



# REGULAR COUNCIL MEETING SEPTEMBER 17, 2025

Wednesday, September 17, 2025 at 6:30 PM  
Council Chambers, 520 N. Commercial Ave.

## AGENDA

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*Council Meeting will be broadcast on Facebook Live. Click to visit our [Facebook Page](#).*

### CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

Mayor Bryan Chapman opened the Council Meeting at \_\_\_\_\_ (time).

The Mayor led the Pledge of Allegiance.

Council Members present

Kramer Siemens \_\_\_\_\_

Jeremy Burkholder \_\_\_\_\_

Josh Liby \_\_\_\_\_

Dan Hartman \_\_\_\_\_

Brenda DeHaven \_\_\_\_\_

Others present \_\_\_\_\_

### APPROVAL OF AGENDA

Motion to approve the agenda as presented.

Motion by \_\_\_\_\_

Second by \_\_\_\_\_

### HEARINGS / PRESENTATIONS / PUBLIC FORUM

#### STAFF REPORTS

1. Kyle Nordick, City Administrator
2. McDonald Tinker PA, City Attorney

#### CONSENT AGENDA

Motion to approve the Consent Agenda as presented.

Motion by \_\_\_\_\_

Second by \_\_\_\_\_

- [3.](#) Minutes of September 3, 2025, Regular Meeting
- 4. Approval of Payroll September 12, 2025 Amount \$28,788.28
- [5.](#) Approval of General Disbursement Checks Amount \$103,397.59

**OLD BUSINESS**

- [6.](#) Ordinance 915 - Common Consumption Area  
Motion to approve ordinance 915 as presented.  
Motion by \_\_\_\_\_  
Second by \_\_\_\_\_

**NEW BUSINESS**

- [7.](#) Discuss and Consider Development Agreement - Lange Real Estate  
Motion to approve the development agreement with Lange Real Estate as presented.  
Motion by \_\_\_\_\_  
Second by \_\_\_\_\_
  
- [8.](#) Discuss and Consider Work Order No. 25-03 - PEC  
Motion to approve Work Order No. 25-03 with PEC as presented.  
Motion by \_\_\_\_\_  
Second by \_\_\_\_\_
  
- [9.](#) Emergency Water Supply Plan - City of Sedgwick  
Motion to approve the revisions to the Emergency Water Supply Plan for the City of Sedgwick, Kansas as presented.  
Motion by \_\_\_\_\_  
Second by \_\_\_\_\_
  
- [10.](#) 2025 STO and UPOC Updates  
Motion to approve Ordinance 918, an ordinance amending the Code of the City of Sedgwick to incorporate by reference the Standard Traffic Ordinance for Kansas cities 2025 edition; and Ordinance 919, an ordinance amending the Code of the City of Sedgwick to incorporate by reference the Uniform Public Offense Code for Kansas cities 2025 edition as presented.  
Motion by \_\_\_\_\_  
Second by \_\_\_\_\_

**GOVERNING BODY REMARKS**

## ADJOURN

Motion to adjourn the Regular Council Meeting at \_\_\_\_\_ PM.

Motion by \_\_\_\_\_

Second by \_\_\_\_\_

**The Governing Body will hold a Workshop following adjournment of the Regular Council Meeting.**

Contact: Shelia Agee ([agee@cityofsedgwick.org](mailto:agee@cityofsedgwick.org), 316-772-5151)

Agenda Published on 9/12/2025 at 10:00 AM.



**City of Sedgwick  
City Council Meeting  
September 17, 2025**

**TO: Mayor and City Council**

**SUBJECT: Staff Report**

**INITIATED BY: Administration**

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**Fire/EMS Station Project:** Pre-bid construction meeting was held here in Council Chambers for the Fire/EMS Station Project. We had around 10 contractors present for the meeting who took an onsite tour and discussed the project specifications with BG Consultants. The next milestone for the project will be bid opening which is slated for September 30, 2025. City Council will approve the bid at the October 15<sup>th</sup> Council Meeting and set the construction start date for Monday, November 3<sup>rd</sup>. Substantial completion of the project will be 300 days from then for a date of Monday, August 31, 2026.

**USD 439/City of Sedgwick Joint Meeting:** USD 439 Superintendent Rachel McClaran and I meet monthly to keep in touch and discuss future projects between the school board and the city. At the recent meeting, I discussed with Superintendent McClaren the state of housing in the city and requested that we hold a joint meeting of the school board and the governing body to have an informational session on Revitalization Housing Incentive District and what it means to have one in our community. This meeting is scheduled for 6:30 pm Monday, September 29th. Dominic Eck from Gilmore & Bell will be present at the meeting to discuss the financial aspects of creating an RHID and what benefits it could have on housing development in the city. To our knowledge, this is the first joint meeting between the board and city council. We are appreciative of their hosting and for the continued collaboration for the betterment of our city.

**SPD:** Officer Woods graduated from KLETC and has started his first week here with Sedgwick PD. We'd like to congratulate him on his recent graduation and welcome him to our team.



# REGULAR COUNCIL MEETING SEPTEMBER 3, 2025

Wednesday, September 03, 2025 at 6:30 PM  
Council Chambers, 520 N. Commercial Ave.

## MINUTES

*Council Meeting will be broadcast on Facebook Live. Click to visit our [Facebook Page](#).*

### CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

Mayor Bryan Chapman opened the Council Meeting at \_\_\_\_\_ (time).

The Mayor led the Pledge of Allegiance.

Council Members present

Kramer Siemens\_\_\_\_\_

Jeremy Burkholder\_\_\_\_\_

Josh Liby\_\_\_\_\_

Dan Hartman\_\_\_\_\_

Brenda DeHaven\_\_\_\_\_

Others present \_\_\_\_\_

Dan Hartman, Council President, opened the Council Meeting at 6:30pm.

Dan Hartman, Council President, led the Pledge of Allegiance.

### PRESENT

Brenda DeHaven

Dan Hartman

Kramer Siemens

Josh Liby

Jeremy Burkholder

ABSENT: Mayor

OTHERS PRESENT: Kyle Nordick, City Administrator; Shelia Agee, City Clerk; Matthew Gorney, City Attorney; Bill Bush, Harvey County NOW; Jody Jonas, Annette Cook-Wreaths Across America, Patti Unruh-Kansas 250 Commission, Lou Eftink

### APPROVAL OF AGENDA

Motion to approve the agenda as presented.

Motion by \_\_\_\_\_

Second by \_\_\_\_\_

Motion to approve the agenda as presented.

Motion made by Liby, Seconded by Burkholder.

Voting Yea: DeHaven, Hartman, Siemens, Liby, Burkholder

**HEARINGS / PRESENTATIONS / PUBLIC FORUM**

Lou Eftink asked Council to consider looking into solutions for East Side drainage issues.

Annette Cook with Wreaths Across America presented what they do and informed Council that wreaths will be put on military graves on December 13, 2025. She asked for a donation to help pay for wreaths.

Council President, Dan Hartman, presented the Constitution Week Proclamation in the Mayor's absence.

Patti Unruh, State Chair Kansas 250 Commission, presented certificate to Council for 25 years of doing the proclamation.

- 1. Proclamation - Constitution Week

**STAFF REPORTS**

- 2. **Kyle Nordick, City Administrator**

Kyle Nordick, City Administrator, discussed issues with burn site and illegal dumping. Staff is looking at regulation options.

- 3. **McDonald Tinker PA, City Attorney**

**CONSENT AGENDA**

Motion to approve the Consent Agenda as presented.

Motion by \_\_\_\_\_

Second by \_\_\_\_\_

Motion to approve the Consent Agenda as presented.

Motion made by Liby, Seconded by DeHaven.

Voting Yea: DeHaven, Hartman, Siemens, Liby, Burkholder

- 4. Minutes of August 20, 2025, Regular Meeting
- 5. Approval of Payroll August 29, 2025 Amount \$30,675.67

6. Approval of General Disbursement Checks Amount \$39,520.10

**NEW BUSINESS**

7. Resolution 09032025A - Temporary Alcohol Exemption

Motion to approve Resolution 09032025A as presented.

Motion by \_\_\_\_\_

Second by \_\_\_\_\_

Motion to approve Resolution 09032025A as presented.

Motion made by Burkholder, Seconded by Liby.

Voting Yea: DeHaven, Hartman, Siemens, Liby, Burkholder

8. Resolution 09032025B - Sale of Real Estate

Motion to approve Resolution 09032025B as presented.

Motion by \_\_\_\_\_

Second by \_\_\_\_\_

Motion to approve Resolution 09032025B as presented.

Motion made by DeHaven, Seconded by Liby.

Voting Yea: DeHaven, Hartman, Siemens, Liby, Burkholder

9. Discuss and Consider Purchase Agreement - KEJH LLC

Motion to approve the purchase agreement as presented.

Motion by \_\_\_\_\_

Second by \_\_\_\_\_

Motion to approve the purchase agreement as presented.

Motion made by Siemens, Seconded by Burkholder.

Voting Yea: DeHaven, Hartman, Siemens, Liby, Burkholder

**GOVERNING BODY REMARKS**

Council member DeHaven recommended looking into creating an ordinance to protect renters from landlords including house condition, etc. Also, look into burn site security like a sliding gate with key cards.

**ADJOURN**

Motion to adjourn the Regular Council Meeting at \_\_\_\_\_ PM.

Motion by \_\_\_\_\_

Second by \_\_\_\_\_

Motion to adjourn the Regular Council Meeting at 7:00pm.

Motion made by DeHaven, Seconded by Burkholder.

Voting Yea: DeHaven, Hartman, Siemens, Liby, Burkholder

Contact: Shelia Agee ([agee@cityofsedgwick.org](mailto:agee@cityofsedgwick.org), 316-772-5151)

Agenda Published on 08/29/2025 at 11:30am.

DRAFT

September 17, 2025

<b>PAYROLL CHECKS - DIRECT DEPOSIT</b>	
9-12-25	\$ 28,788.28
<b>TOTAL PAYROLL CHECKS</b>	<b>\$ 28,788.28</b>
<hr/>	
GENERAL DISBURSEMENT CHECKS-AAACCB	\$ 30,606.21
GENERAL DISBURSEMENT CHECKS-AAACCC	\$ 53,401.57
GENERAL DISBURSEMENT CHECKS-AAACCD	\$ 19,389.81
<b>TOTAL DISBURSEMENT CHECKS</b>	<b>\$ 103,397.59</b>
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## AP Enter Bills Edit - Council Report

City of Sedgwick (SEDGKS)  
Batch: AAACCB

9/5/2025 1:02:01 PM

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Vendor	Description	Check Date	Invoice#	Check#	Check Total
CULLIGAN OF WICHITA	DRINKING WATER	09/05/2025	806489	72211	\$20.70
ROBERT DILLARD	MEDICAL DIRECTOR	09/05/2025	09052025MED	72212	\$500.00
IDEATEK, LLC	IDEATEK SERVICES	09/05/2025	10007996612	72213	\$1,483.50
BILL JOHNSON	BLDG INSPECTIONS	09/05/2025	090525BJ	72214	\$200.00
JOY WILLIAMS	JUDGE SERVICES	09/05/2025	0952025JUDGE	72215	\$500.00
L. A. PROMOTIONS	MKT MUSIC	09/05/2025	09052025MUSIC	72216	\$250.00
LANDWORKS STUDIO	PKS MASTER PLAN	09/05/2025	24-100-07	72217	\$2,890.00
LOWE'S	LOWE'S	09/05/2025	09052025LOWES	72218	\$1,058.62
CITY OF NEWTON	WATER TREATMENT	09/05/2025	09052025WATER	72219	\$6,963.98
PAYMENT SERVICES NETWORK, INC.	PSN SERVICE FEES	09/05/2025	314991	72220	\$74.85
R. E. PEDROTTI CO., INC.	WWTP WAS METER WIN91	09/05/2025	18012	72221	\$452.30
SAM'S CLUB	SAMS MISC CHARGES	09/05/2025	090525SAMS	72222	\$392.84
SUNFLOWER STATE STAYS LLC	EMS RENTAL	09/05/2025	09052025EMS	72223	\$1,200.00
TYLER MOSIMAN	DOWNTOWN GRANT-MOS	09/05/2025	09052025TYLER	72224	\$9,700.00
USA BLUEBOOK	WWTP CHEMICALS	09/05/2025	00801239	72225	\$145.62
VERIZON WIRELESS	CELL AND MDT SVC	09/05/2025	6121813868	72226	\$444.70
WHOLESALE WATER SUPPLY DISTRI	WATER PURCHASE	09/05/2025	03460	72227	\$4,329.10

Total Direct Expense:	\$30,606.21
<b>Total Immediate Payments:</b>	<b>\$30,606.21</b>

**Report Summary**

	<b>Report Selection Criteria</b>	
<b>Report Type:</b>	Detailed	
	<b>Start</b>	<b>End</b>
<b>Transaction Number:</b>	Start	End

**AP Enter Bills Edit Report - Sorted by Vendor \*\* Customized \*\***

City of Sedgwick (SEDGKS)  
Batch: AAACCB

9/5/2025 11:23:15 AM

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Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
<b>18</b>	<b>CULLIGAN / CULLIGAN OF WICHITA</b>	<b>9/5/2025</b>	<b>9/5/2025</b>	<b>806489</b>	<b>\$20.70</b>
1	01-01-60-6290	ALLOCATE CULLIGAN DRINKING WATER		0.0	\$20.7000
2	01-01-60-6290	DRINKING WATER-ADMIN		1.0	\$8.2800
3	01-03-60-6290	DRINKING WATER-PD		1.0	\$6.2100
4	13-00-60-6290	DRINKING WATER-SEWER		1.0	\$6.2100
<b>1</b>	<b>DILLARD / ROBERT DILLARD</b>	<b>9/5/2025</b>	<b>9/5/2025</b>	<b>09052025MED</b>	<b>\$500.00</b>
1	01-02-60-6290	MEDICAL DIRECTOR-DILLARD		1.0	\$500.0000
<b>2</b>	<b>IDEATEK / IDEATEK, LLC</b>	<b>9/5/2025</b>	<b>9/5/2025</b>	<b>10007996612</b>	<b>\$1,483.50</b>
1	01-01-60-6180	CITY HALL PHONE/FAX/INTERNET		1.0	\$166.1500
2	12-00-60-6180	REFUSE PHONE/FAX/INTERNET		1.0	\$55.3800
3	10-00-60-6180	WATER PHONE/FAX/INTERNET		1.0	\$55.3800
4	13-00-60-6180	SEWER PHONE/FAX/INTERNET		1.0	\$55.3800
5	01-04-60-6180	FIRE PHONE/INTERNET		1.0	\$136.7800
6	13-00-60-6180	SEWER PLANT PHONE/INTERNET		1.0	\$171.2900
7	01-06-60-6180	POOL PHONE/INTERNET		1.0	\$146.7800
8	01-03-60-6180	PD PHONE/FAX/INTERNET/TV		1.0	\$192.7400
9	13-00-60-6180	EAST LIFT PHONE		1.0	\$85.0800
10	13-00-60-6180	SOUTH LIFT PHONE		1.0	\$84.7900
11	01-11-60-6180	MAINT SHOP 200 E IND PHONE		1.0	\$96.4900
12	01-08-60-6180	W WATER TOWER PRK WIFI		1.0	\$110.0000
13	01-02-60-6180	EMS PHONE/WIFI		1.0	\$127.2600
<b>16</b>	<b>JOHNSON, BILL / BILL JOHNSON</b>	<b>9/5/2025</b>	<b>9/5/2025</b>	<b>090525BJ</b>	<b>\$200.00</b>
1	01-01-60-6230	BLDG INSPECTIONS-JOHNSON		1.0	\$200.0000
<b>3</b>	<b>JOY / JOY WILLIAMS</b>	<b>9/5/2025</b>	<b>9/5/2025</b>	<b>0952025JUDGE</b>	<b>\$500.00</b>
1	01-05-60-6300	JUDGE SERVICES-JOY		1.0	\$500.0000
<b>4</b>	<b>L.A. / L. A. PROMOTIONS</b>	<b>9/5/2025</b>	<b>9/5/2025</b>	<b>09052025MUSIC</b>	<b>\$250.00</b>
1	36-00-00-8210	MKT MUSICIANS		1.0	\$250.0000
<b>5</b>	<b>LANDWORKS / LANDWORKS STUDIO</b>	<b>9/5/2025</b>	<b>9/5/2025</b>	<b>24-100-07</b>	<b>\$2,890.00</b>
1	41-08-00-8210	PARKS MASTER PLAN		1.0	\$2,890.0000

**AP Enter Bills Edit Report - Sorted by Vendor \*\* Customized \*\***

City of Sedgwick (SEDGKS)  
Batch: AAACCB

9/5/2025 11:23:15 AM

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Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
<b>6</b>	<b>LOWE'S / LOWE'S</b>	<b>9/5/2025</b>	<b>9/5/2025</b>	<b>09052025LOWES</b>	<b>\$1,058.62</b>
1	01-10-70-7130	BURN SITE SUPPLIES	1.0	\$106.8000	\$106.80
2	10-00-70-7100	WATER-MAPPRO GAS	1.0	\$28.4600	\$28.46
3	01-11-70-7010	SHOP FLOOR CLEANER	1.0	\$47.4800	\$47.48
4	13-00-70-7010	WWTP-DEGREASER	1.0	\$62.6400	\$62.64
5	01-01-70-7100	WATER HEATER SUPPLIES-CH	1.0	\$99.7900	\$99.79
6	01-11-70-7100	WATER HEATER SUPPLIES-SHOP	1.0	\$99.7900	\$99.79
7	13-00-70-7010	WWTP DEGREASER	1.0	\$37.9800	\$37.98
8	10-00-70-7100	WATER-SUPPLIES	1.0	\$82.1900	\$82.19
9	10-00-70-7100	SHARKBITE-WATER	1.0	\$9.7700	\$9.77
10	01-11-70-7010	MAINT-MISC SUPPLIES	0.3	\$237.6700	\$78.43
11	10-00-70-7010	WATER-MISC SUPPLIES	0.3	\$237.6700	\$78.43
12	13-00-70-7010	SEWER-MISC SUPPLIES	0.3	\$237.6700	\$80.81
13	01-11-70-7110	MAINT-BATTERY	0.3	\$246.0500	\$81.20
14	10-00-70-7110	WATER-BATTERY	0.3	\$246.0500	\$81.20
15	13-00-70-7110	SEWER-BATTERY	0.3	\$246.0300	\$83.65
<b>7</b>	<b>NEWTON CITY / CITY OF NEWTON</b>	<b>9/5/2025</b>	<b>9/5/2025</b>	<b>09052025WATER</b>	<b>\$6,963.98</b>
1	10-00-60-6152	7-13-25 TO 8-12-25 WATER TREATMENT 519700 USAGE	1.0	\$6,963.9800	\$6,963.98
<b>8</b>	<b>PSN / PAYMENT SERVICES NETWORK, INC.</b>	<b>9/5/2025</b>	<b>9/5/2025</b>	<b>314991</b>	<b>\$74.85</b>
1	10-00-60-6210	PSN SERVICE FEES	0.5	\$74.8300	\$37.42
2	12-00-60-6210	PSN SERVICE FEES	0.1	\$74.8500	\$7.49
3	13-00-60-6210	PSN SERVICE FEES	0.4	\$74.8500	\$29.94
<b>9</b>	<b>R E PEDROTTI / R. E. PEDROTTI CO., INC.</b>	<b>9/5/2025</b>	<b>9/5/2025</b>	<b>18012</b>	<b>\$452.30</b>
1	13-00-60-6110	WWTP TROUBLESHOOT WAS METER AND WIN911	1.0	\$452.3000	\$452.30
<b>15</b>	<b>SAMS / SAM'S CLUB</b>	<b>9/5/2025</b>	<b>9/5/2025</b>	<b>090525SAMS</b>	<b>\$392.84</b>
1	01-01-70-7010	OFFICE CANDY-CH	1.0	\$46.5400	\$46.54
2	01-04-70-7010	FIRE CANDY	1.0	\$16.9800	\$16.98
3	01-02-70-7010	EMS CANDY	1.0	\$16.9800	\$16.98
4	01-11-70-7010	OFFICE SUPP-WATER, PAPER TOWELS...	0.3	\$114.6800	\$37.84
5	10-00-70-7010	OFFICE SUPP-WATER, PAPER TOWELS...	0.3	\$114.6800	\$37.84
6	13-00-70-7010	OFFICE SUPP-WATER, PAPER TOWELS...	0.3	\$114.6800	\$38.99
7	13-00-70-7010	WWTP DAWN SOAP	1.0	\$88.7600	\$88.76
8	01-11-70-7010	MAINT OFFICE SUPP-TOILET PAPER, GLADE, CANDY	1.0	\$63.0200	\$63.02
9	01-01-70-7010	OFFICE CANDY-CH	1.0	\$45.8900	\$45.89



## AP Enter Bills Edit - Council Report

City of Sedgwick (SEDGKS)  
Batch: AAACCC

9/11/2025 6:12:54 PM

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Vendor	Description	Check Date	Invoice#	Check#	Check Total
BG CONSULTANTS, INC.	FIRE EMS BLDG ENGDES	09/12/2025	6	72235	\$32,400.00
BOUND TREE MEDICAL, LLC	EMS SUPPLIES	09/12/2025	85906175	72236	\$316.04
CARING HANDS HUMANE SOCIETY	TNR SPAY NEUTER PROG	09/12/2025	0005	72237	\$270.00
CORE & MAIN	WATER METER PARTS	09/12/2025	X599054	72238	\$26.70
EPR SYSTEMS, INC.	EMS FIRE SOFTWARE SU	09/12/2025	3219	72239	\$2,817.00
EVERGY	EMS COTTAGE ELECTRIC	09/12/2025	091225EVERGYCARD	72240	\$289.06
INTRUST BANK	MISC CHARGES	09/12/2025	091225INTRUST	72241	\$4,910.66
KANZA CO-OPERATIVE ASSOCIATION	FUEL CHARGES	09/12/2025	091225COOP	72242	\$2,658.64
KANSAS STATE TREASURER	COURT FEES	09/12/2025	091225COURTFEES	72243	\$1,129.50
KANSAS TURNPIKE AUTHORITY	TURNPIKE FEES	09/12/2025	36016041	72244	\$5.52
LOGO DEPOT	MAINT SHIRTS/PATCHES	09/12/2025	OEA 167379	72245	\$727.85
MARY ANNE MYERS	PD SHIRT ALTERATIONS	09/12/2025	250910	72246	\$15.00
HENRY SCHEIN, INC.	EMS SUPPLIES	09/12/2025	46353351	72247	\$127.84
SDK LABORATORIES	WWTP LAB ANALYSIS	09/12/2025	091225SDK	72248	\$246.00
UNDERGROUND VAULTS & STORAGE	OFFSITE FILE STORAGE	09/12/2025	5003166	72249	\$23.85
WASTE CONNECTIONS	MONTH LY TRASH/RECYC	09/12/2025	20608880V025	72250	\$7,387.91
KAYLA WHISTLER	PD WINDOW ART	09/12/2025	000483	72251	\$50.00

Total Direct Expense:	\$53,401.57
<b>Total Immediate Payments:</b>	<b>\$53,401.57</b>

**Report Summary**

	<b>Report Selection Criteria</b>	
<b>Report Type:</b>	Detailed	
	<b>Start</b>	<b>End</b>
<b>Transaction Number:</b>	Start	End

### AP Enter Bills Edit Report - Sorted by Vendor \*\* Customized \*\*

City of Sedgwick (SEDGKS)  
Batch: AAACCC

9/11/2025 6:04:36 PM

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice	
<b>1</b>	<b>BG / BG CONSULTANTS, INC.</b>	<b>9/12/2025</b>	<b>9/12/2025</b>	<b>6</b>	<b>\$32,400.00</b>	
1	40-02-00-8210					
	FIRE EMS BLDG ENG AND DESIGN-SERVICE FEES			0.5	\$32,400.0000	\$16,200.00
2	40-04-00-8210					
	FIRE EMS BLDG ENG AND DESIGN-SERVICE FEES			0.5	\$32,400.0000	\$16,200.00
<b>2</b>	<b>BOUND TREE / BOUND TREE MEDICAL, LLC</b>	<b>9/12/2025</b>	<b>9/12/2025</b>	<b>85906175</b>	<b>\$316.04</b>	
1	01-02-70-7130					
	EMS SUPPLIES			1.0	\$316.0400	\$316.04
<b>3</b>	<b>CARING HANDS / CARING HANDS HUMANE SOCIETY</b>	<b>9/12/2025</b>	<b>9/12/2025</b>	<b>0005</b>	<b>\$270.00</b>	
1	01-03-60-6290					
	TNR SPAY NEUTER PROG			1.0	\$270.0000	\$270.00
<b>4</b>	<b>CORE &amp; MAIN / CORE &amp; MAIN</b>	<b>9/12/2025</b>	<b>9/12/2025</b>	<b>X599054</b>	<b>\$26.70</b>	
1	10-00-70-7130					
	WATER METER SADDLES ADAPTER AND PIT RINGS			1.0	\$26.7000	\$26.70
<b>5</b>	<b>EPR / EPR SYSTEMS, INC.</b>	<b>9/12/2025</b>	<b>9/12/2025</b>	<b>3219</b>	<b>\$2,817.00</b>	
1	01-02-60-6200					
	EMS AND FIRE SOFTWARE AND SUPPORT			0.5	\$2,817.0000	\$1,408.50
2	01-04-60-6200					
	EMS AND FIRE SOFTWARE AND SUPPORT			0.5	\$2,817.0000	\$1,408.50
<b>6</b>	<b>EVERGY / EVERGY</b>	<b>9/12/2025</b>	<b>9/12/2025</b>	<b>091225EVERGYCARD</b>	<b>\$289.06</b>	
1	01-02-60-6180					
	EMS CARDINAL COTTAGE ELECTRICITY			1.0	\$289.0600	\$289.06

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City of Sedgwick (SEDGKS)  
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Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
<b>7</b>	<b>INTRUST / INTRUST BANK</b>	<b>9/12/2025</b>	<b>9/12/2025</b>	<b>091225INTRUST</b>	<b>\$4,910.66</b>
1	01-06-70-7240	DG-POOL CONCESSIONS	1.0	\$11.7700	\$11.77
2	01-02-60-6290	INDEED-FIRE EMS HIRING AD	1.0	\$500.8600	\$500.86
3	36-00-00-8210	STICKER MULE-CHAMBER STICKERS	1.0	\$164.5900	\$164.59
4	01-02-60-6290	INDEED-FIRE EMS HIRING AD	1.0	\$392.4800	\$392.48
5	01-01-70-7010	DG-CARD	1.0	\$2.1600	\$2.16
6	36-00-00-8210	KS.GOV-ABC TAX PAYMENT	1.0	\$25.6300	\$25.63
7	01-02-60-6290	INDEED-FIRE EMS HIRING AD	1.0	\$501.9600	\$501.96
8	01-11-60-6710	KS.GOV-PW & UTILITY CONFERENCE	0.3	\$874.7200	\$218.68
9	01-10-60-6710	KS.GOV-PW & UTILITY CONFERENCE	0.3	\$874.7400	\$218.69
10	10-00-60-6710	KS.GOV-PW & UTILITY CONFERENCE	0.3	\$874.7400	\$218.69
11	13-00-60-6710	KS.GOV-PW & UTILITY CONFERENCE	0.3	\$874.7400	\$218.69
12	01-01-70-7010	OFFICE DEPOT-CARDSTOCK	1.0	\$39.4800	\$39.48
13	01-01-70-7010	AMAZON-OFFICE SUPPLIES	0.2	\$455.6100	\$91.12
14	01-05-70-7010	AMAZON-OFFICE SUPPLIES	0.1	\$455.6100	\$45.56
15	01-09-70-7010	AMAZON-OFFICE SUPPLIES	0.1	\$455.6100	\$22.78
16	10-00-70-7010	AMAZON-OFFICE SUPPLIES	0.3	\$455.6100	\$136.68
17	12-00-70-7010	AMAZON-OFFICE SUPPLIES	0.1	\$455.6100	\$22.78
18	13-00-70-7010	AMAZON-OFFICE SUPPLIES	0.3	\$455.6100	\$136.68
19	01-02-70-7250	GALLS-EMS BOOTS	1.0	\$152.9900	\$152.99
20	01-11-60-6720	BIG LARRY'S-SUMMER HELP THANK YOU LUNCH	1.0	\$55.9100	\$55.91
21	13-00-60-6720	EL DOS DE OROS-CONFERENCE MEAL	1.0	\$75.8900	\$75.89
22	13-00-60-6720	CASEY'S-GAS FOR TRAVEL	1.0	\$64.5000	\$64.50
23	13-00-60-6720	BEST WESTERN-CONFERENCE HOTEL-MAINT	1.0	\$542.9900	\$542.99
24	01-03-70-7010	AMAZON-PD GLOVES	1.0	\$39.5900	\$39.59
25	01-03-70-7010	AMAZON-PD GLOVES AND OFFICE SUPPLIES	1.0	\$133.4600	\$133.46
26	01-03-60-6700	NATL ASSOC OF CHIEFS-SRO MEMBERSHIP	1.0	\$100.0000	\$100.00
27	01-03-60-6120	CHARLIE'S CAR WASH-PD VEHICLES	1.0	\$30.0000	\$30.00
28	01-03-60-6720	SALT CITY BREWING CO-BIRTHDAY MEAL	1.0	\$54.6500	\$54.65
29	01-03-60-6720	THE BARN-CHIEF'S MTG MEAL	1.0	\$22.0000	\$22.00
30	01-03-60-6720	PANERA BREAD-BREAKFAST MTG MEAL	1.0	\$23.6600	\$23.66
31	01-03-70-7010	AMAZON--PD OFFICE SUPPLIES	1.0	\$59.2800	\$59.28
32	01-03-60-6200	INTEREST CHARGES	1.0	\$86.4600	\$86.46
33	01-03-60-6710	NATL ASSOC OF CHIEFS-SRO TRNG	1.0	\$500.0000	\$500.00

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Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
<b>8</b>	<b>KANZA / KANZA CO-OPERATIVE ASSOCIATION</b>	<b>9/12/2025</b>	<b>9/12/2025</b>	<b>091225COOP</b>	<b>\$2,658.64</b>
1	01-03-70-7210 FUEL - PD			1.0 \$597.2000	\$597.20
2	10-00-70-7210 FUEL - WATER			1.0 \$539.7900	\$539.79
3	01-04-70-7210 FUEL - FIRE			1.0 \$88.7600	\$88.76
4	01-10-70-7210 FUEL - STREETS			1.0 \$539.7900	\$539.79
5	13-00-70-7210 FUEL - SEWER			1.0 \$462.6800	\$462.68
6	01-02-70-7210 FUEL - EMS			1.0 \$373.4200	\$373.42
7	01-08-70-7110 AUTO GOLD-TRACTOR OIL			1.0 \$14.2500	\$14.25
8	01-10-70-7110 AUTO GOLD-TRACTOR OIL			1.0 \$14.2500	\$14.25
9	10-00-70-7110 AUTO GOLD-TRACTOR OIL			1.0 \$14.2500	\$14.25
10	13-00-70-7110 AUTO GOLD-TRACTOR OIL			1.0 \$14.2500	\$14.25
<b>10</b>	<b>KS TREASURER / KANSAS STATE TREASURER</b>	<b>9/12/2025</b>	<b>9/12/2025</b>	<b>091225COURTFEES</b>	<b>\$1,129.50</b>
1	01-05-60-6310 JBEF			1.0 \$10.0000	\$10.00
2	01-05-60-6310 LETC			1.0 \$202.5000	\$202.50
3	01-05-60-6310 REINSTATEMENT			1.0 \$675.0000	\$675.00
4	01-05-60-6310 JUDICIAL BRANCH DOCKET FEE			1.0 \$242.0000	\$242.00
<b>9</b>	<b>KS TURNPIKE / KANSAS TURNPIKE AUTHORITY</b>	<b>9/12/2025</b>	<b>9/12/2025</b>	<b>36016041</b>	<b>\$5.52</b>
1	01-01-60-6720 TURNPIKE FEES-QUIET ZONE RESEARCH			1.0 \$5.5200	\$5.52
<b>11</b>	<b>LOGO / LOGO DEPOT</b>	<b>9/12/2025</b>	<b>9/12/2025</b>	<b>OEA 167379</b>	<b>\$727.85</b>
1	01-11-70-7250 MAINT LONG SLEEVE SHIRTS AND PATCHES			0.3 \$727.8300	\$218.35
2	10-00-70-7250 MAINT LONG SLEEVE SHIRTS AND PATCHES			0.4 \$727.8500	\$254.75
3	13-00-70-7250 MAINT LONG SLEEVE SHIRTS AND PATCHES			0.4 \$727.8500	\$254.75
<b>12</b>	<b>MYERS / MARY ANNE MYERS</b>	<b>9/12/2025</b>	<b>9/12/2025</b>	<b>250910</b>	<b>\$15.00</b>
1	01-03-70-7250 PD SHIRT ALTERATIONS			1.0 \$15.0000	\$15.00
<b>14</b>	<b>SCHEIN / HENRY SCHEIN, INC.</b>	<b>9/12/2025</b>	<b>9/12/2025</b>	<b>46353351</b>	<b>\$127.84</b>
1	01-02-70-7130 EMS SUPPLIES			1.0 \$127.8400	\$127.84
<b>13</b>	<b>SDK / SDK LABORATORIES</b>	<b>9/12/2025</b>	<b>9/12/2025</b>	<b>091225SDK</b>	<b>\$246.00</b>
1	13-00-60-6170 WWTP LAB ANALYSIS			1.0 \$246.0000	\$246.00
<b>15</b>	<b>UNDERGROUND / UNDERGROUND VAULTS &amp; STORAGE</b>	<b>9/12/2025</b>	<b>9/12/2025</b>	<b>5003166</b>	<b>\$23.85</b>
1	01-01-60-6200 OFFSITE FILE STORAGE			1.0 \$23.8500	\$23.85

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Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice	
<b>16</b>	<b>WASTE CONNECTIONS / WASTE CONNECTIONS</b>	<b>9/12/2025</b>	<b>9/12/2025</b>	<b>20608880V025</b>	<b>\$7,387.91</b>	
1	12-00-60-6160					
	95 GALLON TRASH CART			385.0	\$10.8100	\$4,161.85
2	12-00-60-6160					
	65 GALLON TRASH CART			142.0	\$8.6500	\$1,228.30
3	12-00-60-6160					
	35 GALLON TRASH CART			39.0	\$8.6500	\$337.35
4	12-00-60-6160					
	SR 35 GALLON TRASH CART			29.0	\$7.5700	\$219.53
5	12-00-60-6160					
	SEDG CO SURCHARGE			61.0	\$2.5000	\$152.50
6	12-00-60-6160					
	RECYCLE			591.0	\$2.1800	\$1,288.38
7	12-00-60-6160					
	CART EXCHANGE			0.0	\$25.0000	\$0.00
<b>17</b>	<b>WHISTLER / KAYLA WHISTLER</b>	<b>9/12/2025</b>	<b>9/12/2025</b>	<b>000483</b>	<b>\$50.00</b>	
1	01-03-60-6290					
	PD WINDOW ART			1.0	\$50.0000	\$50.00
<b>Grand Totals</b>						
					<b>Total Direct Expense:</b>	<b>\$53,401.57</b>
					<b>Total Immediate Payments:</b>	<b>\$53,401.57</b>

Report Summary

	<b>Report Selection Criteria</b>	
Report Type:	Detailed	
	<b>Start</b>	<b>End</b>
Transaction Number:	Start	End

## AP Bank Reconciliation Posting Audit Report

City of Sedgwick (SEDGKS)

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Batch: AAACCD

User ID: SHELIA

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Bank Code: CKG      LEGACY BANK

Vendor Tran#	Document #	Date	Type	User ID	Posting Reference	Total Amount	
<b>CARL B DAVIS, CHAPTER 13 TRUSTEE</b>							
1	72228	09/12/2025	Check	SHELIA	AP0000001410AAACCD	\$668.31	
Description:							
<b>LEGACY BANK</b>							
2	72229	09/12/2025	Check	SHELIA	AP0000001410AAACCD	\$9,191.48	
Description:							
<b>EMPOWER RETIREMENT</b>							
3	72230	09/12/2025	Check	SHELIA	AP0000001410AAACCD	\$1,000.00	
Description:							
<b>KP&amp;F</b>							
4	72231	09/12/2025	Check	SHELIA	AP0000001410AAACCD	\$2,147.40	
Description:							
<b>KP&amp;F98 POLICE</b>							
5	72232	09/12/2025	Check	SHELIA	AP0000001410AAACCD	\$1,718.85	
Description:							
<b>KPERS</b>							
6	72233	09/12/2025	Check	SHELIA	AP0000001410AAACCD	\$3,005.72	
Description:							
<b>KANSAS STATE WITHHOLDING TAX</b>							
7	72234	09/12/2025	Check	SHELIA	AP0000001410AAACCD	\$1,658.05	
Description:							
<b>Bank Totals                      Items                      Total Voids                      Items</b>							
Checks			(\$19,389.81)	7		\$0.00	0
Deposits			\$0.00	0		\$0.00	0
Deductions			\$0.00	0		\$0.00	0
Additions			\$0.00	0		\$0.00	0
Bank Charges			\$0.00	0		\$0.00	0
<b>Net Activity for CKG:</b>			<b>(\$19,389.81)</b>				

**Report Totals**

	Bank Totals	Items	Total Voids	Items
Checks	(\$19,389.81)	7	\$0.00	0
Deposits	\$0.00	0	\$0.00	0
Deductions	\$0.00	0	\$0.00	0
Additions	\$0.00	0	\$0.00	0
Bank Charges	\$0.00	0	\$0.00	0
<b>Net Activity:</b>	<b>(\$19,389.81)</b>			

**City of Sedgwick  
City Council Meeting  
September 17, 2025**

**TO: Mayor and City Council**

**SUBJECT: Common Consumption Area**

**INITIATED BY: Administration**

**AGENDA: New Business**

---

**Background:** In 2022 Ordinance 891 was passed making all City Parks a Common Consumption Area. The proposed CCA would repeal the 2022 ordinance and eliminate the municipal parks, minus the pocket park, from the CCA. The elimination of the parks from the CCA is due in part to their locations being predominantly residential and the fact that to sell alcoholic beverages within a CCA you must be a licensed establishment with the Kansas ABC; which none are present in the parks areas.

The establishment of a CCA allows individuals to purchase cereal malt beverages and /or alcoholic liquor at participating establishment(s) within the CCA district. This allows the individual to freely walk within the confines of the district with said beverages. The beverage would be required to be in a single-use, plastic container with the business logo per state statute. Establishments wishing to participate in the CCA would be required to obtain permission from the state ABC office, then be required to abide by the rules set forth in the proposed ordinance which include serving two drinks per person in single use cups, established hours of operations, and required signage stating the location of the CCA district.

**Analysis:** The City met with local business owners from Cy's Hoof N Horn and the American Legion to discuss the establishment of a CCA. Both entities expressed interest in the district and felt that it could be a revenue generator if passed. Other municipalities who have similar districts are Topeka, Hays, Pittsburg, Wichita, Emporia, Lawrence, and Salina.

**Financial:** There are several financial considerations:

- Application fee - \$100
- 16oz Cups - \$189.64
- Signage - \$570
- Sidewalk Sticker – \$400
- Grand Total - \$1,259.64

After this initial startup cost there would be a decrease of \$1,100.64 since most of the startup cost is a one-time purchase.

**Attachments:** Ordinance 915, Boundary Map, Endura Quote and proof, Concrete Tape, CCA FQU, CCA Do's and Does not do

**ORDINANCE NO. 915**

**AN ORDINANCE PERTAINING TO ALCOHOLIC LIQUOR AND CEREAL MALT BEVERAGE; ADDING A NEW "ARTICLE 6. COMMON CONSUMPTION AREA" TO "CHAPTER 3. BEVERAGES" OF THE CODE; ESTABLISHING THE COMMERCIAL AVENUE SOCIAL DISTRICT COMMON CONSUMPTION AREA; AND AUTHORIZING THE POSSESSION AND CONSUMPTION OF ALCOHOLIC LIQUOR OR CEREAL MALT BEVERAGE WITHIN ITS BOUNDARIES: REPEALING ANY AND ALL FOREGOING ORDINANCES, OR PORTIONS THEREOF, IN CONFLICT HERWITH.**

**WHEREAS**, K.S.A. 41-2659 pennants a city to establish, by ordinance or resolution, one or more common consumption areas within the limits of the city, and to authorize the possession and consumption of alcoholic liquor or cereal malt beverage within the common consumption area; and

**WHEREAS**, Subsection (g)(l) of K.S.A. 41-2659 states that "common consumption area" means a defined indoor or outdoor area not otherwise subject to a license issued pursuant to the Kansas liquor control act or the club and drinking establishment act where the possession and consumption of alcoholic liquor or cereal malt beverage is allowed pursuant to a common consumption area permit.

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

**SECTION ONE:** Chapter 3, Article 8 is hereby added to the Sedgwick Municipal Code to read as follows:

**"3-801. Common Consumption Area established.**

- (a) **Establishment.** In accordance with K.S.A. 41-2659, and amendments thereto, the Governing Body hereby establishes the Commercial Avenue Social District Common Consumption Area ("CCA") located in the Designated Main Street area (encompassed by the following boundaries: on the north by 6<sup>th</sup> street; on the south by Cy's Hoof n Horn; on the east by the north-south alley between Washington and Commercial; and on the west by 5<sup>th</sup> and Madison), provided that a common consumption area permit has been issued by the Director of the Kansas Department of Revenue Division of Alcoholic Beverage Control ("Director").
- (b) **Boundary Identification.** The boundaries of the CCA must be clearly marked using a physical barrier or any apparent line of demarcation. Every CCA shall have signs conspicuously posted identifying the boundaries of such area, and such signs must be in a size and manner that provides notice to persons entering or leaving the area.

- (c) **Hours.** The possession and consumption of alcoholic liquor or cereal malt beverage in the CCA is authorized between the hours of 12:00 PM until 10:00 PM Thursday, Friday, and Saturday. An exception may be made for a change in day or time if prior approval is granted via a special event permit approved by the Governing Body.

### **3-802. Common Consumption Area - Rules of Conduct.**

- (a) **Sales Conditions.** CCA permits are for possession and consumption of alcoholic liquor or cereal malt beverage only. No sales of alcoholic liquor or cereal malt beverage may occur on premises covered by the CCA permit unless the sales are conducted by a caterer licensed in accordance with all City requirements for a catered event, a separate special event permit has been issued for that specific area, or a drinking establishment has been authorized in writing by the City Clerk or designee to operate a noncontiguous service area in accordance with **K.S.A. 41-2659(e)(2)**.
- (b) **Consumption Areas.** Alcoholic liquor or cereal malt beverage drinks may be consumed on public property within the CCA including sidewalks and crosswalks but shall not be consumed in public parking lots, street parking stalls, or the public thoroughfare ("street") unless the street has been closed to vehicular traffic for a special event approved by the Governing Body.
- (c) **Purchases Outside of the CCA.** The possession and consumption of alcoholic liquor or cereal malt beverage purchased outside of the CCA and its participating licensees shall not be permitted inside the boundaries of the CCA without prior approval of a special event permit by the Governing Body.
- (d) **Removal of Purchases from Within the CCA.** No open container of alcoholic liquor or cereal malt beverage purchased within the CCA shall be removed from the boundaries of the CCA.
- (e) **Containers and Two-Drink per-person on-street limit.** All alcoholic liquor and cereal malt beverage removed from a licensed premises or otherwise sold within the CCA shall be served in a paper or plastic cup no larger than sixteen (16) fluid ounces that displays the licensee's trade name or logo or other identifying mark that is unique to the licensee. No establishment participating in the CCA shall allow any person to leave their premises and enter the CCA with more than two such alcoholic beverage at a time. Paper or plastic cups shall be single serve and not be refilled by the licensee identified on the cup, by any other licensed establishment participating in the CCA, or by any other person or party.

- (f) **Conduct.** All persons within the CCA shall follow all laws and ordinances concerning the purchase, sale, and consumption of alcohol or cereal malt beverage. Any person acting in a way that violates any provisions of the Municipal Code, State or Federal laws, including but not limited to any offenses against person, property, the public peace, the public safety, or public morals, will be removed from the CCA:
- (g) **Licensed Premises.** Any licensee of a licensed premises located within or immediately adjacent to the CCA may request permission from the Kansas Alcoholic and Beverage Control Director to participate in the CCA upon forms prescribed by the Director.
- (1) **Removal of Alcohol from Licensed Premises.** Any licensee of a licensed premises who has requested and received permission to participate in the CCA may allow its legal patrons to remove two alcoholic liquor or cereal malt beverage purchased from the licensee per person into the premises described by the CCA permit.
  - (2) **Noncontiguous Sales.** In addition to their licensed premises, one or more licensees that have requested and received permission to participate in the CCA may offer for sale, sell, and serve alcoholic liquor or cereal malt beverage for consumption from one noncontiguous service area within the CCA, as designated and approved by the CCA permit holder. The licensee shall prominently display a copy of its drinking establishment license and the approval of the CCA permit holder at its noncontiguous service area.
  - (3) **Compliance with Applicable Laws.** Each licensee within the CCA shall comply with all City ordinances, Federal and State laws regulating the purchase, sale and consumption of alcoholic liquor or cereal malt beverage. Any violations of the common consumption area restrictions, City ordinances, or State or Federal laws may result in revocation of the licensee's participation in the CCA. Each licensee within the CCA shall be liable for violations of all liquor laws governing the sale and consumption of alcoholic liquor or cereal malt beverage that occur on the licensee's premises.
  - (4) **Signage.** Any licensed establishment that allows patrons to leave the establishment with an alcoholic beverage in an open container as provided in this Article shall maintain posted inside all exit doors for clear public view a map of the current boundaries of the entertainment district and a sign of at least eleven (11) inches by eight and one-half (8.5) inches that states the following:  
  

"All patrons leaving this establishment with an alcoholic beverage in an open container do hereby assume full responsibility to consume such alcoholic beverage only if it has been served in a paper or plastic cup not to exceed 16 ounces in size and obtained from an establishment licensed to sell alcoholic beverages within the common consumption area (CCA) outlined on the map below. Any individual who leaves the CCA with an alcoholic beverage in an open container is in violation of the Sedgwick, KS Code of Ordinances and may be subject to a citation, arrest, incarceration, and/or fine."
- (h) **Liability.** Each licensee within a CCA shall be liable for violations of all liquor laws governing the sale and consumption of alcoholic liquor or cereal malt beverage that occur on the licensee's premises. Licensee shall provide any insurance coverage or proof of coverage as may be required by the Governing Body as a condition of participating in the CCA.

**3-803 Common Consumption Area - Notification.**

Upon passage of an ordinance or resolution establishing a CCA, the City shall immediately notify the Director of the Kansas Alcoholic Beverage Control Division of the establishment of the CCA and submit a copy of the ordinance or resolution along with such notice."

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

**SECTION FOUR:** This Ordinance shall become effective upon passage and publication of the Ordinance summary as provided by law.

Passed by the City Council on this 17<sup>th</sup> day of September, 2025.

Signed by the Mayor this 17<sup>th</sup> day of September, 2025

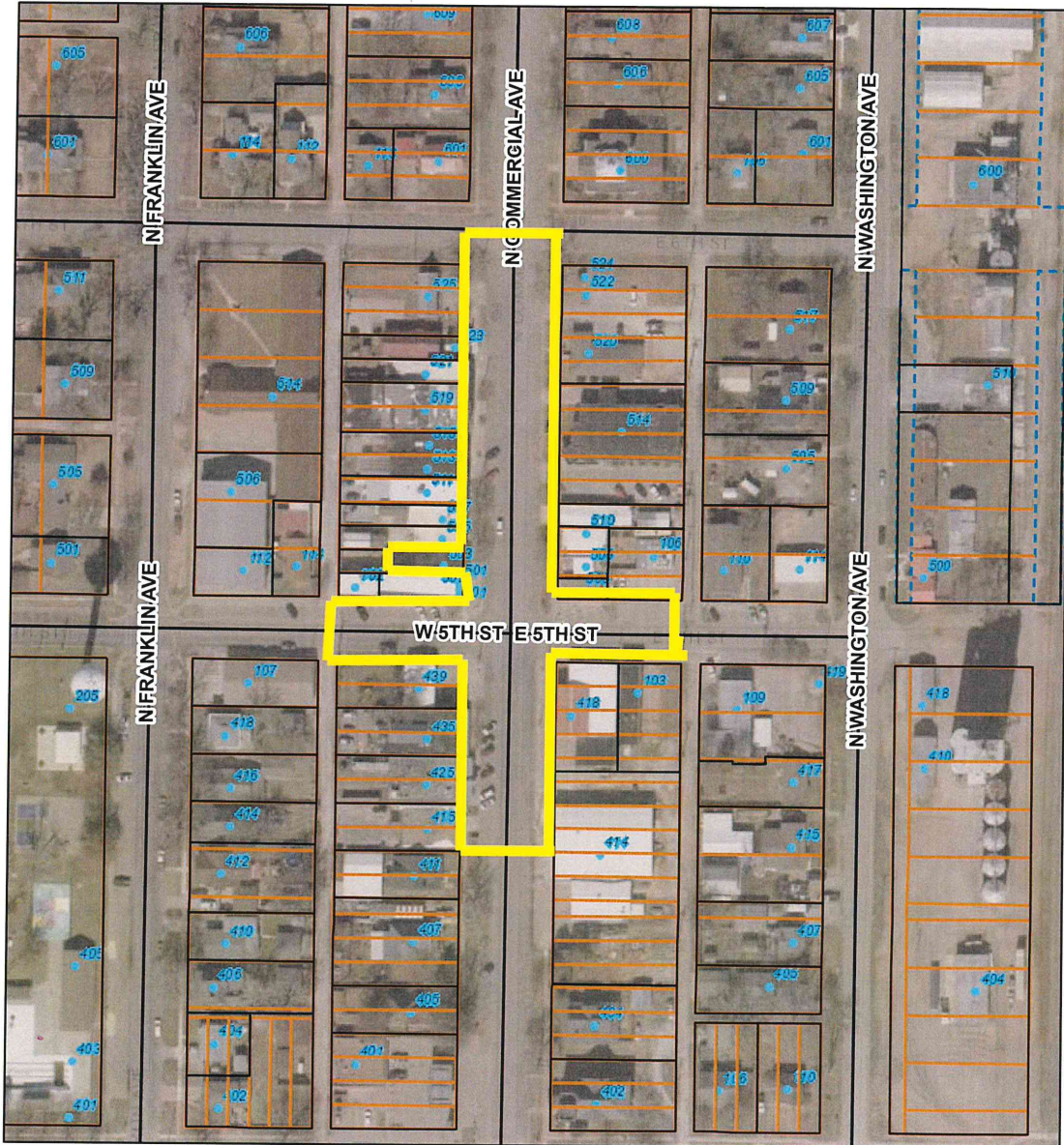
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City Clerk, Shelia Agee

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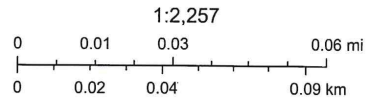
Mayor, Bryan Chapman

# ArcGIS Web Map



8/15/2025, 2:16:43 PM

- Override 1
- Road Centerline
- Streets/Roads
- Parcel Boundary
- Parcel Boundary
- Subdivisions
- Sedgwick Lots
- LOT LINES
- VACATION RR
- Address Points



All Kansas PSAPs, NG911 Coordinating Council, DASC, Sedgwick County, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

ArcGIS Web AppBuilder  
All map data subject to Harvey County GIS data disclaimer. Any conclusions drawn from such information are the sole responsibility of the user.

**ENTERING  
COMMON  
CONSUMPTION  
AREA**



**THURSDAY - SATURDAY  
12:00 AM to 10:00 PM**

**SEDGWICK  
KANSAS**

**EXITING  
COMMON  
CONSUMPTION  
AREA**



**• NO ALCOHOL BEYOND THIS POINT •  
THURSDAY - SATURDAY  
12:00 AM to 10:00 PM**

**SEDGWICK  
KANSAS**

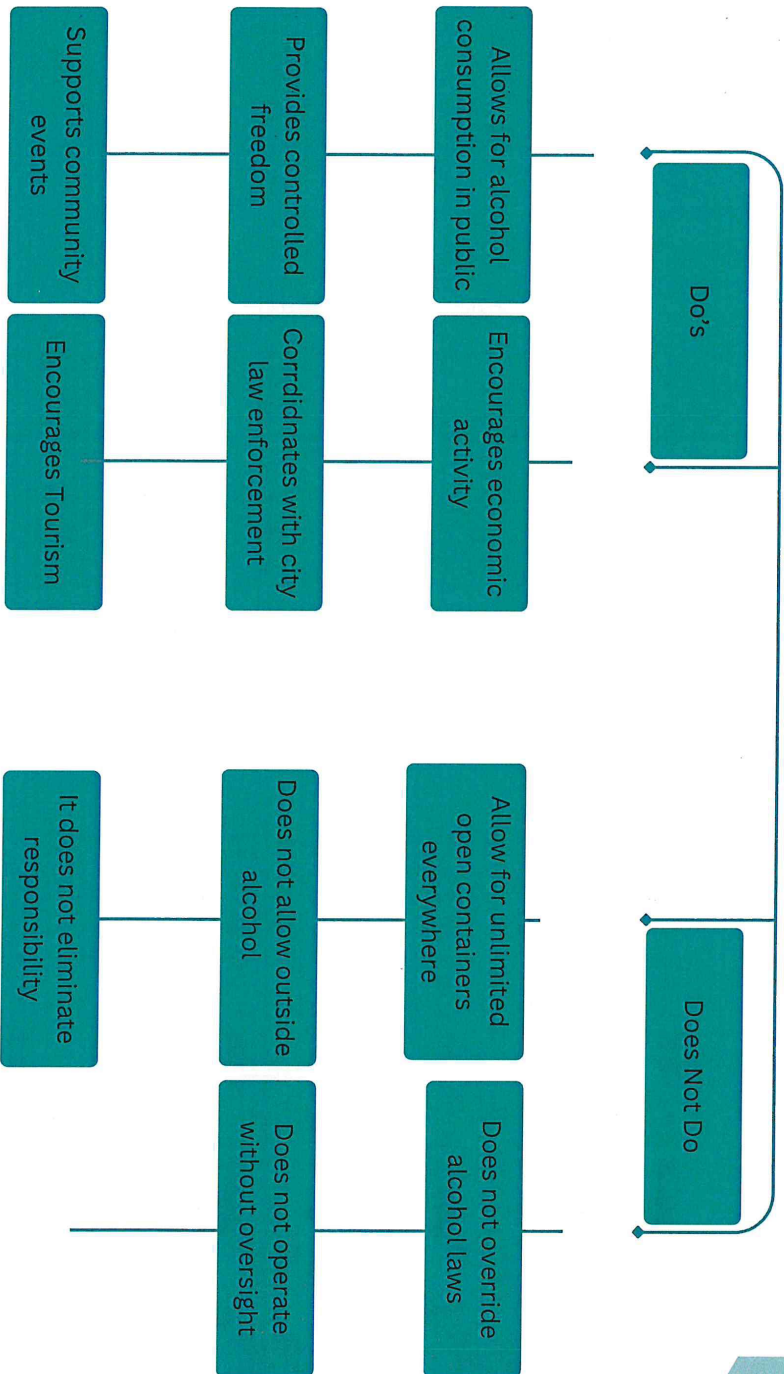
24099 CITY OF SEDGWICK COMMON CONSUMPTION ALUMINUM SIGNS  
this artwork is the sole property of Endura - unauthorized reproduction or distribution is prohibited







# COMMON CONSUMPTION AREA



#### What a Common Consumption Area Does:

1. Allows alcohol in public zones
  - Let's people walk and consume alcohol within marked boundaries, like in a plaza, or downtown district.
2. Encourages economic activity
  - Boosts local businesses by allowing patrons to carry drinks between participating venues and public areas.
3. Provides controlled freedom
  - Offers a social, open-air setting to enjoy drinks, with security, signage, and time restrictions.
4. Coordinates with city and law enforcement
  - Operates under specific local ordinances and requires permits, clear signage, and cooperation with local officials.
5. Supports community events and tourism
  - Often used during events, concerts, or in entertainment districts to attract foot traffic and community engagement. Festivals and special events must have street closure in place to operate in a CCA.

#### What a Common Consumption Area Does Not Do:

1. It does not allow unlimited or open-container drinking everywhere
  - Alcohol can only be consumed within the designated CCA boundaries, not throughout the city or neighboring areas.
2. It does not override alcohol laws
  - Laws regarding minimum drinking age, public intoxication, or over-serving still apply.
3. It does not allow outside alcohol
  - Only alcohol purchased from licensed vendors within the CCA is allowed—no BYOB.

4. It does not operate without oversight
  - A CCA must be approved and regulated by local authorities, including compliance with health, safety, and zoning regulations.
5. It does not eliminate responsibility
  - Businesses still have legal responsibilities (e.g., checking IDs, refusing service to intoxicated individuals).

### Commercial Ave Social District - FAQ

#### What is a Common Consumption Area?

A Common Consumption Area is a defined indoor or outdoor area, where individuals can possess and consume alcoholic beverages outside of a licensed bar, restaurant, or other eligible establishment that is permitted to sell alcoholic beverages by the State of Kansas.



#### How are the boundaries of the Common Consumption Area Marked?

The boundaries of the CCA are marked with signage, decals on sidewalks, and message lines at all streets/alleys.



## Commercial Ave Social District - FAQ

### What hours is the Common Consumption Area operational?

The Commercial Ave Social District is open Thursday - Saturday 12pm to 10pm.

### Can I bring in my own alcoholic beverages into the Common Consumption Area?

No. Only alcoholic beverages purchased in a licensed establishment are allowed in the Common Consumption Area.

### How can my business participate in the Common Consumption Area?

First and foremost, the business or entity wishing to participate must be located within or adjacent to the Commercial Ave Social District. For those that are within or adjacent to the district, businesses or entities must be licensed or authorized to sell alcohol with the State of Kansas. Following that provision, the entities or organizations must apply to the Kansas Alcoholic Beverage Control (ABC) for a permit to participate in the Common Consumption Area. ABC form 838 is the appropriate application form.

### If my business/entity participates in the Common Consumption Area, is there anything special I must adhere to?

The primary requirement for businesses or entities that participate in the Commercial Ave Social District is that in order for drinks to be carried into the Common Consumption Area, they must be served in a non-glass container, with the business or entities trademark, logo, or some other identifying mark clearly visible.

### If my business or entity chooses to participate in the Common Consumption Area, am I liable for violations that occur in the Common Consumption Area?

No, businesses and entities are only responsible for liquor violations that occur on their property. Any violation that occurs within the Common Consumption is the responsibility of the City of Sedgwick.

### Can a patron leave the Common Consumption Area with their alcoholic drink?

Participants may not leave the Common Consumption Area with an alcoholic beverage unless it is properly sealed according to State law. The district's boundaries are marked with signage and lines that indicate where the boundaries begin and end.

### Can a patron bring alcoholic beverages sold at one establishment into another business?

In that instance, each business owner retains discretion on whether to allow patrons into their establishments with alcoholic beverages purchased at another location.

### I'm a nonprofit organization that would like to participate in the Common Consumption Area, what do I need to do?

A nonprofit cannot participate in a Common Consumption Area, unless they are located in or adjacent to the area, have a temporary permit issued by the state, ABC Form 892, and have an approved application to participate in the Common Consumption Area, ABC Form 838.

### Where can I learn more about Common Consumption Areas?

The Kansas Department of Revenue, Alcoholic Beverage Control, has a Handbook for Common Consumption Area Permits. That information can be found online at <https://www.ksrevenue.gov/abchbcomconsumption.html>

### Who can I contact to learn more?

For additional information or questions about common consumption areas and state liquor laws, contact ABC Agent, Justin Whyte at 785-230-0568 or by email at [justin.whyte@ks.gov](mailto:justin.whyte@ks.gov)

Endura  
225 W 59th St N Park City, KS 67204  
sales@goendura.com  
(316) 838-1362

http://www.GoEndura.com



# Quote 24099

## COMMON CONSUMPTION SIGNS

QUOTE DATE  
08/11/2025  
QUOTE EXPIRY DATE  
09/10/2025  
TERMS  
Net 30

REQUESTED BY  
City of Sedgwick

CONTACT INFO  
Kyle Nordick  
knordick@cityofsedgwick.org  
(316) 807-4988

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	<b>COMMON CONSUMPTION AREA SIGNS</b> INCLUDES 12 GREEN SIGNS AND 12 RED SIGNS ON 0.08 ALUMINUM BACKERS W/ ROUNDED CORNERS COMMON CONSUMPTION AREA SIGNS Shipping (1.0 Unit)	1	Each	\$520.00	\$520.00	Y
2	<b>Design</b> RECREATING SIGN FROM PROVIDED REFERENCE	1	Each	\$50.00	\$50.00	Y

⊕ **Deposit Requirements**  
Jobs under \$1,000: Full payment is required upfront before we begin design or production.  
Jobs from \$1,001 to \$10,000: A 50% deposit is required before production or scheduling. The remaining 50% is due upon completion.  
Jobs over \$10,000: A 30% deposit is required to begin. An additional 40% is due after design approval, and the remaining 30% is due at installation.  
Approved commercial clients may be eligible for Net 30 terms (requires management approval prior to quote acceptance).

**Subtotal:** \$570.00  
**Sales Tax (0%):** \$0.00  
**Total:** \$570.00

SIGNATURE:

DATE:

**City of Sedgwick  
City Council Meeting  
September 17, 2025**

**TO: Mayor and City Council**

**SUBJECT: Development Agreement – Lange Real Estate**

**INITIATED BY: Administration**

**AGENDA: New Business**

---

**Background:** The City recently purchased 40 acres of land at the NW corner of 96<sup>th</sup> and Hoover for future residential development. Ryan Mills of Lange Real Estate presented to the governing body a proposed development agreement where Lange Real Estate would partner with the City as the developer of the land with the City retaining ownership and financial responsibility for the development. Revisions have been made to the agreement in terms of the scope of work, overall project ownership, and development schedule.

**Analysis:** Lange Real Estate is a growing developer in the Wichita area and has more recently started development projects along the north end corridor furthering real estate development offerings in Park City, Valley Center, and Hesston.

The proposed development agreement sets forth a timeline with deadlines for both the developer and the owner of the project to keep things on track and allow for an exit from both parties if either party is default on their obligations. Upon the effective date of the development agreement the developer would have 90 days to complete and present the final Master Development Plan to the governing body for consideration. This document will establish the general plan for the development, design, projections of income & expenses and development schedule. The Governing Body will work side by side with the developer providing input on requests during the Master Development Plan process.

Upon completion of the Master Development Plan, both parties have 150 days to make reasonable efforts to mutually agree and adopt the Master Development Plan. Following the adoption of the Master Development Plan, the City and Developer will have 90 days to work with the City’s chosen engineer to commence design and construction of infrastructure.

The current timeline has the development project qualifying for final or temporary certificates of occupancy for 50% of the development on or before year 5; with final completion slated on or before year 10. The timeline can be expedited or slowed down at any time dependent upon both parties’ ability to move through obligations.

**Financial Considerations:** Financially, the City as the owner of the project would be responsible for the development fees (10% of the total input costs for the project), any engineering work, and the infrastructure improvements for the project. Additionally, in the event a public incentive is granted, a public incentive fee of 2.5% of the par value of the bonds for any public incentives shall be paid to the Developer. In adoption of this development agreement, the City would simultaneously adopt the

brokerage agreement with Lange Real Estate making them the sole realtor for the project. Lange would be incentivized through the sale of lots within the development and receive a stipulated percentage of those sales.

**Recommended Action:** It is recommended that the governing body adopt the development agreement as presented.

## DEVELOPMENT AGREEMENT

### CITY OF SEDGWICK, KANSAS

**THIS DEVELOPMENT AGREEMENT** (this “**Agreement**”) made and entered into this 17<sup>th</sup> day of September, 2025 (the “**Effective Date**”), by and between the **City of Sedgwick, Kansas**, a municipal corporation organized according to Kansas law (the “**City**”), and **Lange Real Estate**, 1101 W Douglas Ave Wichita, KS 67213 hereinafter referred to as **Lange Real Estate** (hereinafter referred to as “**Lange**” or the “**Developer**”), the City and the Developer are hereinafter collectively referred to as the “**Parties**” and each a “**Party**”.

For purposes of this Agreement, the terms “**Lange**” and “**Developer**” may be used interchangeably to refer to Lange Real Estate.

### RECITALS

- A. The City is the owner (the “**Owner**”) of approximately 40 acres of real property described in *Exhibit A* attached hereto (the “**Property**”).  
For purposes of this Agreement, the terms “**City**” and “**Owner**” may be used interchangeably to refer to City of Sedgwick.
- B. The City and Developer wish to enter into an Exclusive Developer Agreement for the purpose of marketing and developing real property owned by OWNER, as described in *Exhibit A*, pursuant to the terms of this Agreement and in accordance with the proposed concept plan as more fully described in *Exhibit B* (the Development).

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth in this Agreement, it is mutually agreed by and between the Parties as follows:

### ARTICLE I

#### RELATIONSHIP OF THE PARTIES

- 1.1. **DEVELOPER** will act as the exclusive broker, marketer and developer of the Development. The Real Property will be included in and become an integral part of the Development to serve the needs of future tenants and purchasers in the Development, and OWNER acknowledges and agrees that other than DEVELOPER, OWNER will not list the Real Property for sale, independently market the Real Property, or sell the Real Property to any third party, during the Term, as defined below. OWNER will work exclusively with DEVELOPER.

Notwithstanding, the provisions of the first paragraph of this Section 1.1, OWNER may, in its sole discretion, continue to manage, offer for lease, repair, and collect lease and rental payments with respect to the Real Properties listed on “**Exhibit A**”, until such time as any one or more of the Real Properties is identified to become an integral part of the Development.

- 1.2. This Agreement is exclusive.
- 1.3. **Brokerage:** DEVELOPER will be the Broker for OWNER and the attached “**Exhibit C**” Listing Agreement shall be executed simultaneously with this agreement which specifies the terms of the brokerage agreement. If this subject property is sold to one of the DEVELOPER entities partially or wholly for development, there will be a brokerage fee due as per that listing agreement. If the OWNER does a build to suit development for this property either partially or wholly then a broker fee will apply and be due as well.
- 1.4. Developer will maintain and have the exclusive right and responsibility for the negotiation of all sales agreements.

## **ARTICLE II**

### **COSTS AND EXPENSES**

It is understood, OWNER shall be responsible for all approved development expenses related to the Real Property. Under no circumstances shall either party be liable to the other party for lost or anticipated profits, consequential, incidental, special, punitive or any other type of indirect damages as a result of this agreement.

## **ARTICLE III**

### **DEVELOPMENT AND CONSTRUCTION**

- 3.1. **Master Development Plan:** DEVELOPER, with the participation and input of CITY, will prepare a draft(s) Master Development Plan establishing the general plan for the development, design, projections of income & expenses and development schedule. The Developer will present the draft Master Development Plan to the City Council for approval, which will be granted or withheld in the City Council’s sole discretion. The Master Development Plan approved by the City will serve as a master guide to the development of the Project. The Parties acknowledge that the nature, size, and design of the improvements to be constructed within the Project will conform to the Master Development Plan, as may be amended from time to time upon approval of the City.

### 3.2. Design.

- 3.2.1. **Surveys, Planning and Zoning.** Developer will select and engage surveyors, with City approval, to survey and determine the legal descriptions of the Property. Developer will work with the contracted City Engineering firm to prepare all plats, site plans, drainage plans, and other requirements of the City's Subdivision Regulations and Zoning Regulations. The Developer will cause to be prepared and submitted an application for any necessary change to zoning classification of the Property and any other Governmental Approvals required to develop the Property. All costs associated with the surveys, planning, zoning applications, and related Governmental Approvals shall be borne by the City.
- 3.2.2. **Design.** The Developer will work in conjunction with the City to establish an appropriate design of the development, subject to the requirements of the Master Development Plan, and City Council's approval, in accordance with this Section and all applicable building codes, laws, and regulations. The Developer shall provide the City with preliminary plans and specifications for the development when they are prepared. The City shall participate in the design process and provide design input. The Developer may submit designs and/or development plans for the City's consideration in the City's sole discretion in accordance with the City's standard process for similar projects. All costs associated with the design and related Governmental Approvals shall be borne by the City.

### 3.3. Infrastructure

- 3.3.1. **Design and Construction.** Developer will coordinate with the City and City's engineer to design any infrastructure improvements to serve the development, including sanitary sewer, drainage, streets and paving, and water improvements in conformance with all City Codes and requirements and the Master Development Plan. City will manage and coordinate the bidding and construction process for all infrastructure. The City reserves the right to enter into a supplementary agreement with the Developer to transfer the responsibility of the management and coordination of the bidding and construction process to the Developer. The contractor will be selected and engaged with the approval of the City. All infrastructure improvements will, where appropriate, connect to existing City infrastructure improvements in a manner approved by the City. All infrastructure improvements will be designed and constructed in accordance with plans approved by the City and to City standards. All costs associated with the design, bidding, and construction of infrastructure improvements shall be borne by the City.

3.4. **Incentives.** Developer and the City will analyze the availability and effectiveness of potential public incentive programs with respect to the Project. If public incentives are available and desired to be included for the Project, the Developer will cause all necessary applications to be submitted to the City. The Developer acknowledges the granting of public incentives is within the sole discretion of the City (or other appropriate governmental body) and that the Developer obligations under this Agreement are not contingent upon receipt or approval of any incentive that may be requested.

3.4.1. **Public Incentive Fee.** In the event a public incentive is granted, a Public Incentive Fee equal to 2.5% of the par value of the bonds for any public incentives (TIF, CID, KHITC, MIH, RHID, and IRBs or similar) shall be paid to the Developer. In the event bonds are not funded but are issued in a pay-as-you-go format, the Public Incentive Fee shall be approximated as though the Public Incentive was bonded. The Public Incentive Fee shall be paid at bond/financing closing.

3.5. **Restrictive Covenants.** Developer, with the approval of the City, will develop restrictive covenants to be applicable to the Project. Such covenants will include design standards, use restrictions, common area maintenance and management, and other provisions all to maintain the first-class quality of the Project. The Developer agrees that one or more owners' associations shall be formed and incorporated as non-profit corporations under Kansas law, at the Developer's sole cost. The declarations of covenants and other provisions of the owners' associations being formed shall provide specific pertinent language requiring that the owners' association maintain the appropriate common areas and drainage areas in accordance with the plat of the Project, City Code, and City standards.

3.6. **Speculative Home Construction.** The City has expressed interest in the construction of a speculative home ("Spec Home") within the Development to help catalyze residential activity. While Lange shall not be required to construct a Spec Home, Developer is supportive of this objective and agrees to make commercially reasonable efforts to facilitate the construction of a Spec Home by a third-party builder. Such efforts may include:

- (1) Engaging in direct outreach to builders with whom Developer has established relationships through past or ongoing residential projects;
- (2) Coordinating site tours or informational meetings between such builders and City representatives, if requested; and
- (3) Providing relevant development timelines, infrastructure updates, and lot availability to interested builders.

Developer will encourage these builders to consider construction of a Spec Home on market-feasible terms. The City acknowledges that Developer cannot guarantee the participation of any third-party builder or the timing or terms under which a Spec Home may be constructed.

**3.7. Development Schedule.**

3.7.1. The Developer will meet the following Development Schedule:

	<i><b>Developer Obligation</b></i>	<i><b>Deadline</b></i>
1.	Good faith reasonable efforts to obtain City decisions, on Master Development Plan terms, culminating in an initial draft of the Master Development Plan for City consideration	90 days after Effective Date (plus a day-for-day extension if the 3.7.2 60-day deadline is not met)
2.	Good faith reasonable efforts to mutually agree with City on the initial Master Development Plan	150 days after the 3.7.1.1. deadline
3.	Commence Design and Construction of Infrastructure if assigned by City per section 3.3.1	90 days after mutual approval of Master Development Plan
4..	Qualify for final or temporary certificates of occupancy ("CO") for 50% (or other reasonable substantial completion metric) of the Private Development Project building area designed to be occupied. Plus after the 5-year deadline meet the terms of the temporary CO to achieve final CO.	5 years after mutual approval of Master Development Plan
6.	Qualify for final or temporary CO for all Private Development Project building area designed to be occupied, and after said 10 year deadline. Plus after the 10-year deadline meet the terms of the temporary CO to achieve final CO.	10 years after mutual approval of Master Development Plan

3.7.2. The City will meet the following Development Schedule:

	<b><i>City Obligation</i></b>	<b><i>Deadline</i></b>
1.	Decisions on Developer's requests for input to the Master Development Plan terms, needed before Developer can provide initial draft of the Master Development Plan for City consideration	60 days after Effective Date
2.	Good faith reasonable efforts to mutually agree with Developer on the initial Master Development Plan	150 days after the 3.7.2.1 deadline
3.	Commence Design and Construction of Infrastructure or assigned responsibility to Developer per section 3.3.1	90 days after mutual approval of Master Development Plan

**ARTICLE IV**  
**DEVELOPER FEE**

4.1. For the work and services to be performed by DEVELOPER under this Agreement, OWNER shall pay to DEVELOPER:

- LANGE, as Developer, shall be entitled to a reasonable and customary development fee equal to ten percent (10%) of the total input costs for the Project (the "Development Fee"), as reasonably estimated at the outset of the Project. (For avoidance of confusion, it is the parties' intention that the 10% development fee is in addition to the 2.5% fee on incentives procured and the 2% fee on investment procured.) The estimated Development Fee shall be divided evenly over the projected number of months required to complete the Project and invoiced monthly. Each monthly invoice shall accrue in full but shall not become due and payable until the occurrence of a "Cash Event," as defined below.

At Project completion or upon final determination of total input costs, the actual Development Fee shall be calculated. If the actual Development Fee exceeds or falls short of the estimated Development Fee, the difference shall be reconciled as an adjustment to the final invoice(s). Any overpayment or underpayment shall be credited or invoiced accordingly.

**Cash Event Definition.**

For purposes of this Agreement, a “Cash Event” means any transaction or occurrence that results in a material inflow of Project capital or liquidity, including, without limitation, the closing of construction financing, sale of Project assets, reimbursement of public incentives, or such other liquidity events as may be mutually agreed in writing by the Parties.

- If LANGE brings Investors to this development, LANGE will be paid Two Percent (2%) of all investor funds contributed at the time of contribution.

**ARTICLE V****MISCELLANEOUS**

- 5.1. **Governing Law.** This Agreement shall be subject to, and construed and interpreted in accordance with, the laws of the State of Kansas without regard to the conflict of law’s provisions thereof.
- 5.2. **Disputes.** Any dispute, controversy or claim arising out of or in conjunction with this Agreement, including without limitation any dispute regarding the enforceability of any provision, which cannot be resolved through good faith negotiations within thirty (30) days or such longer period of time as may be mutually agreed between the Parties, shall be exclusively submitted to and finally resolved in the 18<sup>th</sup> Judicial District Court, for the State of Kansas, sitting in Wichita, Sedgwick County, Kansas.
- 5.3. **Notices.** All notices, requests, demands and other communications under this Agreement must be in writing and will be deemed duly given, unless otherwise expressly indicated to the contrary in this Agreement: (i) when personally delivered; (ii) upon receipt of a telephone facsimile transmission with a confirmed telephonic transmission answer back; provided that such notice, request, demand or other communication is also sent by a nationally recognized overnight courier; (iii) three (3) days after having been deposited in the United States mail, certified or registered, return receipt requested, postage prepaid; or (iv) one (1) business day after having been dispatched by a nationally recognized overnight courier service, addressed to the parties or their permitted assigns at the following address (or at such other address or number as is given in writing by either party to the other):

***Notices to DEVELOPER will be sent to:***

LANGE REAL ESTATE  
 Attn: Ryan Mills  
 1101 W. Douglas  
 Wichita, Kansas 67213

***Notices to Owner will be sent to:***

**City of Sedgwick**  
 Attn: Kyle Nordick  
 520 N. Commercial Ave.  
 Sedgwick, KS 67135

- 5.4. **Assignment/Binding Effect.** Neither party shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party hereto, except to a successor in ownership of all or substantially all of the assets of the assigning party if the successor in ownership expressly assumes in writing the terms and conditions of this Agreement. Any attempted assignment without written consent will be void. This Agreement shall inure to the benefit of and shall be binding upon the valid successors and assigns of the parties.
- 5.5. **Severability.** Should any provision of this Agreement be determined to be unenforceable or prohibited by any applicable law, this Agreement shall be considered severable as to such provision which shall then be inoperative, but the remaining provisions shall be valid.
- 5.6. **Entire Agreement/Modification.** This Agreement contains the entire understanding between the parties, superseding all prior contemporaneous communications, representations, agreements, and understandings, oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by a mutually acceptable written amendment executed by each of the parties hereto. In the event of any alterations, adjustments, or modifications to the scope of work delineated in this Agreement that substantially affect the Project budget, the Parties herein agree to create a formal change order. This change order shall detail the nature of the changes, their impact on the Project budget, development fees, and any necessary adjustments to the terms, responsibilities, or costs delineated within this Agreement. All involved Parties shall review, consent to, and formally endorse this change order as an integral amendment to the existing Agreement prior to the implementation of said modifications.
- 5.7. **Limited Durable Power of Attorney.** It is understood and agreed between the parties hereinbefore mentioned that OWNER shall grant to DEVELOPER a Limited Durable Power of Attorney per the listing agreement allowing DEVELOPER to act as an agent of the OWNER for performing all requisite and necessary acts necessary to develop OWNER's property on "Exhibit A".
- 5.8. **Execution in Counterparts and Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement transmitted by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

- 5.9. **Proof of Insurance.** Prior to the execution of any development agreement, the OWNER shall furnish, upon request, valid and satisfactory proof of insurance coverage for the property intended for development. The insurance documentation provided must meet the specifications and requirements mutually agreed upon by both the OWNER and the DEVELOPER. The DEVELOPER reserves the right to review and approved the insurance documentation before finalizing the development agreement. Failure to present adequate proof of insurance may result in the postponement or non-execution of the development agreement.
- 5.10 **Owner Failure to Perform.** In the event that the OWNER fails to fulfill their obligations as outlined in this Agreement or encounters circumstances solely attributable to the OWNER, hindering the progress or advancement of the Project, the DEVELOPER shall be entitled to compensation for the work completed up to the point of such occurrence. This compensation shall be commensurate with the completed work and expenses reasonably incurred by the DEVELOPER, as verified and agreed upon by both Parties. The determination of compensation shall be based on documented progress and expenses incurred by the DEVELOPER, excluding any additional losses or anticipated profits. The Parties agree to negotiate in good faith to reach a reasonable and fair resolution regarding the compensation for work completed due to such circumstances.
- 5.11 **Developer Failure to Perform.** In the event that the DEVELOPER fails to meet a milestone as outlined in Section 3.6.1, the DEVELOPER shall be required to meet with City within fourteen (14) days of missed milestone. The Parties agree to work in good faith to set a reasonable correction plan for completion of Project.

**ARTICLE VI**  
**TERM AND TERMINATION**

This Agreement shall become effective as of the date the agreement is fully executed (the “*Effective Date*”) and will continue for a term of **ten (10) years** (the “*Term*”). Developer to provide an estimated development timeline and schedule within ninety (**90**) days of this signed agreement for stakeholder approval. See Exhibit D for a template example. If the obligations of the developer within the schedule provided are not met or modified based on approvals or stipulations outside of developer and owner control, either party may terminate this agreement by providing 90 days advanced written notice.

**IN WITNESS WHEREOF**, this Agreement was signed by the Parties hereto under the hands of their duly authorized Officers effective as of the Effective Date.

**LANGE REAL ESTATE, LLC & Assigns**

**OWNER**

By: \_\_\_\_\_  
Name: Rachel Lange-Mills  
Title: Member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Ryan Mills  
Title: Developer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**“EXHIBIT A”**

The Property is generally shown outlined below in red, along with all other city-owned property rights adjacent thereto that are not public road, pedestrian or utility right-of-way.

The Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of Section Thirty-four (34),  
Township Twenty-four (24) South,  
Range One (1) West of the 6th P.M., Harvey County, Kansas.

“EXHIBIT B”



EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT - LAND  
SELLER AGENCY

Item 7.

1 This Exclusive Right to Sell Listing Agreement – Land (“Agreement”) is between Seller and Brokerage Firm (Brokerage  
2 Firm, its brokers, agents, and employees are referred to collectively as “Broker”) for the Property commonly known as  
3 \_\_\_\_\_ the “Property”).  
4 This Agreement is exclusive and irrevocable for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_ the “Term”).

5 LEGAL DESCRIPTION: \_\_\_\_\_  
6 \_\_\_\_\_  
7 \_\_\_\_\_  
8 \_\_\_\_\_

9 The Property is offered for sale for: (i) (\$ \_\_\_\_\_ ) \_\_\_\_\_ dollars or (ii) (\$ \_\_\_\_\_  
10 \_\_\_\_\_ ) \_\_\_\_\_ dollars per acre (the “Purchase Price”) on the following terms:

11 A.  Cash B. Loan:  Conventional  Assumption  FHA  VA C.  Seller Carry

12 Sale of the Property shall include all improvements located on the Property, as well as the following items: \_\_\_\_\_  
13 \_\_\_\_\_  
14 \_\_\_\_\_

15 Sale of the Property shall exclude the following: \_\_\_\_\_  
16 \_\_\_\_\_

17 Mineral rights:	Crops planted at the time of sale:	Water rights:
18 _____ % pass with the land	_____ pass with the Property	_____ pass with the Property
19 _____ to the buyer	_____ to the Buyer	_____ to the Buyer
20 _____ % remain with the Seller	_____ remain with the Seller	Permit # _____
21 _____ % are owned by third party	_____ none	_____ remain with the Seller
22 _____ unknown	_____ negotiable	Permit # _____
	_____ other	_____ have been terminated.

24 (please describe other) \_\_\_\_\_  
25 \_\_\_\_\_

26 Are there any oil, gas, or wind leases of record? \_\_\_\_\_

27 There is no leasehold interest or tenant's rights in the Property, except as follows: \_\_\_\_\_

28 **1. BROKER AGREES TO:** Perform the terms of this Agreement, promote the interests of Seller with the utmost good  
29 faith, loyalty, and fidelity, including presenting all offers, counteroffers and back-up offers in a timely manner. Upon  
30 Seller’s execution of a Contract for Purchase, Broker will not be obligated to continue marketing the Property but will  
31 submit to Seller any offers received and update the status of the Property per the Multiple Listing Service (“MLS”)  
32 guidelines. **Broker will:**

- 33 A. Market the Property at Broker’s expense, unless otherwise agreed to in writing.
- 34 B. Disclose to the Seller all adverse material facts actually known by the Broker about the Prospective Buyer and  
35 advise the Seller to obtain expert advice as to material matters known by the Broker but the specifics of which  
36 are beyond the Broker’s expertise. When the Seller has been so advised, no cause of action for any person shall  
37 arise against the Broker pertaining to such material matters.
- 38 C. Disclose to any customer and Seller any facts actually known by Broker, related to the physical condition of the  
39 Property, that were omitted from, or which contradict any information included in a written report that has  
40 been prepared by a qualified third party and provided to a customer or Seller. However, Broker owes no duty  
41 to conduct an independent inspection of the Property for the benefit of a customer or to independently verify  
42 the accuracy or completeness of any statements made by the Seller or any qualified third party.
- 43 D. Account in a timely manner for all money and property received.

Seller’s Initials \_\_\_\_\_

- 44 E. Comply with all requirements of the Brokerage Relationships in Real Estate Transactions Act of Kansas  
45 “Act”) and rules and regulations adopted under the Act, comply with any applicable federal, state, and local  
46 laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and rules and regulations.
- 47 F. Not to disclose any confidential information about the Seller unless disclosure is required by statute, rule, or  
48 regulation, or unless failure to disclose would constitute fraudulent misrepresentation. No cause of action for  
49 any person shall arise against the Broker for making any required or permitted disclosure.
- 50 G. Disclose to any customer all adverse material facts actually known by the Broker, including but not limited to  
51 environmental hazards affecting the Property which are required by law to be disclosed, the physical condition  
52 of the Property, any material defects in the Property or title thereto, or any material limitations on the Seller’s  
53 ability to perform under the terms of the contract.

54 **2. THE BROKER IS NOT RESPONSIBLE** for vandalism, theft, or damage or loss of any kind to the Property.

55 **3. SELLER AGREES TO AND WILL:**

- 56 A. Refer all inquiries and offers received during the Term of this Agreement to the Broker.
- 57 B. Furnish the Broker a key (if applicable) to the Property and permit the Broker to place a lock box on the Property  
58 during the Term of this Agreement or until final settlement of a sales transaction, whichever is later.
- 59 C. Provide evidence of clear title to the Property and inspection reports, including, but not limited to, water well,  
60 septic tank, lagoon, and environmental inspections, when required in a sales contract or by a code or ordinance  
61 of a governmental agency. Seller agrees to indemnify, defend, and hold harmless Broker from any liability, cost  
62 or expense related to the title to the Property, any inspections, or any inspection reports.
- 63 D. Unless, otherwise agreed to in writing, leave utilities (if applicable) on up until the first of the following to  
64 occur: (a) through the expiration of the Term of this Agreement; or (b) until Prospective Buyer’s possession of  
65 the Property.
- 66 E. Thoroughly review the listing information prepared by the Broker and advise the Broker immediately of any  
67 errors or omissions. Seller represents and warrants that to the best of Seller’s knowledge the listing information  
68 is accurate.

69 **4. COMPENSATION:** Seller agrees to pay Broker \_\_\_\_\_% of the Purchase Price or \$ [ ] (the “Fee”)  
70 Seller authorizes the deduction of the Fee from the Seller’s proceeds at closing. As clarification, if a sale of the Property  
71 fails to close due to Seller’s default or with Seller’s consent, Seller shall remain obligated to pay Broker the Fee.

72 Seller agrees to pay Broker an additional fee of \_\_\_\_\_% of the Purchase Price OR \$ [ ] (the "Fee") if the Selling  
73 Broker assumes the role of Transaction Broker for both parties OR if a Buyer is not represented by a broker, ("Buyer  
74 Broker"). Broker assumes additional liability and paperwork responsibilities. Broker will not represent the Buyer, but  
75 will facilitate the completion of necessary forms and ensure fair treatment of all parties.

76 Seller has been advised that Contract for Purchase may include requests for Seller to pay Buyer Brokerage Fee.

77 **Brokerage fees are not set by law and are fully negotiable. Broker does not share compensation with Buyer Broker.**

78 In addition, Seller shall pay Broker the Fee if the Property is sold, leased, exchanged, conveyed, or otherwise transferred  
79 to an Identified Prospective Buyer within \_\_\_\_\_ days (End of day is defined as 11:59 pm.) after the termination or  
80 expiration of this Agreement (the

81 “Protection Period”). An “Identified Prospective Buyer” is any person or entity with whom Broker has provided  
82 information, shown, exchanged correspondence, negotiated, or exposed the Property and whose name is listed in a  
83 written notice provided to Seller by Broker prior to the expiration or termination of this Agreement. Notwithstanding  
84 the foregoing, Seller shall not be obligated to pay the Fee if Seller and another licensed real estate broker execute a  
85 valid exclusive listing agreement during the Protection Period and the sale, lease, exchange, conveyance, or transfer of  
86 the Property is made during the Protection Period.

Seller’s Initials [ ] [ ]

87 Seller directs Broker to cooperate with and disclose to cooperative brokers as specified below. The Seller agrees

88 Broker shall: (please initial)

89 Offer Cooperation to:

90 Buyer's Broker Yes   No   Transaction Broker Yes   No

91 **5. LISTING SERVICES:**

92 Seller authorizes Broker to:

- 93 A. Place a For Sale sign on the Property and remove all other signs during the Term of this Agreement.
- 94 B. Enter the Property at reasonable times to show to Prospective Buyers or provide access for inspections and
- 95 appraisals.
- 96 C. Contact any and all lien holders to obtain any and all relevant information.

97 **6. EARNEST MONEY:** Seller understands and agrees that Broker may accept a deposit ("Earnest Money"), which will be  
98 applied against the Purchase Price and deposited into an escrow account maintained by the Broker or other escrow  
99 agent until the closing of the sale of the Property. If the Earnest Money is forfeited by the Prospective Buyer, Seller shall  
100 be entitled to 1/2 of the Earnest Money and shall direct the escrow agent to pay 1/2 of the Earnest Money to Broker or  
101 authorize Broker to retain 1/2 of the Earnest Money if the Earnest Money is in an escrow account maintained by Broker.  
102 Notwithstanding the foregoing, Broker's 1/2 of the Earnest Money shall not exceed the Fee which would be paid to Broker  
103 if the sale closed.

104 **7. BROKERAGE RELATIONSHIP DISCLOSURE:** Seller acknowledges receiving the "Real Estate Brokerage Relationships"  
105 disclosure. Seller understands and agrees that as part of the marketing of the Property, Broker may be showing  
106 Prospective Buyers properties other than the Property and providing Prospective Buyers with information on selling  
107 prices in the area. Seller understands that Broker may show alternative properties not owned by Seller to Prospective  
108 Buyers and may list competing properties for sale without breaching any duty or obligation to Seller.

109 **8. TRANSACTION BROKER:** Seller acknowledges that Broker may have clients who have retained Broker to represent  
110 them as a Prospective Buyer in the acquisition of property. If a Prospective Buyer client becomes interested in making  
111 an offer on Seller's Property, then the Broker would be in a position of representing both Prospective Buyer and Seller  
112 in that transaction unless Designated Agents have been appointed pursuant to paragraph 9. Such representation would  
113 constitute dual agency, which is illegal in Kansas. With the informed written consent of both Prospective Buyer and  
114 Seller, Broker may act as a Transaction Broker. As a Transaction Broker, Broker would assist the parties with the real  
115 estate transaction without being an agent or advocate for the interests of either party.

116 **Seller consents** to Transaction Brokerage, subject to both Prospective Buyer and Seller signing a Transaction Broker  
117 Addendum to their agency agreement with Broker, which must be signed by the Prospective Buyer prior to writing an  
118 offer to purchase the Property and by Seller prior to signing the purchase contract.

119 (please initial one) Yes   No

120 **9. DESIGNATED AGENCY:** A Designated Agent is a real estate licensee affiliated with a Broker who has been designated  
121 by the Broker, or the Broker's duly authorized representative, to act as the agent of a Broker's Prospective Buyer or  
122 seller client to the exclusion of all other affiliated licensees.

123 A. **If a Designated Agent is not appointed to represent Seller,** Seller understands that although a Designated  
124 Agent is not appointed to represent Seller, another licensee with Broker's firm may act as a Designated Agent  
125 for a Prospective Buyer who may be interested in Seller's Property. If another licensee with Broker's firm acts  
126 as a Designated Agent for a Prospective Buyer in the sale of Seller's Property, Seller understands:

- 127 1. The supervising Broker (or branch Broker, if applicable) will act as a Transaction Broker and will not
- 128 advocate for the interests of either party, and will not, without prior consent of both parties, disclose any
- 129 information or personal confidences about a party, which might place the other party at an advantage. The
- 130 supervising Broker (or branch Broker, if applicable) may appoint an affiliated licensee to act in the
- 131 transaction as a Transaction Broker.

Seller's Initials

- 132 2. The Designated Agent for the Prospective Buyer will perform all of the duties of a Prospective Buyer's
- 133 and will be the Prospective Buyer's legal agent to the exclusion of all other licensees in the Broker's firm.
- 134 3. All other licensees affiliated with the firm will represent Seller in the sale of Seller's Property and will
- 135 perform all of the duties of a Seller's Agent. Seller consents to a Designated Agent from the Broker's firm
- 136 representing a Prospective Buyer in the sale of Seller's Property.

137 (please initial one) Yes   No   N/A

138 B. If a Designated Agent is appointed to represent Seller, Seller understands:

- 139 1. The Designated Agent will perform all of the duties of a Seller's Agent and will be Seller's legal agent to the
- 140 exclusion of all other licensees in the Broker's firm.
- 141 2. Another licensee with the Broker's firm may act as a Designated Agent for the Prospective Buyer in the sale
- 142 of Seller's Property.
- 143 3. The supervising Broker (or branch Broker, if applicable), will act as a Transaction Broker, and will not
- 144 advocate for the interests of either party and will not, without prior consent of both parties, disclose any
- 145 information or personal confidences about a party, which might place the other party at an advantage. The
- 146 supervising Broker (or branch Broker, if applicable) may appoint an affiliated licensee to act in the
- 147 transaction as a Transaction Broker.
- 148 4. If the Designated Agent for the Seller is also the Designated Agent of a Prospective Buyer who is interested
- 149 in Seller's Property, the Designated Agent cannot represent both Seller and Prospective Buyer. With the
- 150 informed consent of both Prospective Buyer and Seller,
- 151 the Designated Agent may act as a Transaction Broker and assist the parties with the real estate transaction
- 152 without being an agent or advocate for the interests of either party.
- 153 5. If a Prospective Buyer client of a Designated Agent wants to see a property which was personally listed by
- 154 the supervising Broker, the supervising Broker, with the written consent of Seller, may specifically designate
- 155 an affiliated licensee who will act as a Designated Agent for Seller. Seller consents to a Designated Agent
- 156 relationship.

157 (please initial one) Yes   No   N/A

158 If applicable, Broker, or Broker's authorized representative, hereby designates \_\_\_\_\_

159 \_\_\_\_\_ to act as Designated Agent on

160 Seller's behalf.

161 Pursuant to paragraph 8, **Seller consents** to the above-named Designated Agent acting as a Transaction Broker

162 in the event the Designated Agent is also the Designated Agent for a Prospective Buyer, subject to both

163 Prospective Buyer and Seller signing a Transaction Broker Addendum to their agency agreement with Broker,

164 which must be signed by the Prospective Buyer prior to writing an offer to purchase the Property, and by Seller

165 prior to signing the purchase contract.

166 (please initial one) Yes   No   N/A

167 **10. CONCESSIONS: Seller has been advised and understands that BUYER MAY REQUEST SELLER PAID ASSISTANCE**

168 **(CONCESSIONS) INCLUDING, BUT NOT LIMITED TO: CLOSING COSTS, LOAN COSTS, DISCOUNT POINTS, PREPAIDS,**

169 **BUYER BROKERAGE FEE, AND HOME WARRANTY.**

170 **11. Seller has been advised and understands that THE LAW REQUIRES DISCLOSURE OF ANY KNOWN MATERIAL**

171 **DEFECTS IN THE PROPERTY TO PROSPECTIVE BUYERS AND THAT FAILURE TO DO SO MAY RESULT IN CIVIL LIABILITY**

172 **FOR DAMAGES.** Seller represents and warrants that the information provided to the Broker as well as the information

173 provided in this Agreement is true and correct according to the Seller's knowledge and agrees to indemnify, defend and

174 hold Broker and any cooperating brokers and agents harmless from any claims, liabilities, and damages, including but

175 not limited to reasonable attorney fees and costs, arising due to (i) Seller's failure to disclose information regarding the

176 Property, (ii) Seller providing any incorrect information regarding the Property, or (iii) Seller's breach of any terms or

177 conditions of this Agreement.

Seller's Initials

178 **12. NOTICE TO SELLERS WHO ARE FOREIGN PERSONS.** A Seller, who is a foreign person, should consult an attorney  
179 accountant familiar with the Foreign Investment in Real Property Tax Act (FIRPTA) before entering into negotiations or  
180 contracts for the sale of property. **(please initial one)**

181   SELLER **is not** a non-resident alien for purposes of the U.S. income taxation (as such term is defined  
182 in the Internal Revenue Code and Income Tax Regulations).

183   SELLER **is** a non-resident alien for purposes of the U.S. income taxation (as such term is defined in  
184 the Internal Revenue Code and Income Tax Regulations).

185 **13. Multiple Listing Service ("MLS") SUBMISSION:** It is understood and agreed that the Broker will submit information  
186 concerning the Property to the MLS in accordance with its rules and regulations. Seller acknowledges and understands  
187 that the sales data and/or expiration data can and may be distributed at the discretion of the MLS to its authorized  
188 members and authorizes Broker to release all data on the Property. It is further understood that the Broker will timely  
189 notify the MLS if information regarding the Property changes. Seller authorizes the Broker to notify the MLS of a signed  
190 sales contract on the Property and authorizes the dissemination to others, including the County Appraiser, of sales  
191 information (including the sales price of the Property) after the closing of the sale, to be used in establishing the market  
192 value for other properties.

193 **14. DISTRIBUTION OF INFORMATION:** Seller authorizes Broker to disseminate data about the Property and other  
194 information relating to the Property supplied by, or on behalf of the Seller, including creative works depicting the  
195 Property, such as virtual tours, images, and any textual descriptions of the Property (collectively referred to as  
196 "Content"), to the MLS's members, participants, subscribers and other licensees or users of the MLS database  
197 compilation (collectively referred to as "MLS Users"), and to further disseminate, or permit the MLS or MLS Users to  
198 disseminate such Content to potential purchasers through websites on the internet that are owned, operated or  
199 controlled by the MLS, other entities with whom the MLS may enter into license agreements authorizing the  
200 dissemination or use of such Content, or MLS Users.

201 **Seller acknowledges** that distributing information in this manner is intended to increase public awareness of the  
202 Property.

203 **(please initial one)** Yes   No

204 **Seller desires to RESTRICT** the marketing of the Property as follows: **(INITIAL ONLY IF APPLICABLE)**

- 205 A.   Seller does NOT authorize the Broker to submit and market the Property on any internet  
206 websites.
- 207 B.   Seller does NOT authorize the display of the Property address on any internet website.
- 208 C.   Seller does NOT authorize the display of unedited comments or reviews of the Property (or  
209 the display of a hyperlink to such comments or reviews) on any MLS User's internet  
210 website.
- 211 D.   Seller does NOT authorize the display of an automated estimate of the market value of the  
212 Property (or a hyperlink to such estimate) on any MLS User's internet website.

213 **15. THE PROPERTY WILL BE OFFERED, SHOWN AND MADE AVAILABLE FOR INSPECTION AND SALE TO ALL PERSONS**  
214 **WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, DISABILITY, AGE, FAMILIAL STATUS OR NATIONAL ORIGIN.**

215 **16. SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller represents and warrants they are the legal owner of the  
216 Property and have the authority to enter into this Agreement and are able to convey merchantable title to the Property.  
217 Seller further represents and warrants that the execution and performance of this Agreement do not conflict with any  
218 other agreements or legal obligations to which they are a party.

219 **17. MISCELLANEOUS:** \_\_\_\_\_  
220 \_\_\_\_\_  
221 \_\_\_\_\_  
222 \_\_\_\_\_  
223 \_\_\_\_\_

Seller's Initials

224 **18. SIGNATURE BY ELECTRONIC MAIL AND IN COUNTERPART, AGREEMENT TO USE ELECTRONIC**  
225 **SIGNATURES:** Signatures to this Agreement may be transmitted by electronic mail (such as a PDF), through electronic  
226 means in accordance with the Kansas Uniform Electronic Transactions Act and signed in counterpart, on separate pages,  
227 which may then be assembled as the complete agreement of the parties.

228 **19. BINDING EFFECT:** This Agreement shall inure to the benefit of Seller and Broker, and be fully binding upon their  
229 respective heirs, executors, personal representatives, administrators, successors, and assigns.

230 **20. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes any  
231 previously executed contracts and representations, verbal or written.

232 **21. GOVERNING LAW:** This Agreement shall be governed by and construed exclusively in accordance with the laws of  
233 the state of Kansas.

234 **22. AMENDMENT:** This Agreement may not be amended, nor any obligation waived, except by writing and signed by  
235 the parties.

236 **23. ASSIGNMENT:** No party may assign this Agreement without the written consent of the other.

237 Seller acknowledges receipt of a copy of this Agreement.

238 THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.  
239 BROKER RECOMMENDS SELLER RETAIN INDEPENDENT LEGAL COUNSEL TO ANSWER ANY LEGAL QUESTIONS  
240 INVOLVED IN ANY REAL ESTATE TRANSACTION.

241	<input type="text"/>		_____	
242	Seller	Date	Brokerage Firm	
243	<input type="text"/>		<input type="text"/>	
244	Seller	Date	(Agent's Signature)	Date
245	_____		_____	
246	Seller's Address		Brokerage Firm's Address	
247	_____		_____	
248	Work Phone	Home/Cell Phone	Brokerage Firm's Phone	Agent's Fax
249	_____		_____	
250	Seller's e-mail		Agent's e-mail	Agent's Cell

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**City of Sedgwick  
City Council Meeting  
September 17, 2025**

**TO: Mayor and City Council**

**SUBJECT: Work Order No. 25-03**

**INITIATED BY: Administration**

**AGENDA: New Business**

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**Background:** The City established a Master Services Agreement with Professional Engineering Consultants, P.A. (PEC) on February 2, 2023. This agreement allows the City to work closely with PEC to develop, review, and create engineers' estimates for projects within the city.

**Analysis:** The proposed work order is to contract with PEC for the survey, concept planning, and platting services for the residential development located at the corner of NW 96<sup>th</sup> and Hoover. PEC will begin work within 14 days after receiving the notice to proceed and anticipates having an application for preliminary plat completed within 60 days after receiving approval of a concept plan. For the concept plan, PEC will develop two (2) plans in accordance with the City of Sedgwick subdivision standards based on the desired density and product type. It is important to note that the concept plan will be agreed upon by the Governing Body and the Developer.

This is the first step in the engineering process for the proposed development and will establish the groundwork for the engineering and estimates of infrastructure improvements.

**Financial Considerations:** Work Order No. 25-03 is for a not to exceed amount of \$29,650. There is authority within the 2025 budget to cover this unbudgeted expenditure.

**Recommended Action:** It is recommended that the governing body approve Work Order No. 25-03 as presented.

**WORK ORDER NO. 25-03  
FOR ENGINEERING SERVICES**

OWNER: City of Sedgwick  
ENGINEER: Professional Engineering Consultants, P.A.  
REFERENCE: Agreement for Engineering Services  
PROJECT: Sedgwick, KS – Hoover Entitlements  
PEC Project No. 257088-003

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This Work Order No. 25-03 is made \_\_\_\_\_, under the terms and conditions established in the Master Services Agreement dated February 2, 2023 (the “Master Services Agreement” between the City of Sedgwick (Client) and Professional Engineering Consultants, P.A. (PEC). Except as modified herein, all terms and conditions of the Master Services Agreement shall continue in full force and effort.

**A. SCOPE OF SERVICES, SCHEDULE, AND PEC’S FEES**

- 1. See Exhibit A (attached hereto).

**B. PROVISIONS OF THE ORIGINAL CONTRACT**

- 1. The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Work Order Agreement, shall remain in full force and effect.

**C. OTHER MATTERS**

- 1. Engineer’s receipt of this executed (signed and dated) Work Order No. 25-03 shall be considered as our authorization to proceed.

CITY OF SEDGWICK

PROFESSIONAL ENGINEERING  
CONSULTANTS, P.A.

By: \_\_\_\_\_  
Kyle Nordick Date  
City Administrator

By: \_\_\_\_\_  
Benjamin M. Mabry, P.E. Date  
VP Municipal Transportation Engineering



**EXHIBIT A**

**A. Project Description**

1. The Project shall consist of survey, concept planning, and platting services for an approximately 38.42 acre property (Quick Ref: R16661) generally depicted on Exhibit B, and located in Sedgwick, Harvey County, Kansas.

**B. Anticipated Project Schedule**

1. The fully executed copy of the contract will serve as PEC's notice to proceed with the services.
2. PEC shall commence its services on the Project 14 days after receiving CLIENT's notice to proceed.
3. PEC and CLIENT anticipate that the application for preliminary plat will be completed within 60 days after receiving approval of concept plan. The concept plan and the remainder of deliverables will be completed with a mutually agreed upon schedule.
4. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any CLIENT, Authority Having Jurisdiction, contractor or vendor's performance schedule.

**C. Project Deliverables**

1. The Project Deliverables shall consist of the following:
  - a) Concept Plan
  - b) Preliminary Plat
  - c) Final Plat

**D. Scope of Services**

1. General Scope Items for Survey, Concept Planning, and Platting Services:
  - a) All drawings produced by PEC will be sealed by an Engineer, and/or Surveyor licensed in the State of Kansas where applicable.
  - b) Provide project correspondence and consultation with CLIENT.
  - c) Provide quality control review prior to submission of project deliverables.
2. Survey Services:
  - a) Set inter-visible control points in area of construction. Obtain reference ties.
  - b) Set benchmark within building area for construction.
  - c) Recover sufficient monumentation as required to enable drafting of boundary information.
  - d) Procure Ownership and Encumbrance Report(s) for subject parcel(s).
  - e) Locate all above and below grade utility improvements. PEC will not be responsible for searching for utilities beyond utilizing the One Call

system nor will PEC submit a subsequent design ticket(s), beyond the initial design ticket(s), unless requested by the CLIENT. All subsequent design ticket(s) submissions and subsequent field work to locate marked utilities will be performed per PEC's standard hourly rates.

- f) CLIENT is responsible for providing access to all sealed, locked, or otherwise concealed/inaccessible structures that may be on site in a timely order.
- g) Compare record information received from utility providers to actual utilities flagged in the field. Notify locating service of any discrepancies and make a reasonable effort to resolve in the field. Utilities identified in record information that cannot be resolved in the field will be drafted in the general alignment shown in the record information and will be specifically identified as "RECORD" on the deliverable drawing. PEC is not responsible for the accuracy of utility information not physically identified on-site.
- h) Locate all sanitary and storm sewer structures, such as area inlets, curb inlets, junction boxes, manholes, etc., the top of structure information will be collected as well as all flowlines in and out, and pipe size/material.
- i) Boundary survey of the tract. Survey work to include review of a current title report or current deed of record of record for the proposed property, recovering existing property corner monumentation, locating any existing fence.
- j) Create a Certificate of Survey that for the tract that shows conditions found, monuments set, a description of the tract to be used for deeding purposes.
- k) Boundary survey will meet or exceed the Minimum Standards required by the Kansas Board of Technical Professions. Restrictive easements and encumbrances listed in the title report will be delineated on the Certificate of Survey.

3. Concept Planning & Platting Services including:

- a) Concept Planning:
  - i. Develop up to two (2) concept layouts in accordance with City of Sedgwick subdivision standards based on CLIENTs desired density and product type.
  - ii. Attend virtual design meetings with CLIENT as requested.
- b) Platting:
  - i. Acquire and review the plat binder (title work) and address all encumbrances noted therein.
  - ii. Prepare a Preliminary and Final Plat in accordance with City of Sedgwick subdivision standards – based on CLIENT approved concept layout
  - iii. Set block corners.
  - iv. Provide cost estimates, petitions, and petition maps for all proposed infrastructure extensions (water, sanitary sewer, storm drainage and paving), as necessary.

- v. Assist CLIENT with Mylar of the plat and supporting documents for signatures.
- vi. Submit Final Plat and all associated plat documents for recording at Harvey County Register of Deeds.
- vii. PEC will represent CLIENT at up to three (3) public meetings, as requested.

**E. Additional Responsibilities of CLIENT**

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

- 1. Modifications to the schedule made after the Notice to Proceed.
- 2. Drawings, studies, reports, and other information available pertaining to the existing site.
- 3. AutoCAD files of site layout, including electronic files if available.
- 4. Provide access to site.
- 5. Timely response to draft documents.

**F. Additional Services**

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

- 1. Production of as-builts or release of electronic files.
- 2. Additional meetings will be performed on an hourly basis.
- 3. Rezoning assistance/services.
- 4. Drainage plan.
- 5. Easement and right-of-way acquisition.
- 6. Design of any infrastructure improvements.
- 7. Analysis of existing utility systems.
- 8. Design of site improvements.
- 9. Design of off-site improvements.
- 10. Geotechnical investigation and report with recommendations for grading or pond design, unless included in Scope.
- 11. Alternate layouts and planning services not specifically listed in the Scope of Services.
- 12. Traffic Impact analysis.
- 13. Railroad/Railway Coordination.
- 14. Entry Monument design.
- 15. Zone Change Services
- 16. ALTA Survey.
- 17. Topographic or ALTA/NSPS Land Title Survey.
- 18. Construction Phase Services: Construction Staking, Testing and Inspection.

## G. Exclusions

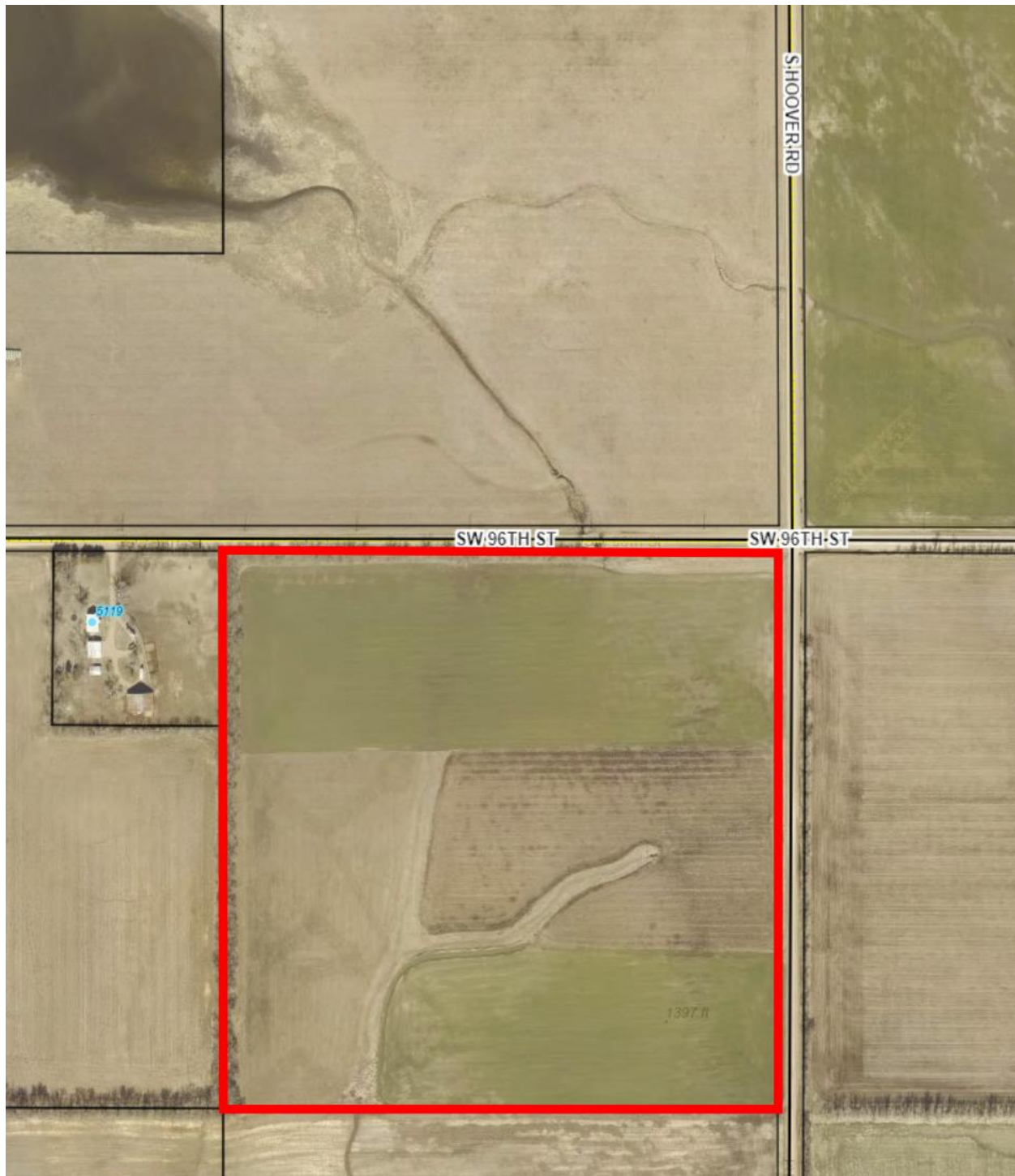
The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Plan review fees and permit fees.
2. Environmental assessments/clearances.
3. Franchise Utility Design.
4. Railroad/Railway Design.
5. Outside consultants.
6. Tree Survey/Identification Service.
7. Special inspection services. Special inspections are usually required by building codes, building officials, or designers for structural elements of the project but may include other design disciplines and testing agencies. Any special inspection services required will be covered under a separate or supplemental agreement and are not covered under standard observation services.

## H. PEC's Fees & Reimbursable Expenses

1. PEC's Fee for its Scope of Services will be on a lump sum basis in the amount of **\$29,650.00**, plus Reimbursable Expenses. CLIENT agrees to pay each invoice within 30 days after receipt. PEC reserves the right to suspend the Services and withhold deliverables if the CLIENT fails to make payment when due.
2. Reimbursable Expenses shall include Permit Fees, Printing Fees, Application Fees, and Recording Fees.
3. CLIENT agrees that the mylar will not be submitted to the Register of Deeds office until contract is paid in full.
4. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

EXHIBIT B



**City of Sedgwick  
City Council Meeting  
September 17, 2025**

**TO:** Mayor and City Council  
**SUBJECT:** Emergency Water Supply Plan  
**INITIATED BY:** Administration  
**AGENDA:** New Business

---

**Background:** The City reviews the Emergency Water Supply Plan for the City of Sedgwick annually and makes recommendations for changes as needed.

**Analysis:** The recommended changes for the Emergency Water Supply Plan 2025 for minimal and dealt strictly with the equipment listing for the City and available contractors that we utilize in case of emergencies. All other data within the document remains applicable to current operations and regulations.

**Financial Considerations:** None.

**Recommended Action:** It is recommended that the governing body approve the Emergency Water Supply Plan as presented.

**CITY OF SEDGWICK  
PUBLIC WORKS DEPARTMENT  
WATER/WASTEWATER**

**EMERGENCY  
WATER SUPPLY PLAN**



**Original: 11/16/2020  
Revised: 09/17/2025**



# CITY OF SEDGWICK EMERGENCY WATER SUPPLY PLAN

Pursuant to the requirements of K.A.R. 28-15-15-18, the City of Sedgwick has compiled the following information, guidelines, and ordinances for the purpose of originating an Emergency Water Supply Plan.

Section I.....	Purpose	Pg. 3
Section II.....	Description	Pg. 4
Section III.....	Disaster Organization	Pg. 5-6
Section IV.....	Mutual Aid Agreement	Pg. 7
Section V.....	Inventory of Emergency Equipment	Pg. 8-9
Section VI.....	Vulnerability of System (Disaster Responses)	Pg. 10-15
Section VII.....	Water Conservation Plan	Pg. 16-25
Section VIII.....	Water Drought/Emergency Ordinance	Pg. 26-30
Section IX.....	Water Drought Response Policy	Pg. 31-34
Section X.....	List of Key Personnel	Pg. 35-40
Section XI.....	Annual Review	Pg. 41

# SECTION I PURPOSE

TO CONSERVE AN ADEQUATE SUPPLY OF POTABLE WATER DURING EMERGENCY CONDITIONS THAT WILL BE USED ONLY TO SUSTAIN HUMAN LIFE AND MAINTAIN STANDARDS OF HYGIENE AND SANITATION.



## SECTION II DESCRIPTION

Sedgwick is a city with a population of approximately 1,702, located in Harvey and Sedgwick Counties, Kansas. Harvey County lies in the southeast part of Kansas; Sedgwick County to the south, McPherson County to the northwest, Marion County to the northeast, Reno County to the west and Butler County to the east.

The Water Distribution System for the City of Sedgwick is overseen by two employees. They are as follows: one – Operator/Supervisor and one Maintenance Worker. We purchase our water from the Public Wholesale Water Supply District #17 (PWWS#17) and contract with the City of Newton for treatment. Newton’s Water Plant employs three employees. They are as follows: one – Water Plant Operator II, one - Water Technician and one - Water Maintenance I.

Water for the City of Sedgwick and PWWS#17 is provided from the Equus Beds located about two miles north of the Sedgwick city limits. The Equus Beds are 878,720 acres in size.

The raw water is pumped from twenty (20) wells; wells 1-16 belonging to the City of Newton and wells P1-PH6A belonging to the PWWS#17:

(a)	Well #1	510 gpm	(k)	Well #13	430 gpm
(b)	Well #2	335 gpm	(l)	Well #14	475 gpm
(c)	Well #3	240 gpm	(m)	Well #15	450 gpm
(d)	Well #4	300 gpm	(n)	Well #16	471 gpm
(e)	Well #5	580 gpm	(o)	Well #P1	286 gpm
(f)	Well #6	560 gpm	(p)	Well #P2	480 gpm
(g)	Well #7	540 gpm	(q)	Well #P3	308 gpm
(h)	Well #9	615 gpm	(r)	Well #P4	460 gpm
(i)	Well #11	550 gpm	(s)	Well #PH6	570 gpm
(j)	Well #12	731 gpm	(t)	Well #PH6A	550 gpm

The water is pumped from the Equus Beds into a 1,000,040 gallon reservoir at the Mission Water Treatment Plant. There it is treated with chlorine, caustic soda, sodium bicarbonate, and fluoride. It is then pumped into 24”, 14” and 12” transmission lines and pumped to the various PWWS#17 member cities. For Sedgwick, booster pumps located at SW 24<sup>th</sup> Street and South Ridge Road pull water out of the transmission lines and pump the treated water to two 200,000 gallon water towers in Sedgwick through a dedicated 8-mile long, 12” main.

The distribution lines used by the City of Sedgwick range in sizes from 2 inch to 12 inches, with most service lines being ¾ to 1 inch. The composites of these lines are cast iron, ductile iron, copper, A-C and PVC plastic pipe. The city has approximately 10 miles of water lines. These lines supply water to approximately 650 meters.

## SECTION III

# DISASTER ORGANIZATION CHAIN OF COMMAND

### A. City Administrator

1.
  - a. The City Administrator may declare a state of emergency and exercise emergency powers with the permission of the Mayor, upon making the declaration it will be in effect for seven days unless cancelled earlier. To extend the declaration, it must be put to a vote by the City Council. This action is authorized by K.S.A. 48-932 et seq.
  - b. Any declaration of emergency must be communicated to the Kansas Department of Emergency Management.
  - c. The Mayor shall determine the necessity of meeting with the City Council if a state of emergency exists.
2. The City Administrator shall coordinate efforts of city work force through the City Superintendent in the repair of damages to waterworks infrastructure.
  - a. City Council shall be kept informed of damages to infrastructure and determinations of additional work force as needed.
  - b. The City Superintendent shall work closely with City Administrator to assess financial responsibilities.
3. The Mayor, City Administrator, and City Superintendent could establish the command post at the following locations, which have generators.
  - a. Fire/EMS Station at 316 N. Washington.
  - b. City Hall at 520 N. Commercial.
  - c. Sedgwick Senior Center, 107 W. 5<sup>th</sup> Street
4. The City Administrator and City Superintendent will work from the command post while working with the assistance from the following:
  - a. The Director of Emergency Management
  - b. City of Newton Mission Treatment Plant
  - c. The Sedgwick Fire and EMS Department
  - d. The Sedgwick Police Department
  - e. The Sedgwick Maintenance Department
  - f. The Kansas Department of Health and Environment
  - g. The Bureau of Water Supply
  - h. The Salvation Army

### B. City Superintendent

1. The City Superintendent shall assess damages in the Water/Wastewater system and establish communications with the Mayor, City Administrator, Mission Treatment Plant and other member cities of PWWSD #17 as needed.
2. The City Superintendent and/or City Administrator, shall notify KDHE District Engineer or Bureau of Water Supply, and request assistance, if determined to be necessary.
3. The City Superintendent shall determine any needed repairs or alterations throughout the Sedgwick water distribution system and inform the Mission Plant of activities.
  - a. The City Superintendent shall report these repairs to the City Administrator, who will relay this information to the Mayor and City Council and/or command post.
4. The City Superintendent will request emergency equipment or supplies, if needed.
5. The City Superintendent will request work force assistance from the City Administrator and City Council, if needed.
6. The City Superintendent will contact power companies in the event of loss of power affecting the water/wastewater distribution system.
7. The PWWSD#17 and Mission Plant shall be responsible for electrical power for the water plant in the event of long-term power outage. They shall contact electricians from Kaye Electric, Kansas Electric, or other electrical contractors to restore electrical power at the water plant, if the repairs can be initiated without major modifications to the plant.
8. Command posts shall coordinate with city office personnel, the acquisition of supplies or materials and list the incoming emergency equipment or supplies.
  - a. The City Clerk shall keep an inventory of rented, leased or borrowed equipment.
  - b. The City Clerk, with the command posts, shall coordinate volunteer organizations and their efforts.

## SECTION IV MUTUAL AID AGREEMENT

THE PWWSD#17, FROM WHICH THE CITY OF SEDGWICK PURCHASES ALL THEIR WATER, MAINTAINS COOPERATIVE ARRANGEMENTS FOR WATER SUPPLY REPLENISHING WITH HESSTON, HUTCHINSON, MCPHERSON AND WICHITA. THEIR TREATMENT PLANTS WILL ASSIST IN SUPPLYING POTABLE WATER UNTIL OUR SYSTEM IS SAFELY ON-LINE AGAIN. WATER WOULD BE HAULED FROM HESSTON, HUTCHINSON, MCPHERSON AND WICHITA.



## SECTION V

# INVENTORY OF EMERGENCY EQUIPMENT AVAILABLE

- A. City owned equipment
1. Portable Electric Generators
    - a. 3 – 120/240 volt single phase (unleaded fuel)
    - b. 1 – 120/240 volt single phase (diesel fuel)
  2. One (1) cutting torch (portable)
  3. One (1) trailer mounted welder (portable)
  4. Two (2) backhoe/loaders
    - a. One (1) John Deere 210 loader
    - b. One (1) CAT 420D backhoe
  5. One (1) 3 inch centrifugal gas powered pumps
  6. One (1) Ditch-Witch Hydro-Vac trailer
  7. One (1) Trailer Mounted Air Compressors
  8. Two (2) jack hammers
  9. One (1) chain saw
  10. One (1) quick cut saws

B. Locally owned equipment and supplies

1. Tank truck –Sedgwick Fire Dept. (4000)
2. Tank trucks: J.H. Shears & Sons, and Harvey County Road & Bridges (1,000 gallon trucks)
  - a. Bulk water hauling (non-potable)

C. Equipment available through the State of Kansas or KRWA

1. Chlorinator through Water Products, Inc., and Ray Lindsey Co.
2. Federally owned units such as portable filter plants, portable storage tanks, etc. (through Bureau of Water Supply) and the National Guard.
3. The City Superintendent will assist in attaining the needed equipment, contractors and work force as needed.

## SECTION VI

# VULNERABILITY OF SYSTEM DISASTER RESPONSES

### A. Drought as determined by the Mayor, City Administrator or City Superintendent.

1. City Ordinance No. 795, Section 5, for water conservation can be put into effect with an emergency declared.
2. Upon direction from the Command Post, the City Administrator will attempt to contact PWWSD#17 and the Mission Plant to obtain water from other sources such as the City of Hesston, Hutchinson, McPherson, Wichita and FEMA.

### B. Accidental Spills or Contamination.

1. City Superintendent shall contact 911.
2. City Superintendent shall assess the situation and inform the City Administrator, Mayor, Harvey County Director of Emergency Management, PWWSD#17 and the Mission Plant of the extent of the damage within the distribution system. The City Superintendent shall notify KDHE Regional EPA Office or Office of Emergency Preparedness of extent of the damage. Damages to the transmission lines will be handled by PWWSD#17 and Mission Treatment Plant.
3. The Mayor shall establish communications with the news media, general public, following the determination of damage, if needed.
4. If necessary, the City Superintendent shall notify the Mayor and/or City Administrator to enact City Ordinance No. 795 that will prohibit non-essential use of water during an emergency.
5. The City Superintendent shall ensure that all sources of uncontaminated raw water (standby well) and all potable water storage tanks are full and will isolate the distribution system and utilize water storage.
6. When or if hazardous substances contaminate the water supply at the well field, the PWWSD#17 and Mission Treatment Plant shall notify the City Superintendent and shall stop all raw water from being removed from the storage reservoir at the water treatment plant.
7. The Command Post along with PWWSD#17 will coordinate a work force to transport water into the City from Hesston, Hutchinson, McPherson, and Wichita.

### C. Distribution System

1. Damage to water mainlines
  - a. The City Superintendent will authorize enforcement of City Ordinance No. 795 for non-essential use of water.
  - b. City distribution crew will isolate water mains and make necessary repairs.
  
2. Storage Tank Damage
  - a. The City Superintendent shall notify the Mayor and/or City Administrator to enact City Ordinance No. 795 that will prohibit non-essential use of water during an emergency.
  - b. City maintenance crew will isolate the storage tanks by closing valves at the base of tank or tower.
  
3. Damage to the 12 inch transmission line from the water treatment plant to the City of Sedgwick water storage towers.
  - a. City will notify the PWWSD#17 and personnel at the Mission Water Plant of damage.
  - b. City Superintendent will isolate our distribution system from the transmission line source by closing the valves at 7<sup>th</sup> and Madison.
  - c. The City Superintendent shall notify the Mayor and/or City Administrator to enact City Ordinance No. 795 that will prohibit non-essential use of water during an emergency.

D. Terrorist Threats

1. Notify City Superintendent and City Administrator of threat and coordinate civil defense personnel and local law enforcement agencies to provide guard protection of water storage tanks.

E. Radioactive Fall out

1. The Director of Emergency Management will contact the City Administrator for information as the possibilities of contamination to the system.
2. The City Superintendent will enact City Ordinance No. 795 for non-essential use of water in an emergency situation.
3. The City Superintendent will utilize stored water until notified that the Mission Treatment Plant can be placed on line again.

F. Contamination from Backflow

1. Samples shall be taken to determine the area of contamination.
  - a. All resident and businesses in the area must be notified not to use water until the mains can be flushed.
  - b. Door to door notification by City employees will be necessary to assure the safety of area residents.
2. Area of contamination shall be isolated by closing valves on the water mains feeding the area of contamination.
3. Area affected shall be drained and flushed until water samples are clear of any contamination.
4. If contaminated permeates the pipe and cannot be cleaned by flushing the pipe, the pipe will need to be replaced.
5. City Superintendent shall determine if lines will be replaced and notify the Mayor and City Administrator of their decision.
  - a. Area water supply will need supplemented until replacement can be achieved.
  - b. Points of distribution will need to be set to meet the needs of the damaged area until repairs can be made.
6. If city mains are replaced, plumbing within homes and businesses will be subject to change out also.

G. Earthquake

1. The City Superintendent shall notify the Mayor and/or City Administrator to enact City Ordinance No. 795 that will prohibit non-essential use of water during an emergency situation.
2. City Superintendent shall survey the city to determine extent of damage.
3. Extent of damage will be reported to the Mayor and City Administrator as soon as possible to determine the size of work force needed to make repairs.

#### H. Tornado (Water Plant)

1. City of Newton Water/Wastewater Superintendent shall enact Newton City Ordinance No. 3892, SECTION 3, Code 1977, Section 22-122 for non-essential use of water in an emergency situation.
2. Water/Wastewater Superintendent shall make an inspection of the damage to the plant and determine necessary repairs to get pumps and treatment process on line.
3. Water/Wastewater Superintendent shall report to the Public Works Director and City Manager what he/she has determined will be necessary to make repairs and how the city will be supplied with water while the plant is being repaired and make an estimate of the repair duration periods.

#### I. Tornado (Sedgwick Water Towers)

1. The City Superintendent shall notify the Mayor and/or City Administrator to enact City Ordinance No. 795 that will prohibit non-essential use of water during an emergency situation.
2. City Superintendent shall make an inspection of the damage to the tower(s) and determine if the tower(s) can be used.
3. City Superintendent will make his damage report to the City Administrator and Mayor.
  - a. If the tower(s) is determined to be unusable, the system will have to be operated on direct pressure.
  - b. The valves at the base of the tower shall be closed to keep water from going to the tower.
  - c. Constant communication with the water treatment plant staff may need to occur until necessary repairs can be made to the tower(s).

#### J. Terrorist damage (explosion at the Water Plant)

1. City of Newton Water/Wastewater Superintendent shall enact Newton City Ordinance No. 3892, SECTION 2, Code 1977, Section 22-113 for non-essential use of water.
2. The Water/Wastewater Superintendent will inspect the damage at the water plant to determine what repairs are needed, and make his report to the Public Works Director and City Manager.
3. The National Guard should be called for protection and security of treatment plant ground during this time and to assist in repair work.

- K. Terrorist damage (contamination of water wells)
1. City of Newton Water/Wastewater Superintendent shall enact Newton City Ordinance 3892, SECTION 2, Code 1977, Section 22-122 for non-essential use of water.
  2. The valves coming from the wells shall be closed. The water in the underground reservoir at the water plant will be tested for contamination. If water is contaminated, notice will be given to the public not to drink the water.
  3. Samples must be taken and sent to Bucher, Willis & Ratliff or Continental Analytical Services Inc., to determine type of contamination.
  4. State and Federal Agencies will be consulted as required by the type of contamination and to assist in clean-up.
- L. Ration Plan
1. Under any circumstances that it should become necessary to dispense water, two locations have been chosen for distribution points.
    - a. Sedgwick High School Parking Lot – 402 W. 4th
    - b. Cul-de-sac area on Wheatland Drive in Industrial Park II
  2. Water would be delivered to these areas in trucks.
- M. Conservation Plan
1. In the event of a water shortage, or if the governing body determines conditions which could affect water supplies exist, Ordinance No. 795 shall be enacted and declaration of a water watch, a water warning, or a water emergency shall be determined along with either voluntary or mandatory conservation measures.
- N. Water Treatment Plant – **Is overseen by City of Newton and PWWSO#17**
1. Power outage due to natural or man-made disaster.
    - a. Water plant is equipped with a backup generator that will power the entire plant until the power is restored. The Water/Wastewater Superintendent will ascertain from Westar when the power will be restored.
  2. Excessive damage to Newton Mission Water Plant by storm, explosion, etc.
    - a. Newton Water/Wastewater Superintendent will assess damage, inform the Public Works Director, City Manager, who will establish communication through the City Office with news media and the general public.

- b. Newton Water/Wastewater Superintendent will place City of Newton Ordinance No. 3892, SECTION 2, Code 1977, Section 22-122 into action and will prohibit the non-essential use of water during an emergency.
- c. Upon direction of the Newton City Manager, the Newton Water/Wastewater Superintendent will notify the Kansas Department of Health & Environment (KDHE) and Bureau of Water Supply of any anticipated needs.
- d. If necessary, the Newton Command Post will call out the necessary city work force to assist in repairing damages to the Treatment Plant.

# SECTION VII WATER CONSERVATION PLAN



# MUNICIPAL WATER CONSERVATION PLAN FOR THE CITY OF SEDGWICK

Passed and adopted  
February 2, 2015

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## INTRODUCTION

The primary objectives of the Water Conservation Plan for the City of Sedgwick are to develop long-term water conservation plans (Long-Term Water Use Efficiency Section) and short-term water emergency plans (Drought Response Section) to assure the City customers of an adequate water supply to meet their needs. The efficient use of water also has the beneficial effect of limiting or postponing water distribution system expansion and thus limiting or postponing the resultant increases in costs, in addition to conserving the limited water resources of the State of Kansas.

The City of Sedgwick has undertaken a number of steps to ensure a dependable water supply for our customers during the past 20 years. The City of Sedgwick, along with the cities of Newton, Halstead and North Newton cooperatively formed the Public Wholesale Water Supply District #17 (PWWSO #17) in the mid 1990's. The PWWSO #17 pumps water from ground water wells in the Equus Beds aquifer and then pipes it a few miles away to the City of Newton's Mission Treatment Plant, where the member cities contract for treatment. At the treatment plant the water is chemically treated and fluoride is added before pumping the water via transmission lines back to the member cities. Our City water supply and distribution system have ample capacity to meet current customer demands and future projected demands for many years, with care exercised during drought periods. The City of Sedgwick believes that our Municipal Water Conservation Plan represents an additional major step in ensuring our customers of a dependable water supply in future years.

## LONG-TERM WATER USE EFFICIENCY

### Water Use Conservation Goals

The City of Sedgwick used 77 gallons per person per day (GPCD) in 2012. This GPCD figure included:

- Water sold to residential/commercial customers;
- Water distributed for free public services (parks, cemeteries, swimming pools etc.); and
- Water lost by leaks in the water distribution system.

However, the GPCD figure does not include municipally supplied water for industries that use over 200,000 gallons per year. According to Figure 1, shown in the 2012 Kansas Municipal Water Use Publication, our City is located in Region 7. From this publication it was determined that our City GPCD water use was 77, which was 27 percent below the regional average of 105 GPCD among cities in Region 7 during 2012. The City desires to set a water use conservation goal for usage not to exceed 99 GPCD based on the regional average of the last five years (2007-2012). Our City anticipates not exceeding this goal by carrying out the specific actions that are outlined in our plan.

## Water Conservation Practices

This subsection of the plan summarizes the current education, management and regulation efforts that relate to the long-term conservation of water in the City. Specific practices that will be undertaken to conserve water are listed and a target date to begin each practice is also shown.

### Education

The City water bills show the total number of gallons of water used during the billing period and the amount of the bill. Water leak information and conservation tips are periodically provided with the city's quarterly newsletter. The City plans to include conservation tips on both their website and social media outlets. The City has not provided information on water conservation to the local news media on a regular basis and has not encouraged the Board of Education and teachers to become involved in water conservation presentations in schools.

The City has chosen the following conservation practices and target dates for the Education Component of the Long-Term Water Use Efficiency Section of our Water Conservation Plan.

Education Conservation Practices to be Taken	Target Date
1. Water bills show the amount of water used in gallons and the cost of the water.	Current
2. Water leak information and prevention tips provided in quarterly newsletters to residents.	Current
3. Water conservation tips to be added to city website and local cable channel 7.	Current
4. Develop a program to incorporate water conserving landscape principles.	Ongoing

### Management

The City of Sedgwick has water meters on all water supplies and water pumped to the distribution system. Any new supply will have an individual meter on each source of supply. These meters are read on a daily basis.

Water meters are installed for all residential, industrial and commercial customers including churches, schools, swimming pool, parks, green spaces, city government buildings and the wastewater treatment plant. All water used within the city is metered, including any usage of water provided free of charge. Customer meters are scheduled for an accuracy check and possible repair or replacement upon receiving a request to do so from the customer. Meters registering low or outside of the established tolerances are repaired or replaced.

The City of Sedgwick reads each customer’s water meter on a monthly basis including during the winter. Monthly billings are sent to customers every month. Customer water meters are generally read on the 20<sup>th</sup> of each month; however, the meter readers may have to deviate from the scheduled time period due to holidays and weekends.

Water leaks from the City public water distribution system are repaired when customers report significant leaks from the water mains or are located by City Personnel. Water pressure is not checked unless customers complain that their water pressure is too low.

The water rate structure for the City was passed on **March 6, 2017.** This Resolution allows for up to a 3% annual increase in the water base rate as needed. The current minimum monthly base water bill is \$28.50 for residential customers, which allows each customer to use up to 1,000 gallons of water each month. Water use in excess of 1,000 gallons is charged \$5.75 per 1,000 gallons. The sewer base rate for all customers is \$30.50 for the first 3,000 gallons and \$2.75 per 1,000 gallons thereafter.

The City of Sedgwick realizes that much greater emphasis must be placed on obtaining accurate measurement of water use at our source and at customer meters and that a water use records system must be developed that can be used to more effectively and efficiently manage the City public water distribution system. To assist with this effort, the City of Sedgwick has recently completed the first year of a three year capital improvement project going to an electronic read meter system for all meters within the city. The City of Sedgwick has chosen the following conservation practices and target dates for the Management component of the Long-Term Water Use Efficiency Section of our Water Conservation Plan.

Management Conservation Practices to be Taken	Target Date
1. All source water will have meters installed and the meters will be repaired or replaced within two weeks when malfunctions occur.	Current
2. Meters for source water will be tested for accuracy at least once every three years. Each meter will be repaired or replaced if its test measurements are not within industry standards (such as AWWA standards).	Current
3. Electronically read meters with leak detection will be installed at all service connections.	Current
4. All meters for source water will be read at least on a monthly basis and meters at individual service connections will be read monthly.	Current
5. A reading will be taken at each source water meter at the same time that meters for individual service connections are read.	Current
6. The City will review water consumption annually and review water management practices whenever the amount of unsold water (amount of water provided free for public service, used for treatment purposes, water loss, etc.) exceeds 10 percent of the total source water annually.	Current
7. Water sales will be based on the amount of water used.	Current
8. Encourage the recycling of wastewater effluent for selected industrial or irrigation purposes.	Ongoing
9. A water rate structure designed to curb excessive use of water will be evaluated annually.	Current

**Regulation**

The City of Sedgwick feels that its current rate structure encourages water conservation practices. However, the city does not have any specific regulations in effect at the present time. Because of our ability to supply water during normal periods, regulatory controls on water use are included only in the Drought Response section of this plan and water drought/emergency ordinance where they constitute the primary means for conserving water during a supply shortage.

Sedgwick has adopted the Uniform Plumbing Code. The strict enforcement of any regulations to require use of any water conservation plumbing measures would be very difficult. Most new homes and/or remodeling projects do include the use of water conservation toilets and faucets.

Regulation Actions to be Taken	Target Date
1. Enforcement of the UPC in new and remodeled construction emphasizing the installation of water conservation toilets and faucet.	Current
2. Enforce voluntary ban on lawn/garden irrigation, pool and car wash practices during times of supply shortage.	Current
3. Follow all other mandated and/or appropriate regulation actions.	Current
4. Adopt a landscape water conservation ordinance.	Ongoing

## **DROUGHT RESPONSE**

The City of Sedgwick addresses its short-term water shortage problems through a series of stages based on conditions of supply and demand with accompanying triggers, goals and actions. Each stage is more stringent in water use than the previous stage since water supply conditions are more deteriorated. The City Administrator is authorized by ordinance to implement the appropriate conservation measures.

### **Stage 1: Water Watch**

#### **Goals**

The goals of this stage are to heighten awareness of the public on water conditions and to maintain the integrity of the water supply system.

#### **Triggers**

This stage is triggered by any one of the following conditions:

1. The City's storage has fallen below 85 percent capacity, and will not recover;
2. Groundwater levels have fallen 5 feet below the normal seasonal level;
3. Demand for one day is in excess of 190,000 gallons per day;
4. Provider of purchased water has issued a Stage 1 Water Watch.

#### **Education Actions**

1. The City will make news releases as needed, to the local media describing present conditions and indicating the water supply outlook for the upcoming season.
2. Previous months summaries of precipitation, temperature, water levels and storage will be made public at the beginning of each month.
3. Water-saving tips will be included in billings, newsletters and placed on social media for water utility customers.

#### **Management Actions**

1. Leaks will be repaired within 48 hours of detection.
2. The City will monitor its use of water and will curtail activities such as hydrant flushing and street cleaning.

#### **Regulation Actions**

The public will be asked to curtail some outdoor water use and to make efficient use of indoor water, i.e. wash full loads, take short showers, don't let faucets run, etc.

## Stage 2: Water Warning

### Goals

The goals of this stage are to reduce peak demands by 20 percent and to reduce overall weekly consumption by 10 percent.

### Triggers

This stage is triggered by any one of the following conditions:

1. The City's storage has fallen below 70 percent capacity, and will not recover;
2. System operations are at 80 percent capacity or more for three consecutive days;
3. Pumping lowers water level to within 10 feet of the top of the well screens;
4. Groundwater levels have fallen 10 feet below the normal seasonal level;
5. Demand for one day is in excess of 205,000 gallons per day;
6. Provider of purchased water has issued a Stage 2 Water Warning.

### Education Actions

1. The City will make weekly news releases to the local media describing present conditions and indicating the water supply outlook for the upcoming week.
2. Previous week summaries of precipitation, temperature, water levels and storage will be made public each week.
3. Water conservation articles will be provided to the local newspaper.
4. Water-saving tips will be included in billings to water utility customers and also placed in newsletter and on social media.

### Management Actions

1. The City water supplies will be monitored daily.
2. Leaks will be repaired within 24 hours of detection.
3. Pumping at wells will be reduced to decrease drawdown and to maintain water levels over well screens.
4. The City will curtail its water usage, including watering of City grounds and washing of vehicles.
5. Reserve supplies, such as standby well fields or lakes, will be prepared for use.
6. The City will contact DWR for permission to require private well owners to comply with the City's drought response regulations as authorized under K.S.A. 82a-733(i).

## **Regulation Actions**

These regulation actions apply to City residents (including private domestic well users, if authority is delegated by the Chief Engineer under K.S.A. 82a-733(i)).

1. An odd/even lawn watering system will be imposed on City residents. Residents with odd-numbered addresses will water on odd days; even addresses will water on even days.
2. Outdoor water use, including lawn watering and car washing will be restricted to before 10:00 am and after 9:00 pm.
3. Refilling of swimming pools will be allowed one day a week after sunset.
4. Outdoor watering will be restricted to use of a hand-held hose or bucket only.
5. Excess water use charges for usage of water over the amount used in the winter will be considered.
6. Waste of water will be prohibited.

## **Stage 3: Water Emergency**

### **Goals**

The goals of this stage are to reduce peak demands by 50 percent and to reduce overall weekly consumption by 25 percent.

### **Triggers:**

This stage is triggered by any one of the following conditions:

1. The City's storage has fallen below 50 percent capacity;
2. System operations are at 90 percent capacity or more for three consecutive days;
3. Pumping lowers water level to within 5 feet of the top of the well screens;
4. Groundwater levels have fallen 15 feet below the normal seasonal level;
5. Demand for one day is in excess of 220,000 million gallons per day;
6. Provider of purchased water has issued a Stage 3 Water Emergency.
7. Emergency conditions related to repairs or water quality.

## **Education Actions**

1. The City will make daily news releases to the local media describing present conditions and indicating the water supply outlook for the next day.
2. Previous days summaries of precipitation, temperature, water levels and storage will be made public each day.
3. The City will hold public meetings to discuss the emergency, the status of the City water supply and further actions, which need to be taken.
4. Water conservation information will be available at City Hall and Library.

### **Management Actions**

1. The City water supplies will be monitored daily.
2. Leaks will be repaired within 24 hours of detection.
3. Pumping at wells will be reduced to decrease drawdown and to maintain water levels over well screens.
4. Standby wells will be activated for contingency operation.
5. The City will seek additional emergency supplies from other users, the state or the federal government.

### **Regulation Actions**

These regulation actions apply to City residents (including private domestic well users, if authority is delegated by the Chief Engineer under K.S.A. 82a-733(i)).

1. Outdoor water use will be banned.
2. Waste of water will be prohibited.

## **PLAN REVISION, MONITORING & EVALUATION**

The City of Sedgwick will establish a monthly management practice of reviewing monthly totals for water production, residential/commercial sales, water provided free-of-charge, and “unaccounted for water”. Problems noted during the monthly review will be solved as soon as possible.

The City of Sedgwick Municipal Water Conservation Plan will be reviewed annually on or before April each year and on a more frequent basis during drought or other water shortage conditions. If the water conservation GPCD goals for the previous year are not met, then the City will review the data collected from the previous year in relationship to the status and effectiveness of the conservation practices that are outlined in our plan and will provide a status report to the DWR which will also include any additional water conservation practices that may need to be taken in order for the city to achieve and maintain its water use conservation GPCD goals.

# SECTION VIII WATER DROUGHT/EMERGENCY ORDINANCE

## ORDINANCE NO. 795

AN ORDINANCE AUTHORIZING THE DECLARATION OF ONE OF THREE PROGRESSIVE STAGES OF A WATER SUPPLY CONSERVATION AND/OR WATER SUPPLY STORAGE WHICH SHALL CONSERVE OR CURTAIL THE USE OF WATER WITHIN THE CITY OF SEDGWICK; ESTABLISHING THREE STAGES OF WATER CONSERVATION MEASURES OF THE CITY; A WATER WATCH, WARNING OR EMERGENCY; ESTABLISHING PROCEDURES AND VOLUNTARY AND MANDATORY CONSERVATION MEASURES; AUTHORIZING THE ISSURANCE OF ADMINISTRATIVE REGULATIONS; AND PRESCRIBING CERTAIN PENALTIES.

Be it ordained by the Governing Body of Sedgwick, Kansas.

Section 1. Purpose. The purpose of this ordinance is to provide for progressive water supply conservation program, including the declaration of a water supply watch, warning or emergency and the implementation of voluntary and mandatory water conservation measures throughout the city in the event such a watch, warning or emergency is declared by the governing body of the City.

Section 2. Definitions.

- A. "Water", as used in the ordinance, shall mean water available to the City of Sedgwick for treatment by virtue of the City's water rights, water supply, water supply contracts or any treatment water introduced by the city into its water distribution system, including water offered for sale at any coin-operated site.
- B. "Customer", as the term is used in this ordinance, shall mean the customer of record using water for any purpose from the City's water distribution system and for which either a regular charge is made or, in the case of coin sales, a cash charge is made at the site of delivery.
- C. "Waste of water", as the term is used in this ordinance, includes, but is not limited to (1) permitting water to escape down a street, roadway, or other surface intended for vehicle driving purposes, and/or any gutter, ditch, or other surface drain, or (2) failure to repair a controllable leak of water due to defective plumbing.
- D. The following classes of uses of water are established for the purpose of this ordinance:

Class 1:

Water used for outdoor watering, either public or private, for gardens, lawns, trees shrubs, plants, parks, golf courses, playing fields, swimming pools, or other recreational area; or the washing of motor vehicles, boats, trailers, or the exterior of any building or structure.

## Class 2:

Water used for any commercial, agricultural or industrial purposes, except water actually necessary to maintain the health and personal hygiene of bona fide employees of such business or interests while such employees are engaged in the performance of their duties at their place of employment.

## Class 3:

Domestic usage, other than that which would be included in either class 1 or 2.

## Class 4:

Water necessary only to sustain human life and the lives of domestic livestock, pets and maintain standards of hygiene and sanitation.

Section 3. In the event that the governing body of the City of Sedgwick or the City's designated official determines that the City's water supply may be in subject to a shortage in supply or the governing body of the city determines there is need for conservation of City's water resources for any reason, the City may begin the progressive three (3) stage water conservation program by declaring a water watch as described in section 3(a) or, in times of need and/or duress, the governing body of the city may choose to declare any section of the program described in section 3 in effect at any time:

- (a) Stage 1: Declaration of Water Watch. Whenever the governing body of the City finds that conditions indicate that the probability of a drought or some other condition causing a major water supply shortage is rising, it shall be empowered to declare, by resolution, that a water watch exists and that it shall take steps to inform the public and ask for voluntary reduction in water use. Such a watch shall be deemed to continue until it is declared by resolution of the governing body to have ended. The resolution declaring the existence and end of a water watch shall be effective upon their publication in the official city newspaper.
- (b) Stage 2: Declaration of Water Warning. Whenever the governing body of the city finds that drought conditions or some other condition causing a major water supply shortage are present and supplies are starting to decline, it shall be empowered to declare by resolution that a water warning exists and that it will recommend restrictions on nonessential uses during the period of warning. Such a warning shall be deemed to continue until it is declared by resolution of the governing body to have ended. The resolution declared the beginning and ending of the water warning shall be effective upon their publication in the official city newspaper. Pursuant to the approval of the Chief Engineer, Division of Water Resources, Kansas Department of Agriculture, the recommended restrictions on nonessential uses may be extended to private wells within the city limits.
- (c) Stage 3: Declaration of Water Emergency. Whenever the governing body of the city finds that an emergency exists by reason of a shortage of water supply needed for essential uses, it shall be empowered to declare by resolution that a water supply emergency exists and that it will impose mandatory restrictions on

water use during the period of the emergency. Such an emergency shall be deemed to continue until it is declared by resolution of the governing body to

have ended. The resolutions declaring the existence and end of a water supply emergency shall be effective upon their publication in the official city newspaper. Pursuant to the approval of the Chief Engineer, Division of Water Resources, Kansas Department of Agriculture, the mandatory restrictions on water use may be extended to private wells within the city limits.

Section 4. Voluntary Conservation Measures. Upon the declaration of a water watch or water warning as provided in Sections 3(a) or 3(b), the mayor (or the city manager) is authorized to call on all water consumers to employ voluntary water conservation measures to limit or eliminate nonessential water uses including, but not limited to, limitations on the following uses:

- (a) Class 1 uses of water.
- (b) Waste of water.

Section 5. Mandatory Conservation Measures. Upon the declaration of a water supply emergency as provided in Section (3) the mayor (or the city manager or authorized city official) is also authorized to implement certain mandatory water conservation measures, including, but not limited to the following conservation measures:

- (a) Suspension of new connections of the City's water distribution system, except connections of fire hydrants and those made pursuant to agreements entered into by the city prior to the effective date of the declaration of the emergency;
- (b) Restrictions on the uses of water in one or more classes of water use as described in section 2(d), wholly or in part;
- (c) Restrictions on the sales of water at coin-operated facilities or sites;
- (d) The imposition of water rationing based on any reasonable formula including, but not limited to, the percentage of normal use and per capita or per consumer restriction;
- (e) Complete or partial bans on the waste of water; and
- (f) Any combination of the measures in sections 5(a-e) as the governing body of the city or authorized city official may deem appropriate and/or necessary.

Section 6. Emergency Water Rates. Upon the declaration of a water supply emergency as provided in Section 3(c), the governing body of the city shall have the power to adopt emergency water rates by ordinance designed to conserve water supplies. Such emergency rates may provide for, but not limited to:

- (a) Higher charges for increasing usage per unit of use (increasing block rates):
- (b) Uniform charges for water usage per unit of use (uniform unit rate); or
- (c) Extra charges in excess of a specified level of water use (excess demand surcharge).

Section 7. Regulations. During the effective period of any water supply emergency as provided for in Section 3(c), the mayor (or city manager or water superintendent or other authorized city official) is empowered to promulgate such regulations as may be

necessary to carry out the provisions of this ordinance, any water supply emergency resolutions, or emergency water rate ordinance. Such shall be subject to the approval of the governing body at its next regular or special meeting.

Section 8. Violations, Disconnections and Penalties.

- (a) If the mayor, city manager, water superintendent, or other authorized city official or officials charges with implementation and enforcement of this ordinance or a water supply emergency resolution learn of any violation of any water use restrictions imposed pursuant to Sections 5 or 7 of this ordinance, a written notice of the violation shall be affixed to the property where the violation occurred and the customer of record and/or any other person known to the city to be responsible for the violation and/or the correction of said violation shall be provided with either actual or mailed notice. Said notice shall describe the violation(s) and order that the noted violation(s) be corrected, cured or abated immediately or within such specified time as the city determines is reasonable for such correction, cure or abatement under the circumstances. In the event the order is not cured within time period given in the notice, the city may terminate water service to the customer subject to the following procedures:
- (1) The city shall give the customer notice by mailing that water service will be discounted within a specific time due to the violations(s) and that the customer will have the opportunity to appeal the termination by requesting a hearing scheduled before the city governing body or a city official designated as a hearing officer by the city governing body.
  - (2) If such hearing is requested by the customer charged with the violation(s), the customer shall be given a full opportunity to be heard by the city governing body or the city official designated as a hearing officer by the city governing body before termination is ordered; and
- The city governing body or the city official designated as a hearing officer by the city governing body shall make findings of fact and order whether service should continue or be terminated.
- (b) A fee of \$50 shall be paid for the reconnection of any water service terminated pursuant to subsection (a). In the event of subsequent violations, the reconnection fee shall be \$200 for the second violation and \$300 for any additional violations.
- (c) Violation of this ordinance shall be a municipal offense and may be prosecuted in Municipal Court. Any person so charged and found guilty in Municipal Court of violating the provisions of this ordinance shall be guilty of a municipal offense. Each calendar day violation shall constitute a separate offense. The penalty for an initial violation shall be a mandatory fine of \$100. In addition, such customer may be required by the Court to serve a definite term of confinement which shall be fixed by the Court and which shall not exceed 30 days. The penalty for a second or subsequent conviction shall be a mandatory fine of \$200. In addition, such customer shall serve a definite term of confinement in the city or county jail which shall be fixed by the Court and which shall not exceed 30 days.

Section 9. Emergency Termination. Nothing in this ordinance shall limit the ability of any properly authorized city official from terminating the supply of water to any or all customers upon the determination of such city official that emergency termination of water service is required to protect the health and safety of the public or for any other

emergency as required or authorized by ordinance or as deemed necessity of the city by such city official or the governing body of the city.

Section 10. Severability. If any provision of this ordinance is declared unconstitutional, or the application thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and its applicability to other persons and circumstances shall not be affected thereby.

Section 11. Repeal. Ordinance 519 and any and all other ordinances in conflict herewith are hereby repealed.

Section 12. Publication. This ordinance shall become effective upon its publication in the official city newspaper.

Passed by the city council this 3rd day of October, 2011.

Donald K. DeHaven, Mayor

ATTEST:

Janise P. Enterkin, City Clerk

# SECTION IX WATER DROUGHT RESPONSE POLICY

CITY OF SEDGWICK, KANSAS

POLICY MANUAL

<b>Subject:</b>  Water Drought Response/ Policy	<b>Effective Date:</b>  October 3, 2011
-------------------------------------------------------	-----------------------------------------------

It shall be the policy of the City of Sedgwick, Kansas, to follow the guidelines set forth herein regarding the Water Drought Response/ Policy. The objective of Drought Response Plan for the City of Sedgwick is to assure the City customers of an adequate water supply to meet their needs during water shortages. The City of Sedgwick addresses its short-term water shortage problems through a series of stages based on conditions of supply and demand with accompanying triggers, goals and actions. Each stage is more stringent in water use than the previous stage since water supply conditions are more deteriorated. The City Manager is authorized by ordinance to implement the appropriate conservation measures.

## DROUGHT RESPONSE/POLICY

### **Stage 1: Water Watch**

#### **A. Goals**

The goals of this stage are to heighten awareness of the public on water conditions and to maintain the integrity of the water supply system.

#### **B. Triggers**

This stage is triggered by any one of the following conditions.

1. The City storage has fallen below 85 percent capacity and will recover.
2. Groundwater levels have fallen five feet below the normal seasonal level.
3. Demand for one day is in excess of 1.0 million gallons per day (mgd).

#### **C. Education Actions**

1. The City will make occasional news releases to the local media describing present conditions and indicating the water supply outlook for the upcoming season.
2. Previous months summaries of precipitation, temperature, water levels and storage will be made public at the beginning of each month.

**D. Management Actions**

1. The City wells will be cleaned and flushed to maintain them at their most efficient conditions.
2. Leaks will be repaired within 48 hours of detection.
3. The City will monitor its use of water and will curtail activities such as hydrant flushing and street cleaning.

**E. Regulation Actions**

The public will be asked to curtail some outside water use and to make efficient use of outdoor water, i.e. wash full loads, take short showers, don't let faucets run, etc.

**Stage 2: Water Warning****A. Goal**

The goals of this stage are to reduce peak demand by 20% and to reduce overall weekly consumption by 10%.

**B. Triggers**

This stage is triggered by any of one of the following conditions:

1. The City storage has fallen below 70 percent capacity and will not recover.
2. Groundwater levels have fallen ten feet below the normal seasonal level.
3. Pumping lowers water level to within ten feet of the top of the well screens.
4. Demand for one day is in excess of 1.25 million gallons per day (mgd).

**C. Education Actions**

1. The City will make weekly news releases to the local media describing present conditions and indicate the water supply outlook for the upcoming week.
2. Previous week summaries of precipitation, temperature, water levels and storage will be made public each week.
3. Water conservation articles will be provided to the local newspaper.

**D. Management Actions**

1. The City water supplies will be monitored daily.
2. Leaks will be repaired within 24 hours of detection.

3. Pump age at well will be reduced to decrease draw down and to maintain water levels over well screens.
4. The City will curtail its water usage, including operation of fountains, watering of city grounds and washing of vehicles.

#### **E. Regulation Actions**

1. An odd/even lawn watering system will be imposed on city residents. Residents with odd-numbered addresses will water on odd days; even addresses will water on even days.
2. Outdoor water use, including lawn watering and car washing be restricted to before 10:00 am and after 9:00 pm.
3. Golf courses will restrict watering to tees and greens after sunset.
4. Refilling of swimming pools will be allowed one day a week after sunset.
5. Excess water use charges for usage of water over the amount used in the winter will be considered.
6. Waste of water will be prohibited.

### **Stage 3: Water Emergency**

#### **A. Goals**

The goals of this stage are to reduce peak demands by 50% and to reduce overall weekly consumption by 25%.

#### **B. Triggers:**

This stage is triggered by any on of the following conditions:

1. The city storage has fallen below 50 percent capacity.
2. Groundwater levels have fallen fifteen feet below the normal seasonal level.
3. Pumping lowers water levels to within five feet of the top of the well screens.
4. Demand for three consecutive days is in excess of 1.5 million gallons per day (mgd).

#### **C. Education Actions**

1. The city will make daily news releases to the local media describing present conditions and indicating the water supply outlook for the next day.
2. Previous days summaries of precipitation, temperature, water levels and storage will be made public each day.

3. The city will hold public meetings to discuss the emergency, the status of the City water supply and further actions, which need to be taken.

**D. Management Actions**

1. The City water supplies will be monitored daily.
2. Leaks will be repaired within 24 hours of detection.
3. Pump age at wells will be reduced to decrease draw down and to maintain water levels over well screens.
4. The city will seek additional emergency supplies from other users, the state or federal government.

**E. Regulation Actions**

1. Outdoor water use will be banned.
2. Waste of water will be prohibited.

**PASSED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF SEDGWICK, HARVEY AND SEDGWICK COUNTIES, KANSAS, ON THE 3<sup>rd</sup> DAY OF OCTOBER, 2011.**

**Donald K. DeHaven, Mayor**

Attest:

**Janise P. Enterkin, City Clerk**

## SECTION X LIST OF KEY PERSONNEL

***AS FOLLOWS: LOCAL/COUNTY/STATE---CHAIN OF COMMAND AND CONTACTS, CURRENT NAMES ADDRESSES, AND TELEPHONE NUMBERS.***

*CITY ADMINISTRATOR*

*Kyle Nordick  
Cell: 316-807-4988*

*CITY SUPERINTENDENT*

*Jim Boldenow  
Office Phone: (316) 772-5151  
Cell: (316) 751-8343  
Maintenance On-Call Cell: (316) 772-5433*

*MAYOR*

*Bryan Chapman  
Office Phone: (316) 772-5151  
Cell Phone: (316) 651-6244*

*CITY COUNCIL MEMBER*

*Dan Hartman, Council President  
Cell Phone: (620) 295-0215*

*CITY COUNCIL MEMBER*

*Brenda DeHaven  
Cell Phone: (316) 655-9951*

*CITY COUNCIL MEMBER*

*Josh Liby  
Cell Phone: (316) 209-1881*

*CITY COUNCIL MEMBER*

*Jeremy Burkholder  
Cell Phone: (316) 641-4961*

*CITY COUNCIL MEMBER*

*Kramer Siemens  
Cell Phone: (620)200-2961*

*POLICE CHIEF*

*Bryan Hall  
Cell Phone: (316) 361-9775*

*CITY CLERK*

*Shelia Agee  
Work Phone: (316) 772-5151  
Cell Phone: (316) 772-0265*

*DEPUTY CITY CLERK*

Jennessa Boldenow  
Work Phone: (316) 772-5151  
Cell Phone: (316) 239-9869

*WATER DEPARTMENT*

Jim Boldenow  
Cell: (316) 751-8343

*WASTEWATER OPERATOR*

Mike Hill  
Cell: (316) 880-7202

*MAINTENANCE STAFF*

Brett Bogunovich  
Cell: (316) 217-5603  
Dagan Willingham  
Cell: (316) 217-6993

*FIRE-EMS CHIEF*

Zane Hansen  
Office Phone: (316) 772-5700  
Cell Phone: (316) 461-6251

*EVERGY*

100 N Broadway, Suite 800  
Wichita, Kansas 67202  
Office Phone: (800) 383-1183

*LOCAL ELECTRICIAN*

Hi-Tech Controls, Inc.  
Dan Buczinski  
3601 W. Harry, Suite 5  
Wichita, Kansas 67213  
Office Phone: (316) 941-7049  
Cell: (316) 312-2600

*LOCAL ELECTRICIAN*

Kansas Electric  
1420 NW 36<sup>th</sup> St.  
Newton, Kansas 67114  
Office Phone: (316) 283-4750

*LOCAL ELECTRICIAN*

Kaye Electric  
Justin Hankins  
3410 S. Anderson Rd.  
Newton, KS 67114  
Office Phone: (316) 283- 0474  
Cell Phone: (316) 288-1439

*AT&T*

154 N. Broadway  
Wichita, Kansas 67202  
Office Phone: (800) 766-5777

*IDEATEK COMMUNICATION*

111 Old Mill Lane  
Buhler, Kansas 67522  
Office Phone: (855) 433-2835

*HARVEY COUNTY INDEPENDENT (KS PUBLISHING)*

116 S Main  
Hillsboro, Kansas 67063  
Office Phone: (316) 281-7899

*CITY OF HALSTEAD*

303 Main Street  
Halstead, Kansas 67056  
Office Phone: (316) 835-2286

*CITY OF NEWTON*

201 E. 6th  
Newton, Kansas 67114  
Office Phone: (316) 284-6001

*CITY OF NORTH NEWTON*

2601 N. Main  
North Newton, Kansas 67117

*CITY OF HESSTON*

115 E. Smith Street  
Hesston, Kansas 67062  
Office Phone: (620) 327-4412

*CITY OF HUTCHINSON*

125 E. Ave B  
Hutchinson, Kansas 67501  
Office Phone: (620) 694-2611

*CITY OF MCPHERSON*

400 E. Kansas  
 McPherson, Kansas 67460  
 Office Phone (620) 241-2515

*CITY OF WICHITA*

455 N. Main  
 Wichita, Kansas 67062

*WICHITA WATER SUPERINTENDENT, PROD. PUMPING*

Phone (316) 268-4504

*CITY OF WICHITA WATER/WW DIRECTOR*

Phone (316) 268-4964

*DIRECTOR OF EMERGENCY MANAGEMENT*

Mike Anderson  
 Harvey County Courthouse  
 713 N. Main Street  
 Newton, Kansas 67114  
 Office Phone: (316) 284-6910

*KANSAS DEPT. OF HEALTH & ENVIRONMENT*

South Central District Office  
 RH Garvey Building  
 300 West Douglas, Suite 700  
 Wichita, Kansas 67202  
 Phone: (316) 337-6020

*BUREAU OF WATER SUPPLY*

Topeka, Kansas  
 Phone: (785) 296-1500

*OFFICE OF EMERGENCY PREPAREDNESS**DIVISION OF EMERGENCY PREPAREDNESS OF KANSAS*

Topeka, Kansas 66601-0300  
 Phone: (785) 266-1400  
 24 Hour Phone: (785) 296-3176

*FEDERAL EMERGENCY MANAGEMENT AGENCY*

Region VII  
 911 Walnut Street, Room 200  
 Kansas City, MO 64106  
 Phone: (816) 283-7061

*BNSF RAILWAY CUSTOMERS AND QUALITY SUPPORT*

Office Phone: (800) 795-2673

*APAC-KANSAS, INC.*  
 1335 SW 14<sup>th</sup> St  
 Newton Kansas 67114  
 Office Phone: (316) 283-2520

*HARVEY COUNTY ROAD & BRIDGE*  
 1423 N. Spencer  
 Newton, Kansas 67114  
 Office Phone: (316) 283-1890

*ARMY NATIONAL GUARD*  
 400 Grandview  
 Newton, Kansas 67114  
 Office Phone: (785) 230-6779

*CORE & MAIN*  
 600 Old U.S. 81  
 McPherson, Kansas 67460-0774  
 Office Phone: (620) 241-3865

*HAJOCA CORPORATION*  
 711 N. Hydraulic  
 Wichita, Kansas 67201  
 Office Phone: (316) 262-2471

*MURDOCK COMPANIES, INC.*  
 1111 E 1<sup>st</sup>  
 Wichita, Kansas 67202  
 Office Phone: (316) 262-0401

*THE SALINA SUPPLY COMPNAY*  
 302 N. Santa Fe  
 Salina, Kansas 67401  
 Office Phone: (785) 823-2221

*SALVATION ARMY*  
 208 W 6<sup>th</sup> St  
 Newton, Kansas 67114  
 Office Phone: (316) 283-3190

*WICHITA WINWATER WORKS COMPANY*  
 3612 S. West Street  
 Wichita, Kansas 67217  
 Office Phone: (316) 522-8900

*BUCHER, WILLIS & RATLIFF CORP*  
 2335 E. Crawford St.  
 Salina, Kansas 67401  
 Office Phone: (785) 827-4945

*SDK*  
1000 Corey Rd, PO Box 886  
Hutchinson, Kansas 67504-0886  
Office Phone: (620) 665-5661

*RAY LINDSEY CO.*  
17221 BelRay Place  
Belton, MO 64012  
Office Phone: (816) 388-7440

*SEVERN TRENT SERVICES*  
3000 Advance Lane  
Colmar, PA 18915  
Office Phone: (215) 822-2901

THIS LIST WILL BE UPDATED ANNUALLY WHEN POLICY IS REVIEWED IN MAY OF EACH YEAR.





**City of Sedgwick  
City Council Meeting  
September 17, 2025**

**TO: Mayor and City Council**

**SUBJECT: Ordinance 918 & Ordinance 919: STO and UPOC Updates**

**INITIATED BY: Legal**

**AGENDA: New Business**

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**Background:** Sedgwick incorporates the Standard Traffic Ordinances (STO) and Uniform Public Offense Code (UPOC) by reference. The STO and UPOC is published and updated annually by the League of Kansas Municipalities (LKM) to reflect any changes that may be needed due to state law changes from the previous legislative session. The City of Sedgwick has historically incorporated the newest edition of the STO and UPOC once it is made available from LKM.

**Analysis:** Incorporating the most up-to-date version of the STO and UPOC allows for the Sedgwick Police Department to have up to date regulations and laws that also reflect and observe any recent changes in state law that may have passed by the state legislature.

**Financial Considerations:** The city pays for physical copies of the STO and UPOC books for Police Officers, the City Clerk's office, and Municipal Court staff. These costs come from the General Fund and are an anticipated expenditure in the operating budget.

**Recommended Action:** It is recommended that the governing body adopt Ordinance 918 & 919 as presented.

Published in the official newspaper, ***THE HARVEY COUNTY INDEPENDENT***, on the \_\_\_<sup>th</sup> day of September, 2025.

**ORDINANCE NO. 918**

**AN ORDINANCE REGULATING TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF SEDGWICK, KANSAS; INCORPORATING BY REFERENCE THE “STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES”, 52<sup>nd</sup> EDITION OF 2025, WITH CERTAIN OMISSIONS, CHANGES AND ADDITIONS; PRESCRIBING ADDITIONAL REGULATIONS; PROVIDING CERTAIN PENALTIES AND REPEALING ANY AND ALL OTHER FOREGOING ORDINANCES, OR PORTIONS THEREOF, IN CONFLICT HEREWITH.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SEDGWICK:**

**SECTION 1: INCORPORATING STANDARD TRAFFIC ORDINANCE:**

There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits on the City of Sedgwick, Kansas, that a certain standard traffic ordinance known as the “**Standard Traffic Ordinance for Kansas Cities**”, **52<sup>nd</sup> Edition 2025**, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, **\*save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed.** One copy of said Standard Traffic Ordinance shall be marked or stamped “**Official Copy as Adopted by Ordinance No. 918**”, **\*with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change including but not limited to sections 114.2, 114.3, 114.4, and 114.5**, and to which shall be attached a copy of this Ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The Police Department, Municipal Judge and all administrative departments of the City charged with enforcement of the Ordinance shall be supplied, at the cost of the City, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient.

**SECTION 2: TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES:**

- (a) An ordinance traffic infraction is a violation of any section of this ordinance that prescribes or requires the same behavior as that prescribed or required by a statutory provision that is classified as a traffic infraction in K.S.A. 8-2118.
- (b) All traffic violations which are included within this Ordinance, and which are not ordinance traffic infractions, as defined in subsection (a) of this section, shall be considered traffic offenses.

**SECTION 3: PENALTY FOR SCHEDULED FINES:**

Unless the Standard Traffic Ordinance adopted by this Ordinance prescribes a fine or range of fines, the fine for violation of an ordinance traffic infraction or any other traffic offense in which the municipal judge establishes a fine in a fine schedule shall not be less than **\$10.00** nor more than **\$500.00**, except for speeding which shall not be less than **\$10.00** nor more than **\$500.00**. Unless the Standard Traffic Ordinance adopted by this Ordinance prescribes a fine or range of fines, a person tried and convicted for violation of an ordinance traffic infraction or other traffic

offenses in which a fine has not been established in a schedule of fines shall pay a fine fixed by the court not to exceed **\$500.00**.

**SECTION 4: REPEAL:**

Any and all other and foregoing ordinances in conflict herewith shall be the same are hereby repealed.

**SECTION 5: EFFECTIVE DATE:**

The Ordinance shall take effect and be in force from and after its once publication in The Harvey County Independent, the official City Newspaper.

**PASSED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF SEDGWICK, KANSAS THIS 17<sup>th</sup> DAY OF September 2025.**

\_\_\_\_\_  
Bryan Chapman, Mayor

ATTEST:

\_\_\_\_\_  
Shelia Agee, City Clerk

(SEAL)

Published in the official newspaper, ***THE HARVEY COUNTY INDEPENDENT***, on the \_\_\_th day of September, 2025.

**ORDINANCE NO. 919**

**AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF SEDGWICK, KANSAS; INCORPORATING BY REFERENCE THE “UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES”, 41<sup>st</sup> EDITION OF 2025, AND REPEALING ANY AND ALL OTHER FOREGOING ORDINANCES, OR PORTIONS THEREOF, IN CONFLICT HEREWITH.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SEDGWICK:**

**SECTION 1: INCORPORATING UNIFORM PUBLIC OFFENSE CODE:**

There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Sedgwick, Kansas, that certain code known as the **“Uniform Public Offense Code”, 41<sup>st</sup> Edition of 2025**, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas. One official copy of said Uniform Public Offense Code shall be marked or stamped **“Official Copy as Adopted by Ordinance No. 919**, and to which shall be attached a copy of this Ordinance and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

**SECTION 2: REPEAL:**

Any and all other and foregoing ordinances in conflict herewith shall be and the same are hereby repealed.

**SECTION 3: EFFECTIVE DATE:**

This ordinance shall take effect and be in force from and after its once publication in The Harvey County Independent, the official City Newspaper.

**PASSED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF SEDGWICK, KANSAS THIS 17<sup>th</sup> DAY OF September, 2025.**

\_\_\_\_\_  
Bryan Chapman, Mayor

ATTEST:

\_\_\_\_\_  
Shelia Agee, City Clerk

(SEAL)