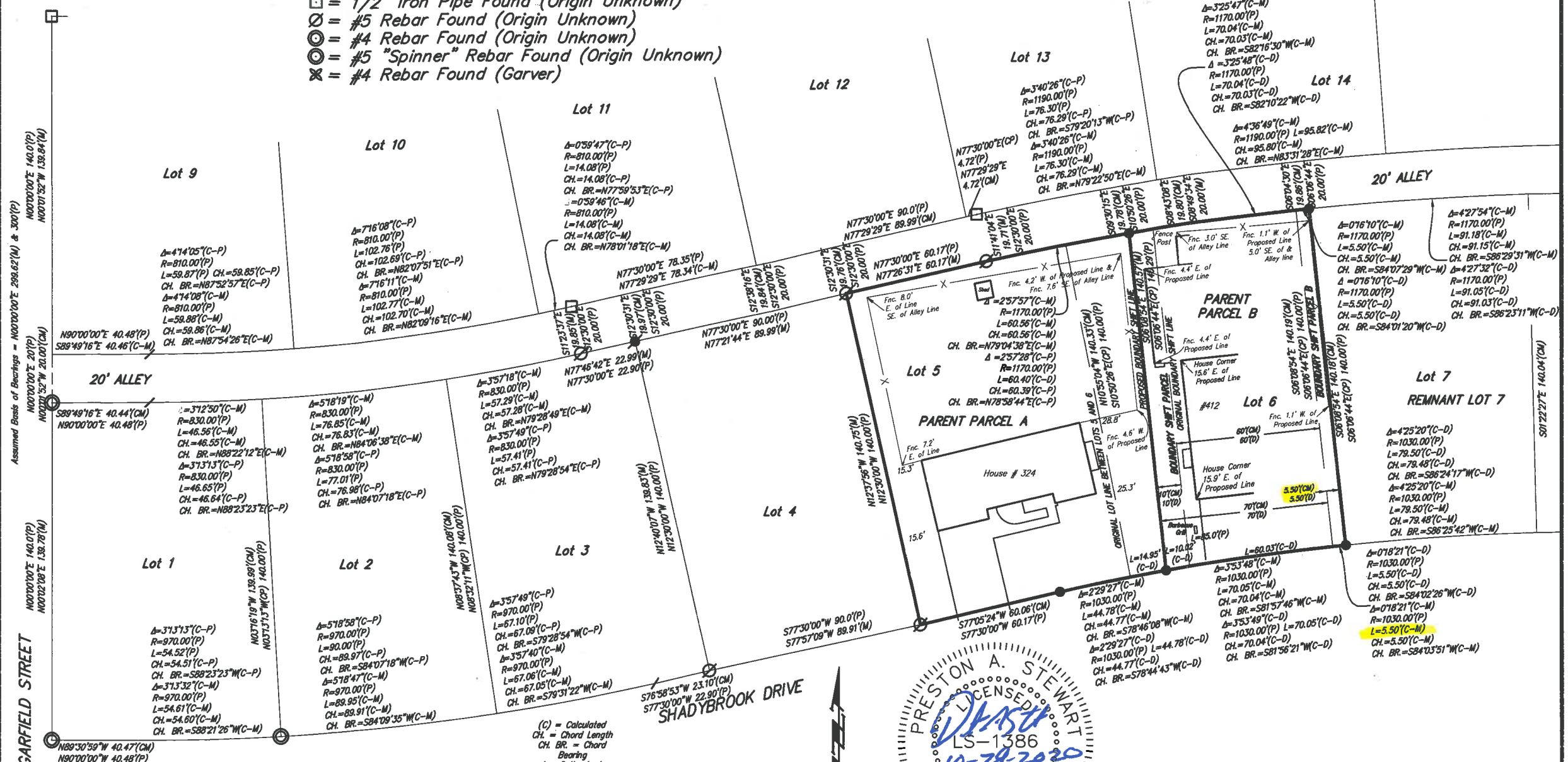


Preston A. Stewart #1386 _____ Date

Page 1 of 2
REG: 10/29/2020 3:33:13 PM
58-20-8148
BAUGHMAN COMPANY
315 Ellis St. Wichita, KS 67211 316-862-7271
BaughmanCo.com

Boundary Shift

- = #4 Baughman Rebar Set
- = 1/2" Iron Pipe Found (Origin Unknown)
- = #5 Rebar Found (Origin Unknown)
- ⊙ = #4 Rebar Found (Origin Unknown)
- ⊗ = #5 "Spinner" Rebar Found (Origin Unknown)
- ⊗ = #4 Rebar Found (Garver)



(C) = Calculated
 CH. = Chord Length
 CH. BR. = Chord Bearing
 Δ = Delta Angle
 D = Degree of Curve
 (D) = Described
 L = Arc Length
 (M) = Measured
 (P) = Platted
 (Pro) = Prorated
 R = Radius



Scale: 1"=50'

F:\Survey\Boundary Surveys\North Boroli\Lots 5, 6-Block 4, 20-06-S140\Drawings\Lots 5, 6-Block 4, 20-06-S140, CAM.dwg

BAUGHMAN COMPANY
 315 Ellis St. Wichita, KS 67211 316-262-7271
 BaughmanCo.com

PORTABLE STORAGE UNIT PERMIT

DATE: 12-F-2020 PERMIT # _____

BUSINESS NAME: Jones Stucky

APPLICANT ADDRESS: 204 E 4th Ave Cheney

CONTACT NAME & NUMBER: 620-532-6246

LOCATION OF UNIT: (ATTACH MAP WITH DRAWING & MEASUREMENTS)

117 N Jefferson

SIZE: 8'x 40' LENGTH OF USE: _____ MORE THAN 6 MONTHS Y / N

COLOR OF CONTAINER: will paint white

COLOR OF BUILDING EXTERIOR: white fence

SURFACE TYPE: concrete pad SECURED/TIED DOWN BY: concrete anchors

20' FROM RESIDENTIAL PROPERTY: Y / N 180'

SCREENING MECHANISM: none

WILL UNITS BE STACKED: Y / N UTILITIES: Y / N TYPE: power - lights

WHAT WILL BE STORED IN CONTAINER: parts

APPLICANT SIGNATURE: J Stucky

PERMIT FEE: \$50 PD:

APPROVED / DENIED DATE OF APPROVAL/DENIAL: _____



Map data ©2020, Map data ©2020 20 ft

Cheney, Kansas. Such conditions may include, but not be limited to, the following:

- (1) All signage on the Portable Storage Unit shall be removed and the container shall be painted an earth tone color or a color of siding material compatible with the surrounding environment or adjacent structures. The painting or siding shall be completed within 60 days of the placement of the Portable Storage Unit;
- (2) The Portable Storage Unit shall be safe, structurally sound, in good repair and be placed on a stable surface. Any Portable Storage Unit that becomes unsafe, unstable or dangerous, as determined by the City, shall be removed or repaired immediately by the property owner. All Portable Storage Unit intended to be placed for more than six (6) months shall be secured and/or tied down to a stable surface;
- (3) Portable Storage Units shall not be stored in a manner that impedes access to public rights-of-way, public utilities, drainage easements, adjacent structures or buildings;
- (4) Materials stored in Portable Storage Units shall only include items normally associated with the primary business use of the commercial or industrial property upon which the Portable Storage Unit is placed;
- (5) Portable Storage Units shall be placed in conformance with the required side yard, rear yard and front yard setbacks applicable to the property upon which they are placed. At no time, though, shall a Portable Storage Unit be placed in the front yard of a property between the main structure on the property and a public street;
- (6) Portable Storage Units shall be set back a minimum of twenty (20) feet from abutting properties that are zoned for residential or multiple family purposes;
- (7) All Portable Storage Units shall be adequately screened, in accordance with requirements established by the governing body of the City of Cheney, Kansas in a Portable Storage Unit permit issued for the property upon which they are placed;
- (8) Stacking of Portable Storage Units is prohibited. No Portable Storage Unit may be utilized as a rental unit or be leased to anyone other than the property owner or property lessee of the existing onsite business enterprise where the Portable Storage Unit is placed;
- (9) Portable Storage Units shall not be connected to utility services, with the exception of electricity, nor shall any other utility service be utilized within a Portable Storage Unit."

Section 3. Effective Date.



300 SW 8th Avenue Item 10
Topeka, KS 66603-3951
P: (785) 354-9565
F: (785) 354-4186
www.lkm.org

December 1, 2020

Dear City Official,

The mission of the League of Kansas Municipalities is to strengthen and advocate for the interests of the cities of Kansas. Our long-standing association provides our member cities and counties with a unified voice in matters of local government. We are honored so many cities and counties agree there is immense value in belonging to the League. City participation in the League is critical to our success as an advocate for municipal interests. As a part of membership, the League offers a variety of services and resources for your city.

Enclosed please find the dues billing for your League membership. This represents the dues required of your city for 2021. As in 2020, a member city's dues are built on a per capita charge, an assessed valuation charge, and a base fee. Your city's dues will fluctuate based on population and valuation changes in your city.

This year, our member cities engaged and utilized the League's services and expertise more than ever. With the COVID-19 pandemic, we quickly set up conference calls in March to guide municipal officials through the urgent and ever-changing issues. We transitioned our conference calls to a weekly YouTube live recording that has been well-received and appreciated by our members. We plan on keeping these weekly live recordings going because we have found that members like having our team pull together the most recent information available and having key issues discussed based on how the information affects local governments. Additionally, we held our first virtual Annual Conference in October with over 300 members attending. We received a lot of good feedback from members that the conference virtual platform worked well and our content was relevant, timely, and thought-provoking. It is moments like this that make us proud to serve our cities and know we are addressing your needs.

The League's legal services are a core benefit of cities' membership. The League attorneys help answer member questions throughout the year on a wide array of topics related to local government such as guidance on new laws and administrative rules, publications, personal and contract services, and acts as a resource for cities. In the past year the legal staff has handled over 2,300 legal inquiries.

The League's Legislative Staff will utilize our *2021 Statement of Municipal Policy*, when working with legislators during the 2021 session. This document is updated each year to reflect the League members' advocacy goals and agenda for the upcoming legislative session. During the legislative session the League fields a staff of six to represent cities at the statehouse in Topeka and promotes home rule, effective public policy and the value of local control. During the 2020 session, League staff testified 83 times on 81 bills before the legislature and reviewed every one of the 580+ bills introduced in order to see if they affected cities. Some of the topics this testimony impacted included the property tax lid, cable strand mounts, extraterritorial zoning, special district consolidation, emergency management and COVID-19 liability protections. We will continue to work on

preservation of home rule, repeal or modifications to the tax lid, internet sales tax collection and mental health issues. The *2021 Statement of Municipal Policy* is included with this letter.

League staff also provides training and education for elected officials and city employees through conferences, the Municipal Training Institute, webinars and workshops. The Municipal Training Institute is a continuing education program designed for, and open to both, elected and appointed city officials. Attendees gain specialized instruction to develop their knowledge and enhance the leadership abilities of those who serve the cities and counties of Kansas. In 2020, we moved our classes virtual when the pandemic began; we will keep a virtual format until it is safe to meet in-person again. We will soon announce our Municipal Training Institute classes for 2021 online at www.lkm.org/mti.

Each year the League produces many publications specialized for cities to provide up-to-date information and keep our members aware of the changing municipal environment. A full list of our publications can be found online at www.lkm.org/store. The League also produces the *Kansas Government Journal* which is the only statewide publication designed specifically for city, county and state government officials.

Did you know the League Website has a Career Center? The League website is the go-to place for municipal classified job postings. These positions are posted by cities, counties, employment recruiters and others. When your city has an open position, look to our Career Center to post an advertisement.

Also enclosed you will find the *2021 League Member Services Brochure*, which outlines all of the key League services available to you as a League member city and, more importantly, what services you may not know we provide. City officials also have access to our website with up to date resources for members only. We would urge you to review this services brochure so that your city can take advantage of these services, and to always let us know how we can improve or make suggestions of services the League should be considering.

It is always a pleasure to be able to serve the cities and counties of Kansas, and to work with you to ensure the very best environment possible for the citizens we all serve. Please take a few moments and read through the enclosed information and should you ever have any questions or comments concerning your dues, please feel free to contact me directly at esartorius@lkm.org, or Rynae Redd, Finance and Human Resources Manager, at rredd@lkm.org.

On behalf of the Governing Body and all of us at the League, thank you for your participation. We value you standing with the other cities and counties of Kansas. We look forward to many more years of this mutually beneficial partnership.

Sincerely,



Erik Sartorius
Executive Director

CHENEY POLICE DEPARTMENT

November 2020

MONTHLY REPORT

CALLS FOR POLICE SERVICE HANDLED:

TOTAL- 290/9.7 Previous Month- 307

VEHICLE ACCIDENTS INVESTIGATED:

Non injury- 2

Injury- 0

TOTAL- 2

TRAFFIC INVESTIGATIONS:

DUI & Other- 0

TOTAL- 0

WARNINGS ISSUED:

Speeding- 12

Defective Equipment- 12

Headlamps Required- 8

Drove Left of Center- 2

Vehicle Registration Violation- 2

Disobeyed Stop Sign- 1

TOTAL- 37

NOTICE TO APPEARS ISSUED:

Expired Vehicle Registration- 5

No Valid Driver's License- 1

Speeding- 8

Driving While License Suspended- 3

MIP Tobacco- 1

Illegal Registration- 2

No Insurance- 3

Junk Vehicle on Private Property- 1

No Vehicle Insurance- 2

Criminal Trespass- 1

Criminal Damage- 1

Interference with Law Enforcement Officer- 1

TOTAL- 25

CRIMINAL CASES INVESTIGATED

Warrant Arrest- 1

Possession of Tobacco- 1

Fraud/ID Theft- 1

Counterfeit US Currency- 1

Driving While License Suspended & other- 3

Domestic/Civil Case- 1

Theft/Criminal Damage- 1

Criminal Threat- 1

Theft- 4

Criminal Damage/Trespass & other- 1

Possession of Marijuana- 1

Burglary- 2

Criminal Damage to Property- 1

Total- 19

CASES CLEARED- 10

PATROL CAR STATISTICS:

Unit #1-(2020 Chevy)

Beginning Odometer-1,517

Ending Odometer- 1,861

TOTAL- 344

Unit #2- (2020 Chevy)

Beginning Odometer- 6,313

Ending Odometer- 7,061

TOTAL- 748

Unit #3- (2018 Ford)

Beginning Odometer- 43,822

Ending Odometer- 46,787

TOTAL- 2,965**TOTAL MILES DRIVEN- 4,057****TOTAL GALLONS OF FUEL- 450.72****AVERAGE MILES PER GALLON- 9.0**

CHENEY POLICE MONTHLY OVERVIEW**NOVEMBER 6- CHIEF WINTER TAUGHT DARE AT CHENEY ES****NOVEMBER 6- SGT THREADGILL ATTENDED DL HEARING FOR DUI ARREST****NOVEMBER 6- OFFICER SCHELL ATTENDED DL HEARING FOR DUI ARREST****NOVEMBER 10- SGT THREADGILL READ AT CHENEY ES****NOVEMBER 10- SGT MARTINEZ & CHIEF WINTER ATTENDED CHAMBER MTG****NOVEMBER 10- CHIEF WINTER ATTENDED TELECONFERENCE WITH CHIEF RAMSAY, WICHITA PD****NOVEMBER 11- SGT THREADGILL READ AT ES****NOVEMBER 12- SGT THREADGILL READ AT ES****NOVEMBER 12- CHIEF WINTER ATTENDED TELECONFERENCE WITH KSJOA BOARD****NOVEMBER 12- CHIEF WINTER ATTENDED CITY COUNCIL MTG****NOVEMBER 13- DARE CANCELLED****NOVEMBER 14- SGT MARTINEZ WORKED WEDDING SECURITY AT WHITE BARN****NOVEMBER 16- DUI AWARENESS MTG WITH DUI IMPACT CENTER @ CHENEY PD****NOVEMBER 18- OFFICERS BECKER & SATTERLEE ATTENDED/WORKED CITY COURT****NOVEMBER 19- CHIEF WINTER ATTENDED ZOOM MTG WITH HOMELAND SECURITY COUNCIL****NOVEMBER 19- SGT THREADGILL, SGT MARTINEZ AND CHIEF WINTER ATTENDED ZOOM MTG WITH TYLER TECHNOLOGIES****NOVEMBER 20- DARE CANCELLED****NOVEMBER 25- NO SCHOOL****NOVEMBER 26- NO SCHOOL****NOVEMBER 27- NO SCHOOL**

NOVEMBER 30- NO SCHOOL

**CHENEY MUNICIPAL COURT
NOVEMBER 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:		11	
NUMBER OF TICKETS BY CHENEY #1	0	NUMBER OF TICKETS BY CHENEY #2	1
NUMBER OF TICKETS BY CHENEY #3	1	NUMBER OF TICKETS BY CHENEY #4	1
NUMBER OF TICKETS BY CHENEY #5	8	NUMBER OF TICKETS BY CHENEY #6	0
NUMBER OF TICKETS BY CHENEY #7	0	NUMBER OF TICKETS BY CHENEY #8	0
NUMBER OF TICKETS BY CHENEY #10	0	NUMBER OF TICKETS BY CHENEY #11	0
NUMBER OF TICKETS BY CHENEY #12	0		
NUMBER OF ARRAIGNMENTS ON DOCKET:	15	NUMBER OF CONTINUED/REVIEWS ON DOCKET:	20
CONTINUED	5	CONTINUED	12
DISMISSED	2	SENTENCED	1
PAID	1	DISMISSED	0
FAIL TO APPEAR	3	PAID OR PMT MADE	6
WARRANT ISSUED	0	DRIVERS LICENSE SUSPENDED	0
SET FOR TRIAL	0	WARRANT ISSUED	1
SENTENCED	5	SET FOR TRIAL	0
		SENT FOR COLLECITON	0
NUMBER OF TRIALS			0
NUMBER OF PSI/PDS'S ORDERED			1
MONEY PAID TO CSO FOR PSI, UA'S			\$0.00
AMOUNT OF FINES SET COURT NIGHT			\$1,090.00
AMOUNT OF FINES COLLECTED FOR MONTH			\$1,382.00
AMOUNT OF FINES OUTSTANDING CURRENTLY			\$11,337.13
AMOUNT IN COLLECTIONS			\$19,297.72
COURT APPOINTED ATTORNEY FEES			\$0.00
INTERLINGUAL SERVICES			\$0.00

**CHENEY FIRE DEPARTMENT
NOVEMBER, 2020**

We Had 5 Fire Runs and 15 EMS Runs, Totaling 20 Runs for This Month.

Fire Runs

11/05/2020
11/14/2020
11/17/2020
11/18/2020
11/30/2020

Type of Incident

DITCH FIRE
MUTUAL AID HARVEY COUNTY FIRE
GRASS FIRES – COULD NOT FIND
DISREGARDED
10-48

EMS Runs

11/01/2020
11/03/2020
11/04/2020
11/05/2020
11/05/2020
11/05/2020
11/05/2020
11/10/2020
11/11/2020
11/12/2020
11/13/2020
11/19/2020
11/20/2020
11/23/2020
11/29/2020

Type of EMS

FALL
CHEST PAINS
SEIZURE PT
SICK PERSON
NO PT
FALL
DIFFICULTY BREATHING
SEIZURE PT
FALL
DIFFICULTY BREATHING
FALL
CHEST PAIN
CHEST PAIN
FALL – COVID PT
PT TRANSFER

MAINTENANCE REPORT

December 2020

The Christmas display has been set up at Veteran's Park. There were some issues with one of the electronic boards but the issues were resolved.

Wreaths were hung on Main Street.

The Art display panels were installed just South of Dr. Gould's building.

Water lines were winterized at the Pavilion & Clubhouse irrigation system.

5 non working gas meters needed changed out.

Gas Leak Survey was completed using the Remote Methane laser Detection unit from KMGA. The unit worked very well & made the task much easier.

All bathrooms updated for COVID protection.

Prepped equipment for snow removal.

Requesting to purchase (1) Aqua-Tap Pro-2 Tapping Kit (**\$3195.00**) to replace old tapping machine. This kit will allow us to tap any kind of material used in water/wastewater applications.

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)			7648	\$ 27,607.31	\$3.6100	7,645	\$ 54,398.80	708	\$ 30,329.27	3,860	83	\$ 24,069.53	3,785	\$ 26,791.49
DEC (So.Mtr)						0	\$ -							\$ -
TOTAL	0	0.00	66,955	\$ 187,493.05	0.00	68,360	\$ 449,567.44	713.91	\$ 267,423.14	36,291	82.73	\$ 182,144.30	32,069	\$ 262,074.39

JAN 504+
 FEB 368+
 MARCH 348+
 APRIL 16-
 MAY 278+
 JUNE 26+
 JULY 13-
 AUG 24+
 SEPT 62-
 OCT 49-
 NOV 3-
 DEC
 TOTAL 1405+

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	5,721,400	\$ 61,505.82	777	\$24,349.35	3,992,200	90	\$ 5,686.66	1,729,200	\$31,469.81	5,652,000	-69,400	-1%	0
DECEMBER	0	\$ -									0	#DIV/0!	0
TOTAL-AVG.	75,503,190	\$690,783.30	776.00	\$288,551.79	52,759,790	89.18	\$56,190.17	22,743,400	\$346,041.34	77,981,000	2,477,810	3%	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 -
- November -
- December -

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	\$10,227.66
DEC	809	\$0.00	\$14,112.75	
TOTALS	802.6666667	\$75.00	\$167,956.50	\$111,270.90

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

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



Golf Report December 2020

Good weather equals more good numbers...

Rounds Report

<u>Year</u>	<u>November</u>	<u>Year to Date</u>
2020	1,206	22,784
2019	788	16,558
2018	653	17,184
2017	856	17,291

Revenue Report

<u>Year</u>	<u>November</u>	<u>Year to Date</u>
2020	\$29,725.52	\$731,223.46
2019	\$18,390.96	\$531,262.64
2018	\$12,381.32	\$491,431.77
2017	\$16,767.60	\$484,400.19

Best Ever Year End Totals Prior to 2020:

2011	18,337	2019	\$545,035.43
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Looking Ahead:

The carts have been delayed again; we are now expecting delivery mid to late December.

Kevin Fowler

Director of Golf

Administrator/Clerk Report December 2020

INSURANCE RENEWALS

Employee health care coverage begins February 1 of each year. Renewal rates for insurance had an overall decrease of 3.45%. In 2020 they increased 5.59%. In 2019 our rates decreased 8.34%, 2018 our rates increased 12.45% and decreased by 3.08% in 2017. Our 2021 Health Insurance decrease is a combination of 3.5% increase from the BCBS Pool and a 7.2% decrease in the employee gender/age/utilization. Again, we did not have an increase from utilization and I believe our Wellness Program plays a part in this. Therefore, we recommend staying with the Blue Cross/Blue Shield, Blue Choice Comprehensive Plan for 2021.

SALARY SCHEDULE

Each December the Salary schedule is presented for adoption for the upcoming year. This year, Section 1 of the 2021 salary schedule was not adjusted since it had a 3% adjustment last year for the normal and maximum rates. Section 2 shows an increase. This schedule is reviewed and adjusted each year.

YEAR-END TRANSFERS

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

COVID

The City submitted a total of \$54,699.64 in COVID related expenses to Sedgwick County for reimbursement of CARES funding. \$45,326.20 were expenses paid to Vendors and \$9373.44 were wages associated to COVID.

PUBLIC HEARING

The Planning Commission will hold a Public Hearing the first week of January regarding a Special Use Permit for Brent and Julie Peintner. They wish to build a 30' x 56' shed on a lot they own at 825 N Sunset. Their house sits to the west of this lot at 325 Evergreen Ct, but they cannot merge the lots due to the 20' alley in between. If approved, the Special Use Permit would allow them to build the shed and the permit would be filed stating the shed is an accessory use structure to their dwelling and cannot be sold separately. The Planning Commission's decision will come to the Council for consideration in January.

YEAR END CLERK DUTIES:

KPERS payroll dates for 2020 were verified.

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

The 2021 Township Funding for fire coverage was calculated and invoices were sent.

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

Employees were given Cafeteria Plan documents for 2021.

PAST DUES:

There were 97 past due notices sent on 11/18/2020. (134 in 2019 and 2018, 125 past dues in 2017, 153 past dues in 2016) and there were 7 shut-offs done 12/1/2020.

MONTHLY DUTIES:

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

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

Year in Review-

Switched to Black Hills for Natural Gas Supplier

Gas meter MIUs from Zenner were finally operational in January!

Increased sidewalk grant from half of cost to two-thirds of cost, up to \$750.

Purchased 2020 Chevy Tahoe for Police Department and then purchased another 2020 Tahoe to replace totaled 2019 Tahoe

Purchased new Driving Range Mats, Topdresser, and Jacobsen mower for Golf Course and leased 50 new Yamaha carts

Purchased 2013/2019 Freightliner Pumper Tanker and 12 new SCBAs

Purchased 424 E Shadybrook Dr and removed a dilapidated mobile home for future street easement

Switched Credit Card Processor for City Hall- saving residents money that pay with a card

Replaced windows/siding on 2nd story of City Hall

Worked with St. Rose Catholic Church on tying into City's water line

Moved into the next round for WAMPO Funding for Santa Fe- (but were eventually denied the grant)

South Main- had a culvert installed along MacArthur and started an additional South Parking Lot. Added a culvert to the drainage channel to give access to ballfields from the west. Approved a Backstop for the 4th ballfield and did dirt work for the in-field and to shift the ballfield north. Purchased guardrails to line parking lot area. Applied for a grant for multi-use fields/basketball courts/water line/sidewalk.

Awarded Traffic Study Grant by KDOT- to determine proper placement for sidewalk on South Main.

Awarded \$4,000 K-State Fire Grant to purchase wildland gear

Awarded COPS grant for \$125,000 to place SRO in Schools and hired 6th full-time police officer

Awarded KCAIC grant for \$10,000 for Art Display on Main Street

Approved lease agreement with Verizon to install antennas on water tower

Approved Franchise Agreement with Ideatek

Remodeled Senior Center with the help from the FFA

Sold 2 lots (plus got quit claim deeds on two other lots) at the Back 9 for new homes to be built

Hired Consultant and held a committee meeting to develop a concept design for a new Swimming Pool

Worked with Sedgwick County regarding a Rapid Response Vehicle (to arrive any day).

New Christmas Lights on Main Street

Implemented E-agenda Software, Electronic Agenda Packets, Online Document Library and Online Codes

Created and sold "Cheney" Apparel for Business grants during COVID-19

Council toured various City Facilities

Work with Developer on Bison Ridge Housing Development

Departments continually changed operations and dealt with the various challenged COVID-19 presented

**GOVERNMENT ENFORCEMENT SERVICES AGREEMENT
FOR SEDGWICK COUNTY HEALTH OFFICER ORDERS
by and between:**

**SEDGWICK COUNTY, KANSAS
and**



This Agreement made and entered into this [redacted] day of [redacted], 2020, by and between Sedgwick County, Kansas (“County”) and [redacted] (“City”).

WITNESSETH:

WHEREAS, County and City are desirous of protecting the health and safety of their citizens; and

WHEREAS, the Local Health Officer is appointed by Sedgwick County pursuant to K.S.A. 65-201 and, is directed and authorized by a number of statutes to take action to prevent the spread of any infectious, contagious, or communicable disease; and

WHEREAS, in furtherance of this objective, the Sedgwick County Local Health Officer may issue orders and such orders may also be amended by the Board of County Commissioners (such orders and amended orders collectively referred to as “Health Orders”); and

WHEREAS, County adopted Resolution No. 154-2020 on November 10, 2020, establishing noncompliance with a Health Order, or a Health Order amended by the Board of County Commissioners pursuant to K.S.A. 65-201 or K.S.A. 65-202, as a violation punishable under the Sedgwick County Code; 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. Noncompliance with Health Orders may be prosecuted pursuant to Sec. 8-1, et. seq., of the Sedgwick County Code; and

WHEREAS, Resolution No. 154-2020 is effective within all of the unincorporated areas of Sedgwick County, Kansas, and any cities whose governing bodies have agreed to contract with the County for such services; and

WHEREAS, County and City are authorized to enter into an agreement for services pursuant to K.S.A. 12-2908, and this agreement shall not be regarded as an interlocal agreement under the provisions of K.S.A. 12-2901, et seq.; and

WHEREAS, County and City deem it in the interest of public health and safety to enforce Resolution No. 154-2020 within the corporate city limits of City.

NOW, THEREFORE, in consideration of the mutual promises and covenants recited herein, the parties do agree as follows:

1. The County shall provide enforcement of Health Orders within the city limits of City, pursuant to Resolution No. 154-2020.
2. All expenses necessary to the operation of said enforcement shall be paid and provided for by the County. Notwithstanding the foregoing, nothing in this Agreement shall be construed so as to require County to pay for any of City's expenses incurred during any investigation, prosecution, or assistance in enforcement of the Health Orders.
3. The County and City shall each designate a liaison as the point of contact under this Agreement.
4. By entering into this Agreement, the governing body of the City has consented to the County exercising local legislation and administration, regarding the enforcement of Health Orders within the corporate limits of the City, such that this Agreement does not infringe upon the City's home rule powers, pursuant to Article 12, Section 5 of the Kansas Constitution and K.S.A. 19-101a(4).
5. The City's governing body is required to take formal action to adopt and incorporate Resolution No. 154-2020 within the City's corporate boundaries.
6. The City consents to the County's jurisdiction to prosecute violations of the Health Orders that occur within the City's corporate boundaries in the Sedgwick County Court, pursuant to Sec. 8-1, et seq., of the Sedgwick County Code. The City shall defer all prosecutorial decisions to the County and fines collected as a result of said prosecutorial efforts shall be retained by the County. The City shall make no claim or demand for any portion of any fines collected by the County as a result of enforcement activity within the corporate boundaries of the City.
7. The City agrees to aid County in reporting, investigating, and testifying as to the noncompliance of Health Orders. Prior to County filing any cases for alleged violations occurring within City's city limits, City shall provide the designated liaison with any evidence and reports procured or prepared in response to the alleged violations. At such time, County shall be permitted to use and preserve the evidence and reports pursuant to County policies and discretion. In recognition of the varying circumstances that may occur on these matters, the City and County may enter into separate related agreements or memoranda of understanding. Also, the City and County may confer to arrive at other informal written or unwritten approaches to determine processes to coordinate with one another to effectuate this Agreement.

8. The following terms and conditions shall cover how the parties will handle records matters that are likely to arise within this Agreement:

- A. City shall be responsible for responding to Kansas Open Records Act (“KORA”) requests received by City. County shall be responsible for responding to KORA requests received by County.
- B. If the County files a uniform complaint and notice to appear in County Court and a defendant or a defendant’s legal counsel completes a discovery request, then County is ultimately responsible for completing the discovery request response, but shall require assistance from City to ensure that all documents responsive to the discovery request could be provided in a timely fashion. County would gather any documents County would possess that may be responsive to the request pursuant to state law, which may include but not be limited to records generated by City. In addition, County would also contact City to request that City provide County any and all records that may be responsive to the discovery request, which would also include any potentially exculpatory evidence. City would expeditiously locate such records and would not unreasonably withhold any such records, but would instead provide the documents as soon as practicable. County would then deliver the records responsive to the discovery request to the defendant or the defendant’s legal counsel.

9. Either party to this Agreement shall have the right to terminate this Agreement upon notice to the other as set forth hereinafter. Written notice of termination issued on lawful authority of the terminating party shall be given in writing and termination shall become effective upon the non-terminating party’s receipt of such notice of termination. Notice shall be sent to:

COUNTY: Sedgwick County
 Attn: Sedgwick County Health
 Director
 1900 E. 9th Street North
 Wichita, KS 67214

and

County Counselor's Office
 Attn: Contract Notification
 Sedgwick County Courthouse
 525 N. Main, Suite #359
 Wichita, KS 67203

CITY: City of _____
Attn: _____
Address: _____

10. To the fullest extent of the law, the City shall defend, indemnify and hold harmless the County and its elected and appointed officials, officers, managers, members, employees and agents, from any and all claims brought by any third-party person or entity whatsoever, arising from any act, error, or omission of City in connection with City's performance of this Agreement or any other agreements between the City and the County entered into by reason of this Agreement. City shall defend, indemnify and hold harmless County and its elected and appointed officials, officers, managers, members, employees and agents, with respect to any third-party claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of City, its subcontractors, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs, and reasonable attorney's fees.
11. To the fullest extent of the law, the County shall defend, indemnify and hold harmless the City and its elected and appointed officials, officers, managers, members, employees and agents, from any and all claims brought by any third-party person or entity whatsoever, arising from any act, error, or omission of County in connection with County's performance of this Agreement or any other agreements between the City and the County entered into by reason of this Agreement. County shall defend, indemnify and hold harmless City and its elected and appointed officials, officers, managers, members, employees and agents, with respect to any third-party claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of County, its subcontractors, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs, and reasonable attorney's fees.
12. The right of the County to enter into this Agreement is subject to the provisions of the cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. This Agreement contains the entire agreement between the parties relating to the subject matter hereto. No amendment, waiver or modification of this Agreement

shall be effective unless reduced to writing and signed by the authorized officers of each of the parties hereto, except to the extent this Agreement would authorize supplemental documents in conjunction with this Agreement, as described within Section 7 of this Agreement.

- 14. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.
- 15. This Agreement shall become effective upon signature of approval of both parties and upon compliance of City with the provisions indicated within Section 5 of this Agreement, and shall continue in force and effect until terminated by either party as provided in Section 9 of this Agreement.
- 16. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

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

SEDGWICK COUNTY, KANSAS

CITY OF _____

PETER F. MEITZNER, Chairman
Commissioner, First District

Name
Title

APPROVED AS TO FORM:

KIRK W. SPONSEL
Assistant County Counselor

ATTESTED TO:

KELLY B. ARNOLD
County Clerk