



100 W 4<sup>th</sup> Ave

Phone: 620-879-2772

[www.caneyks.com](http://www.caneyks.com)

## AGENDA

CITY OF CANEY  
100 W. 4<sup>TH</sup> AVE

### REGULAR COUNCIL MEETING

**ENTER THROUGH DOORS ON EAST END (MAIN STREET SIDE) OF BUILDING**

DATE: March 16, 2026

TIME: 6:30 P.M.

**A. CALL TO ORDER** MAYOR ELLIOTT

**B. ROLL CALL** CITY CLERK

Joshua Elliott	Mayor
Jeff Culver	Council Member
Kenith Butts	Council Member
Elizabeth Burch	Council Member
Becky Dye	Council Member

**C. PLEDGE OF ALLEGIANCE AND INVOCATION**

**D. CITIZEN PRESENTATION/COMMENTS**

**E. REMOVAL OF ITEM(S) FROM THE CONSENT AGENDA**

**F. CONSIDER APPROVAL OF CONSENT AGENDA ITEM(S)**

Consent items are deemed to need little Council deliberation or have already been deliberated at a previous meeting and will be acted upon as one business item. Any member of the City Council may request that an item be withdrawn from the Consent Agenda and placed before the City Council for full discussion.

F.1 Approval of the Minutes for the March 2, 2026 Meeting.

F.2. Approval of Expenses (March 2<sup>nd</sup> to March 16<sup>th</sup>, 2026):

Alliance (DXP Enterprises)	\$14,156.00
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F.3. Approval of Personnel Expenses:

Approval of Payroll (March 12 <sup>th</sup> , 2026)	\$46,242.74
KPERS	\$5,683.39
BCBS	\$8,542.13

**MOTION:**

**SECOND:**

F.4. Approval of Main Street Auto Expenses:

Invoice #009640	\$250.62
Invoice #010137	\$398.97

**MOTION:**

**SECOND:**

**H. NEW BUSINESS**

H.1. Accept David Estes's resignation from the Planning & Zoning Board.

**MOTION:**

**SECOND:**

H.2. Discuss and consider Ordinance 2026-06 affecting Industrial Water Rates and the water protection fee and authorize the necessary signatures.

**MOTION:**

**SECOND:**

H.3. Discuss and consider the acceptance of Sarah Hewitt as the easement attorney for the Coffeyville Supply Line project and authorize the necessary signatures.

**MOTION:**

**SECOND:**

H.4. Discuss and consider Worker's Compensation providers for the April 1, 2026, renewal.

**MOTION:**

**SECOND:**

H.5. Executive session to discuss confidential information relating to personnel matters, according to K.S.A. 75-4319 (1) for ten (10) minutes to include the City Administrator, City Clerk, Police Chief, City Council and Mayor.

Entering - **MOTION:**

**SECOND:**

Closing - **MOTION:**

**SECOND:**

**I. DEPARTMENT REPORTS**

**Mayor – Josh Elliott:**

**Police Chief – Ike Dye:**

**City Administrator – Andrea Sibley:**

**City Clerk – Adam Lanter:**

**Deputy City Clerk – Tyler Goza:**

**Utility Clerk – Jalissa Jones:**

**J. COUNCIL COMMENT**

**Council Member – Burch:**

**Council Member – Butts:**

**Council Member – Culver:**

**Council Member – Dye:**

**K. INFORMATION ITEMS**

K.1. Workshop after the meeting TONIGHT to discuss the keeping of livestock within City limits.

**L. ADJOURNMENT**

**MOTION:**

**SECOND:**

CITY OF CANEY  
CITY COUNCIL  
REGULAR MEETING MINUTES  
March 2, 2026

**A. CALL TO ORDER**

Mayor Elliott called the regular City Council meeting to order at 6:30 pm Monday, March 2, 2026 in the Council Chambers at City Hall located at 100 W 4<sup>th</sup> Street.

**B. ROLL CALL**

Present:	Josh Elliot	Mayor
	Kenith Butts	Council Member
	Elizabeth Burch	Council Member
	Becky Dye	Council Member

Staff:	Ike Dye	Police Chief
	Adam Lanter	City Clerk
	Jalissa Jones	Utilities Clerk

**C. PLEDGE OF ALLEGIANCE AND INVOCATION**

Attendees recited the pledge of allegiance and Mayor Elliott led the invocation.

**D. CITIZEN PRESENTATION/VISITOR COMMENTS**

Clara stated that she was a member of the 4-H club. She informed the Governing Body about her calf Marshmallow. Wendie and Clara have been taking care of the calf since her mom got sick. She went on to state that she takes care of Marshmallow's needs while providing a safe and healthy environment for her. Wendie stated that their formal request had been provided to City staff and informed the Council that they are looking to keep a bottle calf on their property in City Limits. She went on to state that they already have a privacy fence so that neighbors won't have to see it and have an enclosure for the calf to remain within the privacy fence. Wendie went on to state that bottle calves do vocalize around feeding time but that it was comparable to a neighborhood dog or cat. Council Member Burch inquired how long the calf would remain at the residence. Wendie stated that it would be six (6) to eight (8) weeks on the bottle and would remain while school was in session. Mayor Elliott stated that there had been another request for a lamb or goat over the weekend and that he had given both permission to

keep the animals within the City limits. He stated that staff would prepare an ordinance that would make this work for children in 4-H. He went on to state that he was envisioning re-applying every sixty (60) days to ensure compliance with the forth coming ordinance.

**E. REMOVAL OF ITEMS FROM THE AGENDA**

There were no items removed from the agenda.

**F. CONSIDER APPROVAL OF CONSENT AGENDA**

**F.1. CONSIDER APPROVAL OF THE MINUTES FROM THE FEBRUARY 16, 2026 REGULAR CITY COUNCIL MEETING.**

**F.2. CONSIDER APPROVAL OF EXPENSES (FEBRUARY 16<sup>th</sup> TO FEBRUARY March 2<sup>nd</sup>, 2026 ):**

Brenntag Southwest	\$8,068.60
Evergy	\$10,697.90
Waste Connections	\$21,175.42

**F.3. APPROVAL OF PERSONNEL EXPENSES:**

Approval of Payroll (February 26 <sup>th</sup> , 2026)	\$45,412
KPERS	\$5,651.53
BCBS	\$8,542.13

**A MOTION WAS MADE BY COUNCIL MEMBER BURCH, SECONDED BY COUNCIL MEMBER BUTTS TO APPROVE ITEMS F.1, F.2., AND F.3. AS PRESENTED.**

**MOTION CARRIES 3-0.**

**F.4. APPROVAL OF MAIN STREET AUTO EXPENSES:**

Invoice #010263	\$36.06
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**A MOTION WAS MADE BY COUNCIL MEMBER BURCH, SECONDED BY COUNCIL MEMBER BUTTS TO APPROVE ITEM F.4. AS PRESENTED.**

**MOTION CARRIES 3-0.**

## **G. OLD BUSINESS**

### **G.1. DISCUSS AND CONSIDER ORDINANCE 2026-04 UPDATING SEWER RATES AND AUTHORIZE THE NECESSARY SIGNATURES.**

Staff stated that this is strictly codifying how the City is billing for sewer. They went on to state that this ordinance is updating the verbiage so that it matches the water rates. Staff reiterated that this ordinance updates the verbiage from billing in cubic feet to billing in gallons. Staff reiterated that they are attempting to get ahead of people asking questions so that people can be directed to the website. Council Member Burch stated that the date was wrong on the ordinance. Staff stated that they had noticed that after that agenda packet was published and that the ordinance that would be signed off on was updated to reflect the date. Council Member Burch reiterated that this is not updating the price but merely the verbiage. Staff stated that that was correct.

**A MOTION WAS MADE BY COUNCIL MEMBER BURCH, SECONDED BY COUNCIL MEMBER DYE TO APPROVE ITEM G.1. AS PRESENTED.**

**MOTION CARRIES 3-0.**

### **G.2. DISCUSS AND CONSIDER OPTIONS FOR THE DEMOLITION OF THE PROPERTY LOCATED AT 203 N STATE.**

Staff stated that they were unsure in what direction the Governing Body was seeking to go with this item after the previous meeting, so they went ahead and obtained additional quotes. Staff stated that the low bid was G&G Dozer and that they went ahead and inspected the property and did not find signs of asbestos and as a result reduced their quote from \$12,000 to \$10,300. Staff stated that they reached out to four (4) additional companies and received quotes from two (2) of those companies. Staff reiterated that the presentation of these quotes was not to imply that demolishing the structure was the course chartered by the City but wanted to show that they are doing their due diligence to accomplish the Governing Body's goals. Staff stated that they had received word that the property was slated to go to tax sale later in 2026 but acknowledged that tax sales can be delayed sometimes. Mayor Elliott clarified that the tax sale was in November, staff clarified that the tax sale was currently set for August-September but re-iterated that they are prone to be moved. Mayor Elliott inquired where the funds would come from. Staff stated that funds would come from the General Fund if the Governing Body decided to accept a quote. Council Member Burch stated that the property would still be going to tax sale later this year, so the City is essentially just clearing the lot and that the City was unlikely to recoup

those funds. Mayor Elliott responded that that was correct but that if it went to tax sale and got new owners then the condemnation process would start all over. Council Member Dye stated that it could cost the City more than the quote from G&G Dozer if someone goes on the property between now and the tax sale if someone goes on the property and gets hurt between now and then. Mayor Elliott requested clarification on why this did not qualify under the CDBG Revitalization grant and inquired whether it was due to them not completing the demolition form. Staff stated that that was the case. Staff added that there are about four (4) or five (5) more that are ready to go through the condemnation process. They reiterated that staff wanted to walk the Governing Body through the process in its entirety with one property before inundating the body with more. Council Member Burch inquired if there was any way that the property could be added to the landbank to recoup some of the cost. Mayor Elliott stated that that was not possible since the property owners could not be reached. Staff stated that this problem that they have run into with this property is the owners have been unreachable despite repeated attempts. Staff reiterated that this could be a recurring issue as we bring more properties into the condemnation process. Mayor Elliott stated that if the property went to tax sale the new buyer could be unwilling to proceed. Staff stated that this would be an expense but that it also opened the door for new revenue in the future with new construction.

**A MOTION WAS MADE BY COUNCIL MEMBER BUTTS, SECONDED BY COUNCIL MEMBER DYE TO ACCEPT THE BID FROM G&G DOZER TO DEMOLISH THE STRUCTURE AT 203 N. STATE.**

**MOTION CARRIES 3-0.**

**G.3. DISCUSS AND CONSIDER THE PURCHASE OF A PICKUP TRUCK FOR THE FIRE DEPARTMENT IN AN AMOUNT NTE \$20,000 FROM THE POLICE, FIRE, AND AMBULANCE FUND.**

Mayor Elliott stated that he had received word from Fire Chief Wood that he would like to hold off until all of the vehicles and equipment was serviced and tested to ensure that there are no major repairs needed. Mayor Elliott stated that the Governing Body's offer to give one of the Police Department's patrol cars to the Fire Department once their new vehicles arrived still stands.

**H. NEW BUSINESS**

**H.1. DISCUSS AND CONSIDER ORDINANCE 2026-05 UPDATING THE WATER RATES AND AUTHORIZE THE NECESSARY SIGNATURES.**

Staff stated that this is not updating numbers or pricing but strictly updating verbiage, similar to the sewer ordinance.

**A MOTION WAS MADE BY COUNCIL MEMBER BURCH, SECONDED BY COUNCIL MEMBER DYE TO APPROVE ITEM H.1. AS PRESENTED.**

**MOTION CARRIES 3-0.**

**H.2. DISCUSS AND CONSIDER THE PURCHASE OF A NEW RIVER PUMP FOR THE WATER PLANT.**

Mayor Elliott stated that there was an emergency at the water plant and one of the river pumps went down. Mayor Elliott inquired how many river pumps there were and staff confirmed that there were three (3). Staff stated that two of them are currently down and only one (1) is currently operating. Staff went on to state that the second one that is down has a check valve issue and when the company comes out to install the new pump, they would check the other pump currently offline to see what repairs on the second pump would cost. Staff went on to state that the turn-round time should be quick.

**A MOTION WAS MADE BY COUNCIL MEMBER DYE, SECONDED BY COUNCIL MEMBER BUTTS TO APPROVE THE PURCHASE OF A NEW RIVER PUMP FOR THE WATER PLANT.**

**MOTION CARRIES 3-0.**

**H.3. DISCUSS AND CONSIDER THE PURCHASE OF A NEW PUBLIC WORKS BUILDING AND PUTTING THE OLD BUILDINGS UP FOR SALE OR BID ONCE RELOCATION IS COMPLETE.**

Mayor Elliott stated that this had been being discussed for some time. Mayor Elliott stated that the owner of Patriot Service Company reached out and inquired if the City would be interested in purchasing the facility located at 101 E Fourth Ave. Mayor Elliott stated that the plan would be to sell the current buildings to help fund the purchase of the new building. He stated his intent to get with Legal for clarification on that process. He went on to state the intention of tearing down the old Fire Department building and then adding on to the metal building. He stated that the building is in rough shape but that it could be fixed. He thought it would be best to offer the building to Thornton Graphics since the properties are next to each other but wanted clarification from legal on that process since the building was City owned. Mayor Elliott stated that the Cemetery building would be put up for sale. He stated that the owner of 101 E Fourth Ave is seeking One hundred thousand dollars (\$100,000) for the facility. Mayor Elliott stated

that the plan would be to fence off half of the parking lot for court parking and allow for an impound lot for the Police Department. He went on to state that this would consolidate all of the Public Works' facilities into one location. Council Member Burch added that it would also be close to City Hall as well. Mayor Elliott went on to state that there is office space in the facility as well which would allow them to relocate fully to that one location. He went on to state that the utility bills were present for the Council to see what the expense of maintaining the current buildings were. Mayor Elliott stated that he was seeking the ability to negotiate with the owner. He went on to state that the funding would come directly from the General Fund and the sales of the old buildings would go back into the General Fund. Council Member Burch stated that this purchase would create a savings factor and that the old Fire Department building is dilapidated. Council Member Dye inquired what would happen after the offer is made. Mayor Elliott stated that he wanted to offer eighty thousand dollars (\$80,000) but stated that he would go from there and that he would like to get it under contract.

**A MOTION WAS MADE BY COUNCIL MEMBER DYE, SECONDED BY COUNCIL MEMBER BURCH TO AUTHORIZE THE NEGOTIATION OF THE PURCHASE OF THE PROPERTY LOCATED AT 101 E FOURTH AVE.**

**MOTION CARRIES 3-0.**

**I. DEPARTMENT REPORTS:**

**I.1. MAYOR – JOSH ELLIOTT**

I.1.1. Contacted different properties about acquiring easements for the booster pumps for the needed booster pump station needed for the Coffeyville Supply Line project.

**I.2. CITY CLERK – ADAM LANTER**

I.2.1. Easement letters have been mailed out to property owners.

I.2.2. EMC has accepted all of the documents for their audit.

I.2.3. The first quarter Planning and Zoning meeting will be held on March 17<sup>th</sup>.

**I.3. UTILITY CLERK – JALISSA JONES**

I.3.1. Sewer averaging has been completed, and the accounts have been updated to their specific average.

I.3.2. Water bills have been mailed out and are in the new template in lieu of the postcards.

I.3.3. Preparing for the audit.

**J. COUNCIL COMMENTS**

The were no Council comments.

**K. INFORMATIONAL**

K.1. A workshop will be held after the regular City Council meeting on March 16<sup>th</sup> to go over the changes to the livestock ordinance.

**L. ADJOURNMENT**

**A MOTION WAS MADE BY COUNCIL MEMBER DYE, SECONDED BY COUNCIL MEMBER BUTTS AT 6:56 PM.**

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Joshua D. Elliott, Mayor

Attest:

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Adam Lanter, City Clerk

**From:** Daniel Ellis <dellis@alliancepump.com>  
**Sent:** Tuesday, February 17, 2026 7:43 PM  
**To:** pwdept@caney.kscoxmail.com  
**Cc:** Mark Peden; Daniel Ellis  
**Subject:** Convert 4x4x9.5x3 Vertical Mounted Centrifugal Pit Pumps- From Packing to Mechanical Seal

DXP/Alliance Pump is pleased to requote City of Caney the conversion of Qty 2 4x4x9.5x3b Vertical Dry Pit Pumps. in the original quote

We only sent 1 individual relying on the city to provide another individual to help pull the pump out of the pit and reinstall the pumps. In this case we are including 2 service men.

Material including shaft sleeve and mechanical seal and gaskets	\$5,062
Labor 2 service men -pull 1 pump for repair	\$3,300
Truck charge	\$ 275
Shop teardown and repair of the pump	\$1,200
<b>SUBTOTAL 1 PUMPS</b>	<b>\$10,681</b>

- This differs from the original quote in that due to the age of the pump. We feel we will have to replace the sleeve on each pump due to scoring from the packing. If it is not necessary, we will reduce the cost of material by \$1,500 per pump less any restock fee.
- Also including 2 servicemen instead of 1 to remove the pump from the pit and out of the building.

**SECOND PUMP**

Material for repair	\$5,062
Labor 2 service men-Install repaired pump 1and pull Pump 2	\$3,300
Truck Charge	\$ 275
Shop teardown and repair of the pump	\$ 1,200
Trip to reinstall pump 2 after repair in shop	\$ 3,275
<b>SUBTOTAL PUMP 2</b>	<b>\$14,156</b>

- Will grant a credit for each pump on material of \$1,500 less restock fee if do not need a shaft sleeve.
- It will take 2 servicemen to remove the pump from the pit and reinstall the repaired pump
- Crane pumps (Deming) has implemented 1 price increase and in many cases depending on the equipment 2 since we last quoted you.

- This includes start up of the pumps.
  
- **Reasons for quote increase for Project from 2024;**
  - 1) \$3,000 for shaft sleeve replacement and additional price increases from factory.
  - 2) \$3,000 for second serviceman
  - 3) Never included cost for pump 2 trip to install the pump \$3,000
  - Since we will have to change the shaft sleeve most likely, it is highly recommended that be done in our shop. .
  - Caney was going to provide us with a second person who understood the effort and removal of the pumps originally.

Please call with questions. Thanks for the consideration.

Dan Ellis  
DXP/Alliance Pump  
8162666557





# Main Street Auto and Tire LLC

118 E 4TH AVE  
Caney, KS. 67333  
Phone: (620)-306-6008 | Fax: ()-

Invoice # 009640  
Original Est # 12810

Where We Treat Others Like We Want To Be Treated

## Invoice

**Balance Due: \$250.62**

<b>CITY OF CANEY -</b>	<b>2006 Ford - Explorer</b>	Work Complete:	10/09/2025
100 W 4TH	4L, V6 (244CI) VIN(E)	Service Advisor:	SHERI MONTG...
Caney, KS 67333	VIN: 1FMEU74E3 6ZA07789	Customer ID:	59
Cellular: 620-879-2141	Odometer: In 182,373	Printed Date:	02/23/2026
Home: - -	License Plate: 92460 KS		
	Color: PEWTER		
	Unit: 101		

Type	Description	Part #	Qty	Sale	Total
<b>BUNCH OF ISSUES DIAGNOSE AND GIVE ESTIMATE FOR REPAIR</b>					
					<b>\$247.55</b>
Part	DURALAST ALTERNATOR	DL3518-16-2	1.00	\$172.55	\$172.55
Labor	ALTERNATOR ASSEMBLY - Remove & Replace - V6 - [Includes: Test.]				\$75.00
Parts:	\$172.55	Labor:	\$75.00	Tax:	\$0.00
				Total:	\$247.55

<b>Order</b>					<b>\$3.07</b>
Misc	Hazardous Materials				\$0.92
Misc	Shop Supplies				\$2.15
Total:	\$3.07	Tax:	\$0.00		

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose to testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on parts and labor is 3 MONTHS OR 3,000 MILES WHICHEVER COMES FIRST. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.

\*ALL OPEN ACCOUNTS AFTER 30 DAYS ARE SUBJECT TO 1.5% INTEREST ADDED TO BILL.  
ALL OPEN ACCOUNTS AFTER 90 DAYS WITHOUT APPROVAL WILL BE DEEMED BAD DEBT AND A LIEN WILL BE APPLIED TO CUSTOMER CAR.

\*ALL VEHICLES SUBJECT TO STORAGE FEES DUE TO FAIL OF PAYMENT, FINAL BILL IS RELEASED TO CUSTOMER ACKNOWLEDGING VEHICLE IS COMPLETED. STORAGE FEES ARE 25 DOLLARS A DAY, CAN AND WILL START 48 HRS OF WORK COMPLETED UNLESS PRIOR ARRANGEMENTS ARE MADE. ALL VEHICLES WILL BE STORED OUTSIDE AND THE SHOP NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE.  
\*RE-TORQUE WHEELS AFTER 500 MILES

Labor	\$75.00
Parts	\$172.55
Hazardous Materia	\$0.92
Shop Supplies	\$2.15
<b>Subtotal</b>	<b>\$250.62</b>
Taxes	\$0.00
<b>Order Total:</b>	<b>\$250.62</b>

Signature \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  
Technician(s) :ELLIOTT, AARON



# Main Street Auto and Tire LLC

118 E 4TH AVE  
Caney, KS. 67333  
Phone: (620)-306-6008 | Fax: ()-

Invoice # 010137  
Original Est # 13635

Where We Treat Others Like We Want To Be Treated

## Invoice

**Balance Due: \$398.97**

**CITY OF CANEY -**  
100 W 4TH  
Caney, KS 67333  
Cellular: 620-879-2141  
Home: - -

**2011 RAM - Cab & Chassis - 3500 HD**  
6.7L, In-Line6 (408CI) VIN(L)  
VIN: 3D6WU7ELX **BG614380**  
Odometer: In 189,456

License Plate: 96795 KS  
Color: WHITE

Work Complete: 01/13/2026  
Service Advisor: SHERI MONTG...  
Customer ID: 59  
Printed Date: 01/14/2026

Type	Description	Part #	Qty	Sale	Total
<b>Job Title</b>					<b>\$395.90</b>
Part	INTERSTATE BATTERIES 30 MONTH FREE REPLACEMENT / 6 YEAR PERFORMANCE	MTP-94R/H7	2.00	\$197.95	\$395.90

Parts: \$395.90    Labor: \$0.00    Tax: \$0.00    Total: \$395.90

<b>Order</b>					<b>\$3.07</b>
Misc	Hazardous Materials				\$0.92
Misc	Shop Supplies				\$2.15
Total:	\$3.07	Tax: \$0.00			



I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose to testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on parts and labor is 3 MONTHS OR 3,000 MILES WHICHEVER COMES FIRST. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.  
ALL OPEN ACCOUNTS AFTER 30 DAYS ARE SUBJECT TO 1.5% INTEREST ADDED TO BILL.  
ALL OPEN ACCOUNTS AFTER 90 DAYS WITHOUT APPROVAL WILL BE DEEMED BAD DEBT AND A LIEN WILL BE APPLIED TO CUSTOMER CAR.

Labor	\$0.00
Parts	\$395.90
Hazardous Materia	\$0.92
Shop Supplies	\$2.15
<b>Subtotal</b>	<b>\$398.97</b>
Taxes	\$0.00
<b>Order Total:</b>	<b>\$398.97</b>

Signature \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  
Technician(s) :ELLIOTT, AARON

**ORDINANCE 2026-06**

**AN ORDINANCE AMENDING CHAPTER 15 (UTILITIES), ARTICLE 1 (WATER), SECTION 15-115 (WATER RATES), BY ADDING A NEW SUBSECTION (C), FOR PURPOSES OF ESTABLISHING A COMMERCIAL/INDUSTRIAL WATER RATE, AND A NEW SUBSECTION (D), FOR PURPOSES OF ADDING A WATER PROTECTION FEE:**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CANEY, KANSAS.**

**Section 1.** That Chapter 15 (Utilities), Article 1 (Water), Section 15-115 (Water Rates), of the Code of the City of Caney, Kansas, be and is hereby amended to add a new Subsection (c), as follows:

(c) Commercial/Industrial Water Rate: the following monthly rate shall apply to Commercial/Industrial Units, as defined in Section 15-101:

Industrial Rate 1 (inside city limits) – base rate of \$46 per month plus a Usage Rate of \$10.00 per every 1,000 gallons.

Industrial Rate 2 (outside city limits) – base rate of \$46.25 per month plus a Usage Rate of \$10.00 per every 1,000 gallons.

**Section 2.** That Chapter 15 (Utilities), Article 1 (Water), Section 15-115 (Water Rates), of the Code of the City of Caney, Kansas, be and is hereby amended to add a new Subsection (d), as follows:

(d) Water Protection Fee. Pursuant to K.S.A. 82a-954, a clean water rate is established and applicable to all water customers in the amount of \$0.000032 per gallon.

**Section 3.** This ordinance shall take effect upon publication of a summary hereof in the official City newspaper.

**Section 4.** Any ordinance or part thereof, in conflict herewith is hereby repealed.

**PASSED AND APPROVED by the Governing Body of the City of Caney, Kansas on  
this 2 day of March, 2026.**

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Joshua D. Elliott, Mayor

Attest:

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Adam Lanter, City Clerk



# **REQUEST FOR QUALIFICATIONS**

**\*\*FOR ATTORNEY SERVICES\*\***

Date of Issuance: 02/11/2026

Issuing Agency: City of Caney, KS

Project Title: Caney Water Supply and Improvement Projects

Submission Deadline: 03/02/2026

## **Overview**

The City of Caney, Kansas (“City”) is soliciting proposals from qualified attorneys or law firms with demonstrated experience in real estate, municipal law, and easement acquisition to provide legal services related to easement acquisition required for the construction of a waterline connecting Caney to Coffeyville water supply.

The purpose of this Request for Proposals (RFP) is to secure specialized legal assistance related to the acquisition and documentation of easements necessary for the planning, construction, operation, and maintenance of the proposed water line. The project is intended to enhance the City’s long-term water supply reliability and may require the acquisition of permanent and temporary easements across privately owned properties and, potentially, other public or utility-owned lands between Caney and Coffeyville.

The selected attorney or law firm will assist the City with all legal aspects of easement acquisition for this project, including but not limited to: reviewing title commitments; coordinating with surveyors and engineers on legal descriptions; drafting and negotiating easement agreements; advising on statutory requirements under Kansas law; assisting with property owner communications; and providing legal representation in the event that negotiations are unsuccessful and condemnation or other legal remedies are required.

The attorney will work closely with City staff, project engineers, and other consultants to ensure all easements are properly obtained, recorded, and compliant with applicable federal, state, and local regulations, including any requirements associated with project funding sources.

This RFP is issued for the purpose of establishing a professional services agreement for the duration of the Caney–Coffeyville water line project. The City reserves the right to select the proposal that best serves the interests of the City, to negotiate the scope of services and fees, and to reject any or all proposals.

## **Background**

The City of Caney, Kansas is planning a water transmission line project to connect the City’s water system to the Coffeyville water supply in order to improve long-term water reliability and system resilience. The project will provide an additional source of treated water to support current needs and future growth.

Construction of the water line will require the acquisition of permanent and temporary easements across multiple properties located between Caney and Coffeyville. To support this effort, the City is seeking qualified legal counsel with experience in easement acquisition and municipal infrastructure projects to assist with the preparation, negotiation, and documentation of the required easements in compliance with applicable Kansas law and any funding-related requirements.

## **Description of Services**

The selected attorney or law firm shall provide legal services related to the acquisition and documentation of easements necessary for the Caney–Coffeyville Water Line Project. Services may include, but are not limited to, reviewing title information; coordinating with surveyors and engineers on legal descriptions; drafting, reviewing, and negotiating permanent and temporary easement agreements; advising the City on applicable Kansas statutes and procedures; assisting with property owner negotiations; and ensuring proper execution and recording of easement documents.

Services may also include legal representation and advice related to eminent domain or condemnation proceedings, if required, and coordination with City staff and project consultants to ensure all easement

acquisitions comply with applicable local, state, and funding-related requirements.

## **Scope of Work**

The selected Attorney/Firm will provide the following services:

### **Easement Process Support**

- Coordination with the Engineer throughout the easement acquisition process.
- Prepare easement documents incorporating construction details provided by the Engineer
- Represent the City in negotiations with landowners to obtain easement signatures, as needed.
- Obtain consent from lienholders when required.
- File fully executed easements with the Montgomery County Register of Deeds.
- Attend progress meetings as required.

### **Property Acquisition Agreements**

- Prepare lease and/or purchase agreements for land required for installation of waterline improvements infrastructure.
- Represent the City in negotiations with landowners.

### **Contract Document Review**

- Review bid-letting procedures, construction contracts, and all associated surety and contractual bonds.
- Attend Council meetings when requested.

## **Evaluation Criteria**

Submissions will be evaluated on:

- Relevant experience and expertise.
- Demonstrated success in similar engagements.
- Cost-effectiveness.
- References and overall professional reputation.

All criteria will be graded on a scale of one (1) to five (5), with one (1) being the low score and five (5) being the high score.

## **Submission Deadline**

All responses must be received by 4:00 PM via [asibley@caneyks.com](mailto:asibley@caneyks.com) sealed bid mailed or dropped off 100 W. 4<sup>th</sup> Ave Caney, KS 67333 Late submissions will not be considered.

## **Contact Information**

For questions or clarifications, contact:

Andrea Sibley  
City Administrator  
620.879.2772  
[asibley@caneyks.com](mailto:asibley@caneyks.com)

**City of caney**  
100 w. 4<sup>th</sup> ave caney, ks 67333

# CANEY EASEMENT ATTORNEY RFQ SCORING RUBERIC

	Davis Business Law	Mitchell Legal	Emert Chubb, LLC
Andrea Sibley	18	11.5	11
Andy Long	16	11	11
Adam Lanter	17	10	15

\*All scoring was on a 1-20 scale with 20 being the high rating.

\*\* Bids were reviewed on March 10, 2026 at 1:08 pm.

\*\*\* Bids were graded on relevant experience and expertise, demonstrated success in similar engagements, cost effectiveness, references and overall professional reputation.

Andrea Sibley: Andrea Sibley

Andy Long: Andy Long

Adam Lanter: Adam Lanter



# DAVISBUSINESSLAW

SMART BUSINESS DECISIONS

[www.davisbusinesslaw.com](http://www.davisbusinesslaw.com)

**Sarah M. G. Hewitt**

Licensed in Missouri & Kansas

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March 4, 2026

SENT VIA EMAIL: [asibley@caneyks.com](mailto:asibley@caneyks.com)

Dear Ms. Sibley:

I, Sarah Hewitt, write in response to your Request for Qualifications for attorney services. This opportunity was relayed to me this morning by Ben Coltrane in light of the work Davis Business Law and I have done with Midwest Engineering Group, LLC on a very similar project. I apologize for the briefness of this proposal, as I know your deadline has passed, I chose to submit in a timely rather than extensive fashion. Please note, I am available for interview at your request.

At Davis Business Law, we are dedicated to helping clients deal with the complex vulnerabilities they face. Our law firm works with clients to make smart business decisions. We are capable and eager to assist Caney in this project to construct a waterline connecting Caney to Coffeyville's water supply.

You have requested specific information regarding my qualifications to do the following tasks: reviewing title information, coordinating with surveyors and engineers, drafting, and negotiating permanent and temporary easements. As you will see by the attached resume, I spent the first five (5) years of my practice working at Lake of the Ozarks in central Missouri. It should come as no surprise that a community, expansively and quickly built, with inconsistent to no zoning provisions or city planning would develop substantial property law issues. I spent my time there working with multiple cities to correct these property issues. I also worked closely with the individuals who wished to protect their property rights against governing bodies. Because of this, I am well versed in how to develop and protect property interests. I have also spent much of my time working closely with surveyors and engineers who participated in my many trials as experts and relayed much of their well-earned knowledge in the process. I have prepared many lease and purchase agreements, as well as worked closely with title companies and am utterly confident reviewing contracts as requested. If my skill set is insufficient, Davis Business Law also has a team of approximately twenty (20) fellow and highly experienced attorneys who consistently and successfully collaborate on projects. For a list of all Davis Business Law Attorneys' expertise and bios, I recommend viewing <https://davisbusinesslaw.com/>.

**Kansas City Office**

11050 Roe Avenue, Suite 212  
Overland Park, Kansas 66211  
(913) 354-2056

**Additional Locations**

**Oklahoma**  
Oklahoma City,  
Edmond & Enid

**Texas**  
Dallas, Ft. Worth,  
Austin & San Antonio

**Kansas**  
Kansas City & Wichita

**Colorado**  
Denver

On projects such as these, we bill at \$300 per hour for attorneys and \$150 per hour for paralegals. We request a deposit based upon the size of the project, but based upon experience, the deposit requested will be between \$3,500-\$4,500. As a positive deposit firm, we provide weekly bills to clients for ease of review and progress tracking. Additional funds required are requested in advance to ensure transparency on both the work created and the cost.

I look forward to future discussions regarding this project. Again, I am available to provide an interview and additional information upon request, as well as references.

Thank you for your time and attention this matter,

Sincerely Yours,



Sarah M. G. Hewitt

# Sarah M. G. Hewitt

11146 Whispering Lane • Kansas City, KS 66109 • (913) 424-7171 • smg424@gmail.com

## LICENSURE

Missouri Bar #72496

Kansas Bar #30934

## EDUCATION

**University of Missouri School of Law, Columbia, MO, J.D., Graduated May 2019**

Certificate in Dispute Resolution, May 2019

• Completed over one hundred hours of training in negotiation, mediation, dispute system design, and counseling. GPA: 84.806

## **Honors and Activities:**

- Alternative Dispute Resolution Organization, *President, 2017 & 2018*
- Student Bar Association, *1L & 2L Representative, Vice President, 2016—2019*
- Student, Faculty and Relations Committee, *1L, 2L, & 3L Representative, 2016—2019*
- CALI Award, *Fall 2016*
- Women's Law Association, *2016—2019*
- Pi Alpha Delta, Law Fraternity, *2017—2019*
- Journal of Dispute Resolution, *2L Associate Member & 3L Design Editor, 2017—2019*
- Veterans Clinic, *Associate, Spring 2019*

**Drake University, Des Moines, IA, B.A. magna cum laude, Graduated May 2016** Major: Public Relations; Minors: Business Studies with a concentration in Human Resource Management & Psychology  
GPA: 3.89, President's List, 5 Semesters

## RELEVANT PROFESSIONAL EXPERIENCE

**Davis Business Law, Associate, November 2025 – Current**

- Guided, developed, and provided legal advisement to a variety of organizations including private and public entities through extensive property, contract, business, general liability, and real estate matters, both transactional and litigious.

**McCoy Leavitt, Laskey, Associate, April 2025 – October 2025**

- Managed a case load of substantial litigation matters for the purposes of insurance defense in areas of personal injury, property damage, and contractual disputes.

**The Williams Law Firm, Associate, May 2020 – March 2025**

- Created, analyzed, and managed an independent case load, which encompassed both transactional and litigation matters in the practice areas of contract drafting and disputes, business organizations, property, real-estate, commercial, domestic, and probate law.

**The Williams Law Firm, Law Clerk, May 2019 – November 2019**

- Experienced, assisted, and learned about the general practice of law in preparation of becoming an associate attorney.

**University of Missouri Health Care, Compliance Externship, August 2018—December 2018**

- Reviewed upcoming policy changes and applied said changes to the organization, researched case law and policy, and determined areas of dispute resolution needs.

**Hines & Wilson Law Firm, Law Clerk, January 2018—May 2019**

- Managed over one hundred client cases in workers compensation, researched policy and case law, interviewed clients, attended mediations, and conducted investigations.

**PROPOSAL OF EMERT CHUBB, LLC**  
*for Legal Services Relating to Caney-Coffeyville Water Line Project*

**Law Firm Background:**

Emert Chubb, LLC is a 3-person law firm located in Independence, Kansas, but with a multi-county practice consisting of Jeff Chubb, Cole Hoffmeister and Seth Jones. Two of the firm members, Jeff Chubb and Seth Jones have an interest in providing the services being sought by the City of Caney. The background and experience of those two attorneys is as follows:

**Jeff Chubb:**

- Licensed attorney in the State of Kansas since 1980
- Has served as City Attorney for Independence for 30+ years
- Has served as City Attorney for multiple other smaller cities in the regions
- Has many years of experience in general real estate matters, municipal matters, easements, rights-of-way, eminent domain cases, and related matters
- With Seth Jones' assistance, preparation of the paperwork/easements regarding the water pipeline recently installed between Independence and Bartlett Soybean Plant

**Seth Jones:**

- Licensed attorney in the State of Kansas since 2009
- Multiple years' experience as a City Attorney for cities in Southeast Kansas, including Erie, Cherryvale, Thayer, Altoona
- Has served as County Counselor for Neosho County; duties included obtaining easements for road and bridge projects
- Representation of multiple rural water districts on a variety of matters including the obtaining of easements for water lines being installed and constructed by the rural water districts

**Time is of the Essence:**

It is noted that the City of Caney wants the easements to be in place by the end of April, 2026. For this reason, the following areas of work that need to be done should be started immediately, if possible:

- Precise location of the route of the pipeline.
- Identification of landowners of property being crossed by the pipeline.
- Creation of legal description of where the pipeline will pass on each landowner's property.
- Finalizing wording of any easement document to be presented to landowners.
- To the extent that the water pipeline will cross pre-existing pipelines, roads, railroad tracks, or the like, negotiations should be started immediately to address those specialty matters.
- For a reluctant landowner, any eminent domain proceeding should be initiated in early April in order to have the easement in place by the end of April.

## **Recommendations:**

It is recommended to the City of Caney that the initial contact with landowners, once identified, should come from a member of City staff, a member of the engineering firm, or a “land man” specifically hired for this purpose. Diagrams and a packet of information should be made available to each landowner for transparency and full disclosure. Hopefully, most of the easements can be acquired in this manner and would not involve hands-on contact by the attorneys with the landowners.

If there is a reluctant landowner, the law firm selected should take over and negotiate with the landowner, if possible, and if not, initiate eminent domain.

## **Miscellaneous:**

We have many years of experience in reviewing contract documents, working with engineers and surveyors, working with title companies on legal descriptions, and negotiating easements with landowners. There are no items of work listed in the RFP that we have not participated in before. We feel confident we can work with the City of Caney and bring in timely completion of the project.

## **Compensation:**

We would agree to work on an hourly basis with a rate of \$250.00 per hour plus mileage at the IRS recognized rate which is currently 0.70¢ per mile. Out-of-pocket expenses actually incurred, such as recording fees on easements, are to be reimbursed on a dollar for dollar basis. We do not charge extra for copies or postage unless excessive mailing and copy work is involved. At that point we would charge for actual expense incurred for copying and postage. We would anticipate billing on approximately a monthly basis with an itemized billing for full disclosure.

## **References:**

- City of Independence, Kelly Passauer, City Manager
- City of Cherryvale, Michael Hall, City Administrator
- City of Longton, Bonnie Foged, City Clerk
- City of Sedan, Lana Robinson, City Clerk
- City of Elk Falls, Charlene Weakley, City Clerk
- City of Thayer, Ronda Culbertson, City Clerk
- Bartlett Soybean Plant, Bill Webster, Vice President
- City of Erie, JT Thompson, Council Member

March 3, 2026

**Via Email – [asibley@caneyks.com](mailto:asibley@caneyks.com)**

Ms. Andrea Sibley  
City Administrator  
City of Caney, Kansas  
100 W. 4<sup>th</sup> Avenue  
Caney, Kansas 67333

Re: Caney Water Supply and Improvement Projects – Request for Qualifications

Dear Ms. Sibley:

Please consider this communication the Submission of Mitchell Legal PLLC (“Firm”) to the referenced Request for Qualifications (“Submission”).

The Firm has reviewed the Request for Qualifications paying particular attention to the sections titled “Description of Services” and “Scope of Work.” The Firm and its legal professionals have developed a specialized expertise in construction law for over twenty-four (24) years. During that period of time, the Firm and its legal professionals have worked closely on construction projects with design professionals, owners, general contractors, sub-contractors, materialmen and suppliers and sureties to ensure successful and timely completion, which has included, without limitation:

- a) review and preparation of contract documents;
- b) general guidance from construction commencement to completion concerning bid mistakes and protests; design defects; differing site conditions; non-payment; default terminations; changes; delays and suspensions of work;
- c) interpretation and enforcement of contract provisions; and,
- d) resolution of disputes involvement payment bonds; materialmen’s and mechanic’s liens and disputes concerning defects.

The Firm and its legal professionals have an excellent reputation as demonstrated by the following peer reviews:

- a) AV Preeminent Rating by Martindale-Hubbell, which is the highest possible rating a lawyer can receive and is established entirely on a peer-review basis; and,
- b) Super Lawyers designation in Construction Litigation, which identifies the top 5% of attorneys in each state using a multi-phase process including peer nominations, as well as, 12 indicators of professional achievement and blue ribbon peer evaluations.



I have attached a draft Engagement Agreement for your review. Lawrence Purvis will be the lead attorney at the Firm on this engagement. Mr. Purvis has been licensed with the Kansas Bar Association since 1999. If you have any questions or need any additional information, please let me know. Thank you.

Sincerely,



Brian L. Mitchell  
For the Firm

*Enclosures*

March 3, 2026

Joshua Elliott, Mayor  
City of Caney, Kansas  
100 W. 4<sup>th</sup> Avenue  
Caney, Kansas 67333

Re: Engagement of Mitchell Legal PLLC

To Whom It May Concern:

Our Firm appreciates the opportunity to represent you ("**Client**") as legal counsel in connection with your litigation and counseling needs related to Caney Water Supply and Improvements Projects ("**Engagement**"). Subject to the Client's approval of the terms described in this Engagement Agreement, this letter will constitute acceptance of employment by the Firm effective as of the date approved by the Client.

It is our intention to give the Client's legal affairs prompt attention and to keep the Client informed of progress with respect to the Engagement. Please accept our invitation to make inquiry, if you are interested in knowing the status of any matter we are handling on the Client's behalf. We will endeavor to furnish the Client with copies of all material, correspondence, memoranda, agreements, and other documents relating to the services we perform.

My current hourly rate is \$300.00. The current hourly rates for other members and associate attorneys are \$250.00-300.00. The current hourly rate for our legal assistants is \$185.00. These rates are adjusted periodically, usually at the beginning of each calendar year. We will charge our current hourly rates for our services on this Engagement, as adjusted by the Firm from time to time. The hourly calculation is made based upon the time spent in performing legal services, including telephone and office conferences, preparation of communications, drafting documents, reviewing records, legal research, travel time and any other services necessary or requested for the Engagement. We bill in increments of 1/10th of an hour. We will utilize lower rate individuals where appropriate and circumstances permit, consistent with our goal to provide legal services in an efficient manner ("**Fees**").

In addition to the charges for time spent by members of the Firm, full reimbursement will be required for all expenses incurred by the Firm, including, for example, the following:

- a. Long distance telephone calls;
- b. Facsimile charges;
- c. Postage and delivery charges;
- d. Photocopy charges;
- e. All expenses advanced in connection with the Engagement for outside services and charges, including expert witnesses and courtroom technology service providers;



- f. Travel charges and expenses of counsel or other employees of the Firm incurred in connection with the Engagement;
- g. Overtime charges for staff, if required in order to meet Engagement deadlines; and
- h. Digital scanning of Engagement documents will be billed at a per page scan charge of 25¢ ("**Expenses**").

We may, at our option, advance expenses on the Client's behalf or look to the Client for timely direct payment to a vendor. We may advance nominal and customary costs for expenses, such as copies, filing fees, long distance transmission, conference call services, postage, couriers, subpoena costs and travel costs, which the Client agrees to promptly reimburse.

We will ordinarily provide the Client with a monthly statement reflecting the services rendered and expenses advanced in connection with the Engagement. Payment in full of all charges is due upon receipt of the statement. If any explanation of charges is desired, we will provide it promptly upon receipt of the Client's request for information. If payment of the monthly charges is not timely, we reserve the right, at our option, not to take further action in connection with our representation of the Client until the account is brought current. Past due balances will accrue interest at the rate of 1.5% per month until paid in full. We also reserve the right to terminate the Engagement and collect amounts due to us in the event payment is not timely made. If the Firm incurs professional time and expense to collect an unpaid account balance, the fees and expenses of the collection effort will be recoverable from the Client in addition to the amounts due on the account.

As the Client's legal counsel, we will have the sole discretion to determine the accommodations to be granted opposing counsel, if any, in all matters not directly affecting the merits of the matters we may be handling for the Client. The Client agrees that we are authorized to extend professional courtesies where we deem it appropriate, and that the Client will not demand that we do anything repugnant to our own sense of honor and propriety.

This Engagement Agreement is terminable, by the Firm or the Client, upon delivery of written notice of intent to terminate. However, termination of this Engagement Agreement shall not affect the Client's responsibility for payment of all fees and reimbursement of all expense advances incurred prior to the date of termination. Any future modifications to these terms of engagement must be in writing, signed by all parties to this Engagement Agreement, to become our binding Agreement.

If the terms of this Engagement are acceptable to the Client, please execute this letter and return it to me. Please keep a copy for your file. We appreciate the confidence expressed in the Firm. Please do not hesitate to contact me should there be any questions concerning any of the provisions contained in this letter of engagement.

Sincerely,



Brian L. Mitchell  
For the Firm

AGREED TO effective March \_\_\_\_\_, 2026.

**CITY OF CANEY, KANSAS**

By: \_\_\_\_\_ Dated  
Joshua Elliott, Mayor

Enclosure

**MITCHELL LEGAL PLLC**

**YOUR BILLING OPTION ELECTION**

Mitchell Legal PLLC offers its clients an option to receive invoices via electronic transmission. If you would like to receive our invoices via e-mail, please make your selection below and return this form to me.

I choose to receive Mitchell Legal PLLC invoices by:

- E-Mail transmission.  
By selecting this option, I agree and understand that it is my responsibility to process the invoice in the same manner and on the same terms as if a paper invoice were issued.

Please send all invoices to: \_\_\_\_\_  
EMAIL ADDRESS

- U.S. Postal Service  
By selecting this option, I understand that a paper invoice will be generated and delivered to me by the U.S. Postal Service.

Please send all invoices to: \_\_\_\_\_  
NAME

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY, STATE & ZIP CODE

\_\_\_\_\_  
CLIENT SIGNATURE

\_\_\_\_\_  
DATE



**City of Caney**  
**KMIT - Workers Compensation Quote for 2026**  
 Based on Estimated 2026 Payroll  
 Policy Term: January 1, 2026 - December 31, 2026

<u>Classification</u>	<u>Class Code</u>	<u>Payroll</u>	<u>Modified Rate</u>	<u>Premium</u>
Street or Road Construction: Paving or Repaving & Drivers	5506	\$265,200	3.48	\$9,235
Waterworks Operation & Drivers & Salespersons	7520	\$89,440	2.28	\$2,039
Firefighters and Drivers	7710	\$313,420	3.52	\$11,018
Police Officers & Drivers	7720	\$350,580	2.31	\$8,114
Clerical Office Employees NOC	8810	\$218,280	0.10	\$226
<b>Totals:</b>		<b>\$1,236,920</b>		<b>\$30,633</b>

**Make Checks Payable To:**  
 KANSAS MUNICIPAL INSURANCE TRUST

**Send Payment To:**  
 Kansas Municipal Insurance Trust  
 PO Box 541  
 Shawnee Mission, KS 66201-0541

Experience Mod:	1.52	
Standard Premium:		\$46,562
Discount:		5%
Discounted Premium:		\$44,234
Expense Constant:		\$200
<b>Annual Contributions:</b>		<b>\$44,434</b>
<b>Prorata Contributions:</b>		<b>\$33,478</b>



**CITY OF CANEY**

**Your Business**

**CITY OF CANEY**  
PO BOX 129  
CANEY, KS 67333-0129

**Your Agent**

**ACRISURE MIDWEST PARTNERS  
INS SVCS LLC**  
PO BOX 510187  
NEW BERLIN, WI 53151-0187

**Your Quote**

Quote: 8X98920 005  
Prepared on 03/10/2026  
Policy Term: 04/01/2026-04/01/2027

**Valid Through: 04/24/2026**

**Your Account Summary**

**Your Premium Estimate**

Commercial Property (Version #5)	\$87,610.00
General Liability (Version #5)	\$7,669.00
Workers' Compensation (Version #5)	\$36,104.00
Inland Marine (Version #2)	\$3,527.00
Business Auto (E-04)	\$48,903.00
Commercial Umbrella (J-14)	\$5,636.00
Govt Crime/Fidelity Package (F-01)	\$459.00
Linebacker - Claims Made (K-01)	\$8,469.00
Law Enforcement Liability (G-02)	\$7,916.00

**Total Account Premium Estimate** **\$206,293.00**

**Your Policy**

**Benefits Include...**

- 1 Industry leading loss control services to help protect your business
- 2 Flexible payment options designed to fit your needs
- 3 Fast, responsive claims service when you need it

**Your Payment Options**



**Electronic Funds Transfer (EFT)**

Set up automatic payments and skip transaction fees with EFT. Sign up in Policyholder Access or contact your agent to get started.



**Online**

**www.emcinsurance.com**  
Visit our website to make a single payment by eCheck or credit/debit card.



**Mail**

Submit check, money order or cashier's check to our centralized lockbox.

## ORDINANCE 2026-XX

**AN ORDINANCE AMENDING CHAPTER 2 (ANIMAL CONTROL AND REGULATION), ARTICLE 1 (ANIMALS AND FOWL GENERALLY), SECTION 2-102 (KEEPING OF ANIMALS) , REGARDING REGULATIONS FOR THE KEEPING OF HORSES, CATTLE, SHEEP, GOATS, AND LLAMAS WITHIN THE CITY LIMITS OF THE CITY OF CANEY, KANSAS:**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CANEY, KANSAS.**

### **Section 1. Keeping of Animals.**

**2-102. General Provisions.** Any person who shall within the City of Caney, Kansas, harbor or keep horses, cattle, sheep, goats, and or llamas shall comply with the following requirements:

- a. There shall be a minimum of 200 sq. feet per animal fenced or penned at least 25 feet away from the property line of the party harboring or keeping said animal or animals.
- b. All such pens or areas fenced for said livestock shall be at least 50 feet from any residence, including the residence of the party harboring or keeping said livestock on their property.
- c. The person harboring or keeping said livestock must maintain a grass cover within the fenced in or penned area, and waste from the animals must be disposed of and removed from the property.
- d. There shall be appropriate fly and insect control in harboring or keeping said animals.

**2-103. Fowl.** The keeping of fowl within city limits is hereby prohibited.

**2-104. Exceptions.** This ordinance does not cover dogs or cats which are dealt with in other ordinances of the City of Caney.

**2-105. Violations.** A person convicted of a violation of this ordinance may be sentenced A may be sentenced to pay a fine of not less than \$50.00 nor more than \$500.00.

**2-106. Application.** The residents must re-apply every 60 days to ensure compliance with this ordinance.

**Section 2.** All subsequent sections of this article are hereby re-number to allow for the addition of the before mentioned sections of this ordinance.

**Section 3.** This ordinance shall take effect after its publication in the official City newspaper.

**Section 4.** Any ordinance or part thereof, in conflict herewith is hereby repealed.

**PASSED AND APPROVED by the Governing Body of the City of Caney, Kansas on this \_\_\_\_\_ day of April, 2026.**

\_\_\_\_\_  
Joshua D. Elliott, Mayor

Attest:

\_\_\_\_\_  
Adam Lanter, City Clerk