

CITY OF CHERRYVALE

**MEETING OF THE CITY COUNCIL
REGULAR MEETING
OCTOBER 18, 2010
7:00 p.m.**

Working for a better tomorrow... today.

ORDER OF BUSINESS

CALL MEETING TO ORDER

INVOCATION: Council Member Randy Wagoner

PLEDGE OF ALLEGIANCE

ROLL CALL

CONSIDERATION OF MINUTES:

[Regular Meeting, October 4, 2010](#)

PUBLIC FORUM

GOVERNING BODY COMMENTS

Mayor John Wright
Council Member Chad Wickham
Council Member Kevin Crain
Council Member Randy Wagoner
Council Member Lew Forman, Jr.

NEW BUSINESS

A. [VETERANS DAY EVENT](#)

Presented by Ryon Knop, Kansas National Guard

RECOMMENDED ACTION: Approve requests.

B. [CHERRYVALE COMMUNITY CENTER FACILITY USE AGREEMENTS](#)

Presented by Becky Swain, Asst. City Administrator/City Clerk

RECOMMENDED ACTION: Authorize City Administrator to sign facility use agreements with USD 447 and the Cherryvale Recreation Commission.

C. [ORDINANCE NO. 10-4598: ANNEXATION OF S. LIBERTY STREET PROPERTY](#)

Presented by Becky Swain, Asst. City Administrator/City Clerk

RECOMMENDED ACTION: Adopt Ordinance No. 10-4598.

CONSENT AGENDA

Presented by John Wright, Mayor.

- 1. Appropriations Ordinance No. 10-1015 \$84,139.40
 - a. Approval of Purchases over \$5,000

i. Allied Waste Services	\$9,576.77
ii. KS Employment Security Fund	\$5,958.62
iii. O'Brien Ready Mix	\$5,423.75
iv. Card Services (Monthly P-Card Statement)	\$8,837.71
2. Tri-Star Utilities, Inc. Park West Subdivision, Pay Request # 2 KHRC Housing Infrastructure Grant	\$108,837.25
3. TranSystems (Parkwest Subdivision – KHRC Grant)	\$8,695.00

RECOMMENDED ACTION: Approve consent agenda as presented.

INFORMATIONAL ITEMS

1. 2011 Kan-Step Grant Application
2. Final Assessed Valuation & Mill Levy
3. Main Street Mill & Overlay Project
4. 10th Street Traffic Control
5. Halloween Trick-or-Treating

ADJOURNMENT

Cherryvale City Council Meeting
October 4, 2010, 7:00 p.m.

CITY OF CHERRYVALE

MEETING OF THE CITY COUNCIL REGULAR MEETING OCTOBER 4, 2010 7:00 p.m.

Working for a better tomorrow... today.

CALL MEETING TO ORDER

Mayor Wright called the meeting to order.

Present: Mayor John Wright, Council President Chad Wickham, Council Member Kevin Crain, Council Member Randy Wagoner, Council Member Lew Forman, Jr., City Administrator Greg McDanel, Assistant City Administrator/City Clerk Becky Swain, Wayne Hallowell, Brad Eilts, Todd & Brandy Kessler, Andy Taylor, and Greg Lower.

INVOCATION

Council Member Wagoner gave the invocation.

PLEDGE OF ALLEGIANCE

Everyone present participated in the Pledge of Allegiance.

ROLL CALL

City Clerk Becky Swain called roll and all members were present.

NEW BUSINESS

A. RESOLUTION NO. 10-15: COMMUNITY DEVELOPMENT BLOCK GRANT PROCUREMENT PROCEDURES & CODE OF ETHICS

Presented by Greg McDanel, City Administrator

RECOMMENDED ACTION: Adopt Resolution No. 10-15 and Code of Ethics.

Council President Wickham made a motion to adopt Resolution No. 10-15 and the Code of Ethics; seconded by Council Member Crain. All votes aye.

B. RESOLUTION NO. 10-16: SUPPORT OF KDOT T-WORKS PROJECTS

Presented by Greg McDanel, City Administrator

RECOMMENDED ACTION: Adopt Resolution No. 10-16.

Council Member Wagoner made a motion to adopt Resolution No. 10-16; seconded by Council President Wickham. Council Member Crain abstained from the vote. The motion passed with three aye votes and one abstention.

C. KHRC HOME GRANT REHAB BIDS FOR 912 E. 3RD, 422 W. MAIN & 315 E. 5TH STREET

Presented by Greg McDanel, City Administrator

RECOMMENDED ACTION: Follow the Housing Board recommendation and accept the bids as presented for each project.

Cherryvale City Council Meeting
October 4, 2010, 7:00 p.m.

Council Member Wagoner made a motion to accept the recommended bids; seconded by Council Member Forman. All votes aye.

D. CONSENT AGENDA

Presented by John Wright, Mayor

RECOMMENDED ACTION: Approve the consent agenda.

- | | |
|---|--------------|
| 1. Special Meeting Minutes – September 20, 2010 | |
| 2. Appropriations Ord. No. 10-1001 | \$106,410.14 |
| a. Approval of Purchases over \$5,000 | |
| i. Public Wholesale Water Supply Dist. #4 | \$25,824.00 |
| ii. Terracon | \$11,192.90 |
| iii. TranSystems (Parkwest Engineering) | \$6,587.20 |
| 3. Public Wholesale Water Supply District # 4 | \$25,824.00 |

Council Member Crain made a motion to adopt the consent agenda as presented; seconded by Council Member Wickham. All votes aye.

INFORMATIONAL ITEMS

1. ICMA Conference & October 18, 2010 Council Meeting
2. 2011 Kan-Step Grant Public Meeting
3. 2010 Main Street Mill & Overlay
4. Watco Switchyard Project
5. Tour of Public Wholesale Water Supply District #4 Facility

EXECUTIVE SESSION

1. To Discuss Matters of Attorney Client Privilege

At 7:28 p.m., Council President Wickham made a motion to go into executive session to discuss matters of attorney client privilege with the Governing Body, City Administrator, City Clerk, and city Attorney for 30 minutes; seconded by Council Member Crain. All votes aye.

Mayor Wright declared the meeting back in regular session at 7:56 p.m.

Council Member Wagoner made a motion to terminate the 2009/2010 Waterline Project Contract with Jake Houck Construction; seconded by Council Member Crain. All votes aye.

Cherryvale City Council Meeting

October 4, 2010, 7:00 p.m.

ADJOURNMENT TO WORK SESSION

Council Member Wagoner made a motion to adjourn to the work session; seconded by Council Member Crain.

Respectfully Submitted,

City Clerk

CITY COUNCIL ACTION REPORT

Proposed Agenda Date: October 18, 2010

Subject: Cherryvale Community Center Facility Use Agreements

Guest: None

Background: The City of Cherryvale has taken ownership of the former National Guard armory building, now known as the Cherryvale Community Center, and is seeking funding for renovation of the facility. In the meantime, the City would like to ensure that the facility's use is maximized in the community. The City has negotiated agreements with the USD#447 and the Cherryvale Recreation Commission to use sections of the facility for sports/recreation purposes.

The agreement with USD #447 will allow the Cherryvale Wrestling Program to move practices and operations to the south section of the community center. The program will operate after school on weekdays and on Saturday mornings. USD#447 will be responsible for cleaning and maintenance of the area used and will contribute \$200.00 per month toward utilities.

The agreement with the Cherryvale Recreation Commission will allow basketball as well as other recreational practices to operate in the north section at the community center. The CRC will be required to schedule practices in advance with city staff to allow the north half to remain available for community event rentals. The CRC will be responsible for cleaning and maintenance of their section and contribute \$200.000 per month toward utilities.

Both agreements will free up additional facility space within the community, decreasing the need for late night sports practices. The agreements also allow renegotiation of the fee structure if utility costs are higher than expected. The agreements terminate in March 2011 to allow for the possible community center renovation.

Financial Consideration: None

Legal Consideration: The agreements have been reviewed and approved by the City Attorney.

Policy Consideration: Approval of the agreements will allow the community to maximize its use of limited recreational facility space.

Recommendation: Authorize City Administrator to sign facility use agreements with USD 447 and the Cherryvale Recreation Commission.

**JOINT USE AGREEMENT
CHERRYVALE COMMUNITY CENTER
(FORMER NATIONAL GUARD ARMORY)**

This Joint Use Agreement ("Agreement") is made and entered into this ____ day of _____, 2010, by and between the City of Cherryvale, a municipal corporation ("City"), and the Unified School District #447, a Kansas public school district ("District") (each a "Party" and collectively, the "Parties").

WHEREAS, the City and District mutually desire to jointly use the former National Guard Armory building, now known as the Cherryvale Community Center, ("Building") for special community activity and recreational purposes;

WHEREAS, the City and District believe that such a joint use agreement and cooperative planning and use of the Building would be the best and most economical use of public space and funds;

WHEREAS, the City and District recognize the need for additional practice facility space, especially in regards to the wrestling program;

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter set forth, it is agreed by the Parties as follows:

I. The Joint Facility Areas

The property subject to this Agreement is located entirely at the Cherryvale Community Center, more specifically described as the "Building". The Joint Facility Areas are more commonly known as the following:

- The south gymnasium, ("south area")
- The restrooms near the north gymnasium ("Restrooms")
- The north parking lot ("Parking Lot") – note the parking is restricted to this location, and not permitted in front of the Building or on the adjacent roadway. The south parking lot is fenced and regularly locked to protect storage.

The Joint Facility Areas shall be made available by the City to the District for recreational purposes consistent with this Agreement, and applicable law.

II. Term/Termination.

Except as provided herein, the term of this Agreement ("Term") shall be for a period of five months, commencing on October 18, 2010 ("Commencement Date") and expiring on March 1, 2011.

III. District Use of the Joint Facility Areas

A. Times of Exclusive Use. Except as otherwise provided in this Agreement, the District shall have the exclusive right to use the Joint Facility Areas, or any portion thereof, for recreational purposes during the following hours:

- 1.) Monday-Friday 3:00 p.m. – 9:00 p.m.
- Saturday 7:00 a.m. – 10:00 a.m.

All other times of use are expressly reserved by the City of Cherryvale for city use, including the rental of facility space to a third party for events.

The parties acknowledge that the District’s right to use the Joint Facility Areas is exclusive and, except as otherwise provided in this Agreement, District shall not grant a right to use the Joint Facility Areas to any other person or entity without first obtaining the written consent of City.

B. Exception – Times Reserved by City for City Use. Notwithstanding the above, District shall not use any portion of the Joint Facility Areas that has been reserved by City in advance for city use, or rental activities.

The City shall not reserve the south area for any third party use during the Term of this agreement without the express consent of the District.

Should the District wish to reserve additional use of the Joint Facility Areas outside the Times of Exclusive Use, the District shall contact the City Hall staff to add the event details to the tentative master schedule (s) no later than 14 days in advance of said event. District shall make best good faith efforts to ensure that the actual use of the Joint Facility Areas and scheduled events conform as closely as possible to the tentative master schedule.

Notwithstanding the above, The District or City shall have the right to conduct activities of an emergency nature, as needed, at the Joint Facilities without providing prior written notice.

The City reserves the right to use and or rent out the Joint Facility Areas, with exception of the south area, provided that the City’s use will not conflict or unreasonably interfere with Districts Activities at the Joint Facility Areas.

IV. Consideration.

A. District Consideration for Exclusive Use. In consideration for the exclusive right to use the Joint Facility Areas as provided herein, second to only the City's rights as previously noted, District shall pay the City as follows:

1.) District shall make monthly installment payments to the City in a base amount of Two Hundred Dollars (\$200.00) to contribute to monthly utility payments. Payments will be due as follows:

October 30, 2010	- \$100.00 (1/2 month use)
November 30, 2010	- \$200.00
December 30, 2010	- \$200.00
January 30, 2010	- \$200.00
February 28, 2010	- \$200.00

The parties acknowledge that, in the event this Agreement is terminated for any reason, there shall be no pro-rata refund to the District for any portion of the payments made.

The parties also acknowledge that this section will be revised if monthly utility costs at the facility are in excess of the monthly installment payment and can be directly linked to District use of the building.

V. Maintenance Obligations.

A. District Maintenance Obligations. Starting with the Commencement Date, District shall be responsible for keeping Joint Facility Areas clean and collect all trash into appropriate receptacles. City will continue to provide weekly cleaning of the Restrooms and remainder of facility. District agrees to notify City promptly of any additional cleaning or maintenance concerns upon District's use.

B. One-Time Maintenance – The District hereby acknowledges that upon termination of said agreement, it will be responsible for a one-time thorough cleaning of the Joint Facility Areas.

C. Equipment Storage – The parties acknowledge that the District may store any equipment necessary in the south area during the term of this agreement. Upon termination of agreement, the District's representative, or designee, shall meet with the City representative, to determine if equipment can continue being stored at the facility.

VI. Indemnification

A. Indemnification. Each party agrees to indemnify, defend and hold harmless the other party, its officers, officials, agents, employees and volunteers from any and all claims, losses, penalties and liabilities of any nature, at law or equity, including attorney's fees, to the extent caused by, arising out of, or in connection with, the indemnifying party's actual or alleged negligent acts or omissions pursuant to this Agreement. An indemnifying party's indemnification obligation shall not be limited to insurance proceeds, if any, received by the indemnifying party, its officers, officials, agents, employees, or volunteers. This Section shall survive the termination of this Agreement.

City of Cherryvale

Unified School District #447

By: _____
Greg McDanel
City Administrator

By: Paul Wayne Sept

ATTEST:

By: _____
Rebecca Swain
City Clerk

By: Rebecca Swain, Board Clerk

**JOINT USE AGREEMENT
CHERRYVALE COMMUNITY CENTER
(FORMER NATIONAL GUARD ARMORY)**

This Joint Use Agreement ("Agreement") is made and entered into this ____ day of _____, 2010, by and between the City of Cherryvale, a municipal corporation ("City"), and the Cherryvale Recreation Commission, ("Commission") (each a "Party" and collectively, the "Parties").

WHEREAS, the City and Commission mutually desire to jointly use the former National Guard Armory building, now known as the Cherryvale Community Center, ("Building") for special community activity and recreational purposes;

WHEREAS, the City and Commission believe that such a joint use agreement and cooperative planning and use of the Building would be the best and most economical use of public space and funds;

WHEREAS, the City and Commission recognize the need for additional practice facility space, especially in regards to the recreational basketball programs;

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter set forth, it is agreed by the Parties as follows:

I. The Joint Facility Areas

The property subject to this Agreement is located entirely at the Cherryvale Community Center, more specifically described as the "Building". The Joint Facility Areas are more commonly known as the following:

- The North gymnasium, ("north area")
- The restrooms near the north gymnasium ("Restrooms")
- The north parking lot ("Parking Lot") – note the parking is restricted to this location, and not permitted in front of the Building or on the adjacent roadway. The south parking lot is fenced and regularly locked to protect storage.

The Joint Facility Areas shall be made available by the City to the Commission for recreational purposes consistent with this Agreement, and applicable law.

II. Term/Termination.

Except as provided herein, the term of this Agreement ("Term") shall be for a period of three months, commencing on November 1, 2010 ("Commencement Date") and expiring on March 1, 2011.

III. Commission Use of the Joint Facility Areas

Times of Exclusive Use. Except as otherwise provided in this Agreement, the Commission shall have the exclusive right to use the Joint Facility Areas, or any portion thereof, for recreational purposes upon weekly advance notice provided to City for such events added to the tentative master schedule. All other times of use are expressly reserved by the City of Cherryvale for city use, including the rental of facility space to a third party for events.

Events added to the tentative master schedule by the Commission shall not supersede events previously added to the schedule by the City or for City's advance rental of the facility.

The parties acknowledge that the Commission's right to use the Joint Facility Areas is exclusive and, except as otherwise provided in this Agreement, Commission shall not grant a right to use the Joint Facility Areas to any other person or entity without first obtaining the written consent of City.

- A. Exception – Commission shall make best good faith efforts to ensure that the actual use of the Joint Facility Areas and scheduled events conform as closely as possible to the tentative master schedule.

Notwithstanding the above, City shall have the right to conduct activities of an emergency nature, as needed, at the Joint Facilities without providing prior written notice to the Commission.

The City reserves the right to use and or rent out the Joint Facility Areas, with exception of the north area, provided that the City's use will not conflict or unreasonably interfere with Commission Activities at the Joint Facility Areas.

IV. Consideration.

- A. Commission Consideration for Exclusive Use. In consideration for the exclusive right to use the Joint Facility Areas as provided herein, second to only the City's rights as previously noted, Commission shall pay the City as follows:

- 1.) Commission shall make monthly installment payments to the City in a base amount of Two Hundred Dollars (\$200.00) to contribute to monthly utility payments. Payments will be due as follows:

November 30, 2010	- \$200.00
December 30, 2010	- \$200.00
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The parties acknowledge that, in the event this Agreement is terminated for any reason, there shall be no pro-rata refund to the Commission for any portion of the payments made.

The parties also acknowledge that this section will be revised if monthly utility costs at the facility are in excess of the monthly installment payment and can be directly linked to Commission use of the building.

V. Maintenance Obligations.

- A. Commission Maintenance Obligations. Starting with the Commencement Date, Commission shall be responsible for keeping Joint Facility Areas clean and collect all trash into appropriate receptacles. City will continue to provide weekly cleaning of the Restrooms and remainder of facility. Commission agrees to notify City promptly of any additional cleaning or maintenance concerns upon Commission's use.
- B. One-Time Maintenance – The Commission hereby acknowledges that upon termination of said agreement, it will be responsible for a one-time thorough cleaning of the Joint Facility Areas.
- C. Equipment Storage – The parties acknowledge that the Commission may store any equipment necessary in an on-site secure area during the term of this agreement. Upon termination of agreement, the Commission's representative, or designee, shall meet with the City representative, to determine if equipment can continue being stored at the facility.

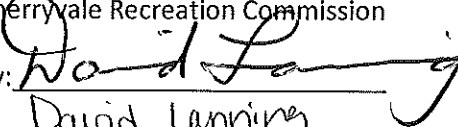
VI. Indemnification

- A. Indemnification. Each party agrees to indemnify, defend and hold harmless the other party, its officers, officials, agents, employees and volunteers from any and all claims, losses, penalties and liabilities of any nature, at law or equity, including attorney's fees, to the extent caused by, arising out of, or in connection with, the indemnifying party's actual or alleged negligent acts or omissions pursuant to this Agreement. An indemnifying party's indemnification obligation shall not be limited to insurance proceeds, if any, received by the indemnifying party, its officers, officials, agents, employees, or volunteers. This Section shall survive the termination of this Agreement.

City of Cherryvale

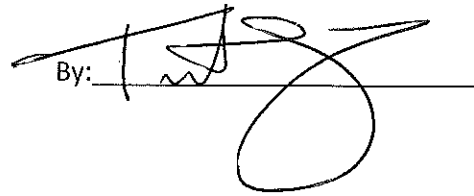
By: _____
Greg McDanel
City Administrator

Cherryvale Recreation Commission

By: 
David Lanning

ATTEST:

By: _____
Rebecca Swain
City Clerk

By: 

CITY COUNCIL ACTION REPORT

Proposed Agenda Date: October 18, 2010

Subject: Ordinance 10-4598: Annexation of South Liberty Street Property

Guest: None

Background: The City of Cherryvale has been in negotiations with several property owners along the S. Liberty Street corridor regarding annexation. Property in this corridor became an annexation priority when the City of Cherryvale accepted ownership of the former National Guard Armory property after its closure by the State of Kansas. With the City's long-term plan to turn the property into a community center, it is essential that it be located within the city limits of Cherryvale for administrative purposes.

A motel, located at 634 S. Liberty Street, separates the current city limits of Cherryvale from the city-owned property. Under Kansas state law, the City can spot annex property under its ownership, but this action creates an unnecessary voting district. Property owners at 634 S. Liberty Street have now agreed to and executed a consent annexation form for their property, should the city be willing to extend sanitary sewer service.

The current sanitary sewer lift station located at the former armory property is outdated and in need of replacement before its conversion into a community center. The replacement of this equipment and extension of service to the motel property is estimated to cost approximately \$5,000-\$7,000. The majority of this expense is to purchase a new pump that has been sized to handle the full capacity of a future community center. If annexation is approved, bids would be taken on the sewer project and construction would occur within the next six months.

Ordinance No. 10-4598 officially annexes two additional properties into the City of Cherryvale corporate limits.

Financial Consideration: None.

Legal Consideration: Ordinance No. 10-4598 has been reviewed and approved by the City Attorney.

Policy Consideration: Consent annexation provides a mutually beneficial scenario for individual property owners and the City of Cherryvale.

Recommendation: Adopt Ordinance No. 10-4598.

ORDINANCE NO. 10-4598

AN ORDINANCE ANNEXING CERTAIN LANDS TO THE CITY OF CHERRYVALE, KANSAS, IN CONFORMITY WITH THE PROVISIONS OF K.S.A. 12-520, AND ALL AMENDMENTS THERETO.

WHEREAS, the Governing Body has received an executed Consent to Annexation petition from the owners of the following described real property requesting that such property be annexed to the City of Cherryvale, Kansas;

WHEREAS, the land consented by said property owners, hereafter described adjoin the corporate limits of the City of Cherryvale, Kansas;

WHEREAS, land known as the former National Guard Armory property, hereafter described, is owned and maintained by the City of Cherryvale, Kansas;

WHEREAS, that pursuant to KSA 12-520, the governing body of the City of Cherryvale, Kansas finds it advisable to annex such land;

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CHERRYVALE, KANSAS:

SECTION ONE: That the following described tracts of land are hereby annexed to and included within the corporate limits of the City of Cherryvale, Kansas, to-wit:

TRACT I:

Beginning 1735.4 feet South and 300 feet West of the Northeast corner of Section 17, Township 32, Range 17, West 530 feet, North to the South right of way line of the A.T. & S.F. Railway, Easterly along said right of way line 530 feet more or less to a point due North of the point of beginning, South to beginning;

AND

Beginning at a point 1735.4 feet South and 50 feet West of the NE corner of Section 17, Township 32, Range 17, West 250 feet, North to the South right of way of the Atchison Topeka and Santa Fe railroad, Easterly along said South right of way line to the West right of way line of U.S. Highway #169, South along said West line 249.9 feet more or less to the point of beginning.

AND

All of the right-of-way of U.S. Highway #169, also known as S. Liberty Street, and all of the right-of-way of Atchison Topeka and Santa Fe railroad, also known as the Southern Kansas and Oklahoma railroad, both located parallel and directly adjacent to the above mentioned property.

TRACT II:

Beginning at a point 1735.4 feet South and 50 feet west of the Northeast corner of Section Seventeen (17), Township Thirty-two (32) South, Range Seventeen (17) East; -

thence South 350 feet; - thence West 250 feet; - thence North 350 feet; - thence East 250 feet to the point of beginning; containing 2.0 acres, more or less.

AND

All of the right-of-way of U.S. Highway #169, also known as S. Liberty Street, located parallel and directly adjacent to the above mentioned property.

SECTION TWO: That this ordinance shall be in force and effect upon its approval by the governing body of the City of Cherryvale and publication in the official city newspaper.

SECTION THREE: After publication of this ordinance, the City Clerk shall file a certified copy of such ordinance with the County Clerk, County Election Officer and Register of Deeds of Montgomery County, Kansas.

PASSED AND APPROVED by the Governing Body of the City of Cherryvale, Kansas this 18th day of October, 2010.

John M. Wright, Mayor
City of Cherryvale

ATTEST:

Rebecca Swain, City Clerk
City of Cherryvale

APPROVED TO FORM:

John Bullard, City Attorney

CONSENT TO ANNEXATION

TO THE GOVERNING BODY OF THE CITY OF CHERRYVALE, KANSAS:

THE UNDERSIGNED, WHICH ARE THE OWNERS OF THE LEGALLY DESCRIBED HEREIN, HEREBY FORMALLY CONSENT TO ANNEXATION OF SUCH LAND INTO THE CITY OF CHERRYVALE, KANSAS. THE SUBJECT LAND IS:

PROPERTY OWNED BY FRED E. EYTCHESON AND KAREN D. EYTCHESON, HUSBAND AND WIFE, OR THE SURVIVOR OF EITHER OF THEM AS JOINT TENANTS AND NOT AS TENANTS IN COMMON.

TRACT I:

Beginning 1735.4 feet South and 300 feet West of the Northeast corner of Section 17, Township 32, Range 17, West 530 feet, North to the South right of way line of the A.T. & S.F. Railway, Easterly along said right of way line 530 feet more or less to a point due North of the point of beginning, South to beginning;

AND

Beginning at a point 1735.4 feet South and 50 feet West of the NE corner of Section 17, Township 32, Range 17, West 250 feet, North to the South right of way of the Atchison Topeka and Santa Fe railroad, Easterly along said South right of way line to the West right of way line of U.S. Highway #169, South along said West line 249.9 feet more or less to the point of beginning.

AND

All of the right-of-way of U.S. Highway #169, also known as S. Liberty Street, located parallel and directly adjacent to the above mentioned property.

IN WITNESS WHEREOF, the Owners of said property have executed this contract on the 11 day of October, 2010.

By: Fred Eytcheson
Fred E. Eytcheson

By: Karen D. Eytcheson
Karen D. Eytcheson

ACKNOWLEDGEMENT

STATE OF KANSAS)
)ss.
COUNTY OF MONTGOMERY)

On this 11th day of October, 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared FRED E. EYCHESON AND KAREN D. EYCHESON, HUSBAND AND WIFE, OR THE SURVIVOR OF EITHER OF THEM AS JOINT TENANTS AND NOT AS TENANTS IN COMMON, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Karen Seifert

Notary Public

My Commission Expires: March 23, 2011

CITY OF CHERRYVALE

Warrant Ordinance Number: 10-1015 Date: Friday, October 15, 2010

Detail of Checks Processed On Friday, October 15, 2010

Bk	Chk Num and Date	Vendor Number & Name	Voucher Num and Date	Voucher Amt	Memo
10	32696 10/15/10 00115	ALLIED WASTE SERVICES #376	20100764 10/11/10	9,576.77	COLLECTIONS & POLYCARTS
	32697 00001	AT&T	20100748 10/05/10	81.41	BILL #210 077 1254 201; INVOICE #0771254201-092510 SPECIAL ACCESS
	32698 00600	BLUE CROSS-BLUE SHIELD	20100791 10/14/10	486.39	Dental Insurance Premiums for November 2010
	32699 00700	BULLARD, JOHN R.	20100758 10/05/10	1,350.00	PROFESSIONAL SERVICES FOR SEPTEMBER 2010
	32700 01093	CHERRYVALE CLINIC	20100750 10/05/10	500.00	G-ACCT #700001117; PRE-EMPLOYMENT PHYSICALS
	32701 01350	CHERRYVALE VETERINARY CLINIC	20100761 10/11/10	37.00	ACCT #3107; EUTHANASIA
	32702 01440	CITY OF CHERRYVALE	20100765 10/11/10	870.00	FSA Employee Contributions January - March 2011
	32703 01738	Conrad Fire Equipment	20100770 10/13/10	97.31	INVOICE #467631-STROBE LIGHT; 467811-WINDOW HANDLE
	32704 01824.5	COX COMMUNICATIONS	20100749 10/05/10	93.80	ACCT #001 1012 072462501; PHONE & INTERNET FOR PUBLIC WORKS
	32705 02180	Double S Construction L.L.C.	20100793 10/14/10	2,650.00	OFFICE REMODEL
	32706 02567	FIRST AMERICAN TITLE INSURANCE	20100766 10/12/10	100.00	INVOICE #2015-2949674-TITLE SEARCH FOR 634 S LIBERTY
	32707 02700	JIM GILL AGENCY, INC.	20100762 10/11/10	597.00	INVOICE #18663; EMPLOYEE BLANKET BOND
	32708 03734	KANSAS DEPARTMENT OF REVENUE	20100760 10/07/10	481.92	Clean Drinking Water Fee - 3rd Quarter 2010
	32709 03755	KANSAS GAS SERVICE	20100751 10/05/10	230.10	ACCT #510668573 1002301 82; NATURAL GAS
	32710 05880	KANSAS ONE-CALL SYSTEM, INC.	20100752 10/05/10	15.00	INVOICE #0090175; 25 LOCATES
	32711 03953	KANSAS RURAL WATER ASSOCIATION	20100753 10/05/10	720.00	MEMBERSHIP DUES FROM 11/1/2010 TO 10/31/2011
			20100787 10/14/10	125.00	BACKFLOW PREVENTION & CROSS CONNECTION CONTROL COURSE 9/20-24/2010
			Check Total	845.00	
10	32712 10/15/10 03650	KC 24 HR. TRUCK REPAIR	20100786 10/14/10	41.98	INVOICE #5975-OIL FILTER & LIGHT BAR FOR TOP KICK
	32713 03750	KS EMPLOYMENT SECURITY FUND	20100759 10/06/10	5,958.62	Quarterly Wage Report & Unemployment Tax Return - 3rd Quarter 2010
	32714 05012	MCDANEL, GREG	20100769 10/13/10	97.00	REIMBURSEMENT FOR MILEAGE
	32715 05012.5	MCELROY, TIANA	20100767 10/12/10	325.00	CONTRACT LABOR FOR OCTOBER 2010
	32716 05100	MIDWEST MINERALS, INC.	20100790 10/14/10	1,142.59	INVOICE #92919; AB-3 ROCK-FOR WEST MAIN STREET/HWY 169 ENTRANCE REPAIR PROJECT
	32717 05825	O'BRIEN READY MIX	20100746 10/01/10	4,730.00	INVOICE #41015; 43 YARDS-8 SACK CONCRETE MIX- WEST MAIN STREET/HWY 169 ENTRANCE REPAIR PROJECT
			20100747 10/01/10	693.75	INVOICE #41015; 7.5 YD CONCRETE MIX FOR ANIMAL POUND
			Check Total	5,423.75	
10	32718 10/15/10 06210	POSTMASTER	20100757 10/05/10	285.00	POSTAGE FOR WATER BILLS

CITY OF CHERRYVALE

Warrant Ordinance Number: 10-1015 Date: Friday, October 15, 2010

Detail of Checks Processed On Friday, October 15, 2010

Bk	Chk Numb and Date	Vendor Number & Name	Voucher Num and Date	Voucher Amt	Memo
10	32719 10/15/10	06761 SANDBAGGER GOLF & TURF	20100788 10/14/10	84.61	INVOICE #8494; MOWER REPAIR
	32720	07233 SPRINT	20100763 10/11/10	54.43	ACCT & INVOICE #473777394-021; POLICE DEPT CELL PHONES
	32721	00165 SWAIN, BECKY	20100785 10/14/10	52.00	REIMBURSEMENT FOR MILEAGE FOR KRWA VA/ERP TRAINING ON 10/5/2010
	32722	04560 THE LOCK DOCTOR	20100792 10/14/10	257.50	INV # 9255; LOCK SET & INSTALL FOR ARMORY DOOR
	32723	07680 UNITED STATES POSTAL SERVICE	20100755 10/05/10	300.00	ACCT #19100676-POSTAGE FOR POSTAGE MACHINE
	32724	07803 VERIZONWIRELESS	20100754 10/05/10	26.08	ACCT #483025090-00001; INVOICE #2462931014; CELL PHONE FOR FIRE DEPT
	32725	07947 WEBBER, WADE	20100789 10/14/10	30.36	REIMBUSEMENT FOR MEALS FOR CROSS CONNECTION TRAINING
	32726	07970 WESTAR ENERGY	20100756 10/05/10	2,323.87	ACCT #9246063908; SEPTEMBER STREET LIGHTING
	32727	08080 WICHITA WINWATER WORKS	20100716 09/28/10	2,898.00	INVOICE #173285; DRAINAGE CULVERT FOR WEST MAIN STREET/HWY 169 ENTRANCE REPAIR PROJECT
	32728	08125 WOODS LUMBER OF INDEPENDENCE	20100768 10/13/10	580.92	ACCT #1524; WEST MAIN STREET/HWY 169 ENTRANCE REPAIR MATERIALS
10262010	10/26/10	00914 CARD SERVICES	20100771 10/13/10	780.62	P-CARD STATEMENT GREG MCDANEL (9/1/10 TO 9/30/10)
			20100772 10/13/10	34.99	P-CARD STATEMENT MICHAEL PENA (9/1/10 TO 9/30/10)
			20100773 10/13/10	1,267.86	P-CARD STATEMENT-C. RUSSELL (9/1/10 TO 9/30/10)
			20100774 10/13/10	335.75	P-CARD STATEMENT-M. BEYE (9/1/10 TO 9/30/10)
			20100775 10/13/10	155.50	P-CARD STATEMENT FOR J. REED (9/1/10 TO 9/30/10)
			20100776 10/13/10	294.00	P-CARD STATEMENT-R. DAVIS (9/1/10 TO 9/30/10)
			20100777 10/13/10	33.60	P-CARD STATEMENT-B. SWAIN (9/1/10 TO 9/30/10)
			20100778 10/13/10	27.18	P-CARD STATEMENT T. KING (9/1/10 TO 9/30/10)
			20100779 10/13/10	23.15	P-CARD STATEMENT-K. SEIFERT (9/1/10 TO 9/30/10)
			20100780 10/13/10	4,903.51	P-CARD STATEMENT-W. WEBBER (9/1/10 TO 9/30/10)
			20100781 10/13/10	139.90	P-CARD STATEMENT-A. COOK (9/1/10 TO 9/30/10)
			20100782 10/14/10	9.58	P-CARD STATEMENT-M. SHAW (9/1/10 TO 9/30/10)
			20100783 10/14/10	155.63	P-CARD STATEMENT M. DENNIS-(9/1/10 TO 9/30/10)
			20100784 10/14/10	676.44	P-CARD STATEMENT P. LAMBERT (9/1/10 TO 9/30/10)
			Check Total	8,837.71	

CITY OF CHERRYVALE

Warrant Ordinance Number: 10-1015 Date: Friday, October 15, 2010

Detail of Checks Processed On Friday, October 15, 2010

Bk	Chk Numb and Date	Vendor Number & Name	Voucher Num and Date	Voucher Amt	Memo
			Grand Total	46,731.12	
				37,408.28	- payroll
				\$84,139.40	- total

Passed this 18th day of October, 2010.

Signed this 15th day of October, 2010.

_____ Mayor

Attest:

_____ City Clerk

CONTRACTOR'S APPLICATION FOR PAYMENT No. 2

REC'D: _____

To City of Cherryvale, KS (OWNER)

BY: _____

Contract for Park West Addition Water, Sewer and Street Extension

OWNER's Project No. _____ ENGINEER's Project No. _____

Page 1 of 3 Pages

For Work accomplished through the date of 10/6/2010

CONTRACT DATE: _____

CHANGE ORDER SUMMARY		Additions	Deductions
Change Orders approved In previous months by Owner			
Approved this Month			
Number	Date Approved		
Totals		-	-
Net change by Change Orders			

The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM	\$	<u>368,477.99</u>
Net change by Change Orders	\$	<u>-</u>
CONTRACT SUM TO DATE	\$	<u>368,477.99</u>
TOTAL COMPLETED & STORED TO DATE	\$	<u>187,242.02</u>
RETAINAGE <u>-10%</u> Work Completed	\$	<u>(18,724.20)</u>
RETAINAGE _____ Materials on Hand		
TOTAL EARNED LESS RETAINAGE	\$	<u>168,517.82</u>
LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	<u>(59,680.57)</u>
CURRENT PAYMENT DUE	\$	<u>108,837.25</u>

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Application for Payment numbered 1 through _____ inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated October 6, 2010 _____ Tri-Star Utilities, Inc.
CONTRACTOR
By [Signature] _____

APPROVED BY OWNER

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

By: _____

Dated 10-12-10 _____ TranSystems
ENGINEER
By [Signature] _____

Title: _____

Date: _____

Project:

City of Cherryvale - Parkwest Addition

Contractor:

Tri-Star Utilities, Inc.

P.O. Box 1012, Independence, KS 67301

Partial Pay Estimate No.:

2

Bid Item No.	Bid Item Description	Quant.	Unit	Unit Price	Pay Estimate #2			Completed Work		
					Quant. Comp.	% Compl.	Ext. Price	Total Units	% Comp.	Extended Price
Part A - Sewer & Water Line Improvements										
1-1	Clearing & Grubbing for San Sewer/Water line	1	LS	\$ 2,500.00		0%	\$ -	1	100%	\$ 2,500.00
1-2	8" SDR 35 PVC Sewer Pipe	1310	LF	\$ 42.00	1310	100%	\$ 55,020.00	1310	100%	\$ 55,020.00
1-3	2" Force Main SewerPipe Incl bedding & testing	863	LF	\$ 6.00	863	100%	\$ 5,178.00	863	100%	\$ 5,178.00
1-4	Trench & Compacted backfill 0-6'	139	LF	\$ 1.00	139	100%	\$ 139.00	139	100%	\$ 139.00
1-5	Trench & Compacted backfill 6'-8'	1171	LF	\$ 1.00	1171	100%	\$ 1,171.00	1171	100%	\$ 1,171.00
1-6	Standard Precast MH 4ft Diam 0-6' deep	7	EA	\$ 2,400.00	7	100%	\$ 16,800.00	7	100%	\$ 16,800.00
1-7	Extra MH depth	6.5	VF	\$ 135.00	6.5	100%	\$ 877.50	7	100%	\$ 877.50
1-8	Full Depth Aggregate	103	LF	\$ 10.00	103	100%	\$ 1,030.00	103	100%	\$ 1,030.00
1-9	Plug Existing San Sewer Line	1	EA	\$ 250.00		0%	\$ -	1	100%	\$ 250.00
1-10	Concrete Encasement	20	LF	\$ 75.00		0%	\$ -	0	0%	\$ -
1-11	Lift Station, 5' Dia Wet Well & Valve Vault	1	LS	\$ 32,500.00	0.3	30%	\$ 9,750.00	0	30%	\$ 9,750.00
1-12	Chain Link Fence incl 3' Gate	1	LS	\$ 2,700.00		0%	\$ -	0	0%	\$ -
1-13	8" CL200 PVC Waterline incl bedding & testing	1856	LF	\$ 14.42		0%	\$ -	1856	100%	\$ 26,763.52
1-14	6" CI200 PVC Waterline incl bedding & testing	39	LF	\$ 12.64		0%	\$ -	0	0%	\$ -
1-15	8" Gate Valve w/Box and testing	2	EA	\$ 1,222.00		0%	\$ -	2	100%	\$ 2,444.00
1-16	8" Tee w/Blocking	1	EA	\$ 325.00		0%	\$ -	1	100%	\$ 325.00
1-17	8" 45 w/Blocking	2	EA	\$ 250.00		0%	\$ -	2	100%	\$ 500.00
1-18	Install Tapping Tee, Valve	2	EA	\$ 3,500.00		0%	\$ -	2	100%	\$ 7,000.00
1-19	Fire Hydrant Setting and testing	2	EA	\$ 3,000.00		0%	\$ -	2	100%	\$ 6,000.00
1-20	Connect to Existing Main and testing	2	EA	\$ 750.00		0%	\$ -	2	100%	\$ 1,500.00
1-21	Connect Existing Service and testing	1	EA	\$ 350.00	1	100%	\$ 350.00	1	100%	\$ 350.00
1-22	Relocate Existing Fire Hydrant	1	LS	\$ 3,000.00		0%	\$ -	1	100%	\$ 3,000.00
1-23	Full Depth Aggregate Backfill	112	LF	\$ 10.00		0%	\$ -	112	100%	\$ 1,120.00
1-24	Mobilization	1	LS	\$ 3,000.00		0%	\$ -	1	100%	\$ 3,000.00
1-25	Construction Staking	1	LS	\$ 3,500.00		0%	\$ -	1	100%	\$ 3,500.00
1-26	Clearing & Grubbing	1	LS	\$ -		0%	\$ -	0	0%	\$ -
1-27	Surface Restoration	1	LS	\$ 1,500.00		0%	\$ -	0	0%	\$ -
Part B - Street Improvements										
2-1	Clearing & Grubbing fro Street Improvements	1	LS	\$ 4,700.00		0%	\$ -	1	100%	\$ 4,700.00
2-2	Common Excavation	1400	CY	\$ 10.00	700	50%	\$ 7,000.00	700	50%	\$ 7,000.00
2-3	Rock Excavation	80	SY	\$ 10.00	80	100%	\$ 800.00	80	100%	\$ 800.00
2-4	Compaction Type A MR 5-5	70	CY	\$ 2.35		0%	\$ -	0	0%	\$ -
2-5	Compaction Type AA MR 5 5	181	CY	\$ 2.35		0%	\$ -	0	0%	\$ -
2-6	AB-3 Base Rock for Street Improve, 6" thickness	864	SY	\$ 7.00		0%	\$ -	0	0%	\$ -
2-7	Asphalt Surface	46	TON	\$ 94.37		0%	\$ -	0	0%	\$ -
2-8	Asphalt Base	225	TON	\$ 94.37		0%	\$ -	0	0%	\$ -
2-10	23"x14" HERCP incl bedding	80	LF	\$ 62.00	80	100%	\$ 4,960.00	80	100%	\$ 4,960.00
2-11	23"x14" HERCP End Sections	4	EA	\$ 1,000.00	4	100%	\$ 4,000.00	4	100%	\$ 4,000.00
2-12	12" RCP, incl bedding	30.5	LF	\$ 42.00	0	0%	\$ -	0	0%	\$ -
2-13	12" RCP End Sections	2	EA	\$ 525.00	0	0%	\$ -	0	0%	\$ -
2-14	Remove Existing Cross Road Pipes/Return to City	2	EA	\$ 150.00	2	100%	\$ 300.00	2	100%	\$ 300.00
2-15	D-50 6" Ditch Liner	53	SY	\$ 30.00		0%	\$ -	0	0%	\$ -
2-16	Surface Restoration	1	LS	\$ 2,500.00		0%	\$ -	0	0%	\$ -
2-17	Mobilization	1	LS	\$ 750.00	1	100%	\$ 750.00	1	100%	\$ 750.00
2-18	Construction Staking	1	LS	\$ 700.00	1	100%	\$ 700.00	1	100%	\$ 700.00
2-19	Erosion Control	1	LS	\$ 1,200.00		0%	\$ -	0	0%	\$ -

Alternate A - Park Street Improvements						0		
A-1	Clearing & Grubbing for Street Improvements	1 LS \$ 4,600.00	1	100%	\$ 4,600.00	1	100%	\$ 4,600.00
A-2	Common Excavation	744 CY \$ 10.00	372	50%	\$ 3,720.00	372	50%	\$ 3,720.00
A-3	Rock Excavation	78 SY \$ 10.00	78	100%	\$ 780.00	78	100%	\$ 780.00
A-4	Compaction Type A MR 5-5	182 CY \$ 1.75		0%	\$ -	0	0%	\$ -
A-5	Compaction Type AA MR 5-5	431 CY \$ 1.75		0%	\$ -	0	0%	\$ -
A-6	AB-3 Base Rock for Street Improve, 6" thickness	2585 SY \$ 7.00		0%	\$ -	0	0%	\$ -
A-7	Asphalt Surface	137 TON \$ 94.37		0%	\$ -	0	0%	\$ -
A-8	Asphalt Base	685 TON \$ 94.37		0%	\$ -	0	0%	\$ -
A-9	12" RCP, incl bedding	42 LF \$ 42.00	42	100%	\$ 1,764.00	42	100%	\$ 1,764.00
A-10	12" RCP End Sections	4 EA \$ 525.00	4	100%	\$ 2,100.00	4	100%	\$ 2,100.00
A-11	Surface Restoration	1 LS \$ 2,500.00		0%	\$ -	0	0%	\$ -
A-12	Construction Staking	1 LS \$ 2,850.00	1	100%	\$ 2,850.00	1	100%	\$ 2,850.00
A-13	Erosion Control	1 LS \$ 2,500.00		0%	\$ -	0	0%	\$ -

Total Construction Cost:	\$ 187,242.02
Material on Hand:	
Completed & Stored to date:	\$ 187,242.02
Retainage:	-10% \$ (18,724.20)
Total Due:	168,517.82
Less Previous Payments:	(59,680.57)
Total Due This Estimate:	\$ 108,837.25



TranSystems Corporation

www.transystems.com

Invoice

Please remit payment to:
 P.O. BOX 419380, DEPT. 144
 KANSAS CITY, MO 64141-6380

If you have any questions, please call:
 (620) 331-3999

Client:

City of Cherryvale, KS
 Attn: Greg McDanel - City Administrator
 123 West Main Street
 Cherryvale, KS 67335

Reference:

Invoice Date: 10/1/10
 Project No: P112090039
 Invoice No: INV-0001957050

Project Name: Park West Subdivision - Construction

For professional services rendered through September 24, 2010 for the above referenced project.

Staff Type	Name	Rate	Hours	Amount
Labor				
Inspector II	Jeff Strickland	65.00	125.00	\$8,125.00
Technician IV	Terry L. Emert	80.00	3.00	\$240.00
Total Labor			128.00	\$8,365.00
Reimbursables				
Mileage - Personal Vehicle				\$330.00
Total Reimbursables				\$330.00
Invoice Total				\$8,695.00

TranSystems Corporation

Jon L. Johnson
 Project Manager



Mark Parkinson, Governor
William R. Thornton, Secretary

KansasCommerce.com

November 11, 2010

The Honorable John Wright
Mayor, City of Cherryvale
123 W. Main
Cherryvale, KS 67335

REC'D

OCT 13 '10

CITY OF
CHERRYVALE

Dear Mayor Wright:

Congratulations on passing the second step in the KAN STEP process. Included with this letter are materials to help you hire an architect in order to determine the 40% cost savings. As you already have a cost estimate in your pre-application, take this time to officially hire your architect who will help you accomplish final design as well as bid the project at the appropriate time. You are not limited to the architects on the list I have provided. You may choose any licensed architect. However, the architect must break down the project to its fine details in order to determine the material and labor costs. In addition, you must begin the environmental review process, the first step of which is for the grant administrator to send me a project description and a determination of level of review. Please feel free to have the architect or grant administrator contact me for any technical assistance.

The City has until February 15th, 2011 to send me a signed copy of the cost estimate as well as a completed environmental review. Failure to meet this crucial deadline will derail your KAN STEP application.

You may further refer to <http://www.krwa.net/projects/projects.shtml> to see examples of projects and find the names of the architects that designed the buildings in question. Feel free to contact me at 785-296-3610.

Sincerely,

A handwritten signature in black ink, appearing to read "Salih Doughramaji", written over a horizontal line.

Salih Doughramaji
KANS STEP Coordinator

RURAL DEVELOPMENT

1000 S.W. Jackson St., Suite 100; Topeka, KS 66612-1354 • Phone: (785) 296-3485 • Fax: (785) 296-3776
TTY: 711 • E-mail: ruraldev@kansascommerce.com

KAN STEP Application Flow Chart

