REGULAR COUNCIL MEETING, MARCH 5, 2025

Wednesday, March 05, 2025 at 6:30 PM
Council Chambers, 520 N. Commercial Ave.

AGENDA

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_____

Mark Jacob_____

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 February 5, 2025, Regular Meeting
4. Approval of Payroll February 14, 2025 Amount $26,927.80

   Approval of Payroll February 28, 2025 Amount $28,730.80
5. Approval of General Disbursement Checks Amount $219,000.75

NEW BUSINESS

6. Discuss and Consider - State of Kansas Grant Agreement No. 24-PF-020

   Motion to approve State of Kansas Grant Agreement No. 24-PF-020 between the State of Kansas Department of Commerce and the City of Sedgwick as presented.

   Motion by _____

   Second by _____
7. Discuss and Consider Agreement - BG Consultants Inc.

   Motion to approve the contract with BG Consultants Inc., for design and construction administration services with a not-to-exceed amount of $246,010.00.

   Motion by _____

   Second by _____
8. Discuss and Consider Agreement - Ranson Financial Group, LLC.

   Motion to approve the agreement for professional administrative services with Ranson Financial Group, LLC, for a not-to-exceed total of $25,000.

   Motion by _____

   Second by _____
9. Discuss and Consider Agreement - KDOT Transportation Alternatives Grant

   Motion to approve the KDOT Transportation Alternatives Grant agreement as presented.

   Motion by _____

   Second by _____
10. Discuss and Consider Kennel Agreement - Caring Hands Humane Society

    Motion to approve the kennel agreement with Caring Hands Humane Society as presented.

    Motion by _____

    Second by _____
11. Executive Session - Contract Negotiations

    Move to recess into executive session for 20 minutes to consult with the City Attorney related to matters privileged under the attorney-client relationship (K.S.A. 75-4319(B)(2)) for the purpose of discussing Contractual Matters. The open meeting will resume at 7:25pm with those present in the executive session being the Governing Body, City Administrator, and City Attorney.

    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 ADJOURN INTO A WORKSHOP

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

Agenda Published on 2/28/2025 at 11:00 AM.

REGULAR COUNCIL MEETING, FEBRUARY 5, 2025

Wednesday, February 05, 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_____

Mark Jacob_____

Josh Liby_____

Dan Hartman_____

Brenda DeHaven____

Others present _____

Mayor Bryan Chapman opened the Council Meeting at 6:30pm.

The Mayor led the Pledge of Allegiance.

PRESENT

Brenda DeHaven

Dan Hartman

Kramer Siemens

Josh Liby

Mark Jacob

DRAFT

OTHERS PRESENT: Kyle Nordick, City Administrator; Shelia Agee, City Clerk; Scott Ufford, City Attorney; Jim Boldenow, City Superintendant; Bryan Hall, Police Chief; Brian Harmon, Officer; Bill Bush, Harvey County NOW

APPROVAL OF AGENDA

Motion to approve the agenda as presented.

Motion by _____

Second by _____

Motion to approve the agenda as presented.

Motion made by Hartman, Seconded by Liby.

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

HEARINGS / PRESENTATIONS / PUBLIC FORUM

Recognized Mark Jacob for year of service and accepted his resignation from the Council.

1. Presentation of the City of Sedgwick Recognition Awards

   Recognized Mark Jacob for year of service and accepted his resignation from the Council.

STAFF REPORTS

2. **Kyle Nordick, City Administrator**

   Kyle Nordick, City Administrator, made the following announcements. KDWP Park Grant allowed us to install lighting along walk path. Dock install will happen in March. Our intern has been working on the Community Calendar, an item that came from our strategic plan to communicate more. 2024 Customer Satisfaction Survey was completed with a good response rate of 10%. Overall good comments. Two items that received most comments included keeping EMS stable and paving East Side.

3. **Jennifer Hill, City Attorney**

   Scott Ufford, City Attorney

4. **Bryan Hall, Police Chief**

   Police Chief, Bryan Hall, gave an update on PD staffing and introduced our new full-time officer, Brian Harmon.

CONSENT AGENDA

Motion to approve the Consent Agenda as presented.

Motion by _____

DRAFT

Second by _____

Motion to approve the Consent Agenda as presented.

Motion made by Liby, Seconded by DeHaven.

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

5. Minutes of January 15, 2025, Regular Meeting
6. Approval of Payroll January 17, 2025 Amount $25,951.77

   Approval of Payroll January 31, 2025 Amount $26,929.52
7. Approval of General Disbursement Checks Amount $93,009.83

NEW BUSINESS

8. Discuss and Consider Parks Master Plan

   Motion to approve the proposal from Landworks Studio LLC for the creation of a Parks Master Plan for the City of Sedgwick and authorize the mayors signature on the contract not-to-exceed $25,860.

   Motion by _____

   Second by _____

   Motion to approve the proposal from Landworks Studio LLC for the creation of a Parks Master Plan for the City of Sedgwick and authorize the mayors signature on the contract not-to-exceed $25,860.

   Motion made by Siemens, Seconded by Liby.

   Voting Yea: DeHaven, Hartman, Siemens, Liby, Jacob
9. Executive Session - Contract Negotiations

   Move to recess into executive session for 20 minutes to consult with the City Attorney related to matters privileged under the attorney-client relationship (K.S.A. 75-4319(B)(2)) for the purpose of discussing Contractual Matters. The open meeting will resume at _____pm with those present in the executive session being the Governing Body, City Administrator, and City Attorney.

   Motion by _____

   Second by _____

   Move to recess into executive session for 20 minutes to consult with the City Attorney related to matters privileged under the attorney-client relationship (K.S.A. 75-4319(B)(2)) for the purpose of discussing Contractual Matters. The open meeting will resume at 7:10pm with those present in the executive session being the Governing Body, City Administrator, and City Attorney.

   Motion made by Siemens, Seconded by Hartman.

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

   Council came out of executive session at 7:10pm requesting 10 more minutes.

DRAFT

Move to go back into executive session for 10 minutes to consult with the City Attorney related to matters privileged under the attorney-client relationship (K.S.A. 75-4319(B)(2)) for the purpose of discussing Contractual Matters. The open meeting will resume at 7:21pm with those present in the executive session being the Governing Body, City Administrator, and City Attorney.

Motion made by Siemens, Seconded by Liby.

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

NO ACTION TAKEN

GOVERNING BODY REMARKS

ADJOURN

Motion to adjourn the Regular Council Meeting at _____ PM.

Motion by _____

Second by _____

Motion to adjourn the Regular Council Meeting at 7:22pm.

Motion made by Hartman, Seconded by Liby.

Voting Yea: DeHaven, Hartman, Siemens, Jacob

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

Agenda Published on 01/31/2025 at 11:25 AM.

DRAFT

March 5, 2025

PAYROLL CHECKS - DIRECT DEPOSIT	
2/14/25	$ 26,927.80
2/28/25	$ 28,730.80
TOTAL PAYROLL CHECKS	$ 55,658.60

GENERAL DISBURSEMENT CHECKS-AAABZV	$ 82,853.82
GENERAL DISBURSEMENT CHECKS-AAABZW	$ 40,348.87
GENERAL DISBURSEMENT CHECKS-AAABZX	$ 18,158.35
GENERAL DISBURSEMENT CHECKS-AAACAC	$ 15,858.16
GENERAL DISBURSEMENT CHECKS-AAACAD	$ 32,817.66
GENERAL DISBURSEMENT CHECKS-AAACAE	$ 28,963.89
TOTAL DISBURSEMENT CHECKS	$ 219,000.75

AP Enter Bills Edit - Council Report

City of Sedgwick (SEDGKS)

2/7/2025 10:52:35 AM Batch: AAABZV

Vendor	Description	Check Date	Invoice#	Check#	Check Total
7M EXCAVATING	STREET MATERIAL	02/07/2025	202353	71448	$2,785.00
AGRI ENVIRONMENTAL SERVICES	SLUDGE HAUL	02/07/2025	112	71449	$721.00
AIRGAS USA, LLC	O2 CYL RENTAL	02/07/2025	9156385290	71450	$375.99
BOUND TREE MEDICAL, LLC	EMS SUPPLIES	02/07/2025	85636754	71451	$461.93
CORE & MAIN	WATER METER PARTS	02/07/2025	W317598	71452	$1,029.34
CULLIGAN OF WICHITA	DRINKING WATER	02/07/2025	776460	71453	$12.85
ECONO SIGNS LLC	PURPLE HEART SIGNS	02/07/2025	10-994301	71454	$230.51
EVERGY	ELECTRIC SERVICE	02/07/2025	020725EVERGYCARD	71455	$97.64
GALLS, LLC	EMS PANTS	02/07/2025	030325750	71456	$132.08
IDEATEK, LLC	IDEATEK SERVICES	02/07/2025	10003872258	71457	$1,482.46
INTRUST BANK	MISC CHARGES	02/07/2025	020725INTRUST	71458	$9,035.02
BILL JOHNSON	BLDG INSPECTIONS	02/07/2025	020725BJ	71459	$50.00
JOY WILLIAMS	JUDGE SERVICES	02/07/2025	020725JUDGE	71460	$500.00
KAYE ELECTRIC INC	SOLAR BOLLARD'S	02/07/2025	40817	71461	$18,562.50
KANSAS DEPT OF WILDLIFE AND PAR	KDWP LICENSES	02/07/2025	020725KDWP	71462	$26.50
KANSAS STATE TREASURER	COURT FEES	02/07/2025	020725COURTFEES	71463	$523.00
KANSAS STATE TREASURER	BOND PAYMENT	02/07/2025	020725BONDS	71464	$19,402.50
LEGACY BANK	GIFT CARD	02/07/2025	020725	71465	$503.00
LEGACY BANK	BK FEE	02/07/2025	020725BKFEE	71466	$18.00
SEDGWICK LILLIAN TEAR LIBRARY	LIBRARY BLDG REPAIR	02/07/2025	020725BLDG	71467	$3,290.00
MAYER SPECIALTY SERVICES, LLC	SEWER MAIN CLEANING	02/07/2025	2025028	71468	$8,390.12
CITY OF NEWTON	WATER TREATMENT	02/07/2025	020725WATERTREATMENT	71469	$5,917.44
PAYMENT SERVICES NETWORK, INC.	PSN SERVICE FEES	02/07/2025	020725PSN	71470	$74.85
QUILL	COPY PAPER	02/07/2025	42561120	71471	$72.08
R. E. PEDROTTI CO., INC.	WATER TOWER REPAIR	02/07/2025	17187	71472	$224.40
SAM'S CLUB	MISC CHARGES	02/07/2025	020725SAMS	71473	$211.74
SDK LABORATORIES	SDK LAB ANALYSIS	02/07/2025	020725SDK	71474	$267.00
SHARBUTT REMODELING LLC	RENTAL & REPAIR	02/07/2025	661075	71475	$2,162.50
SUNFLOWER STATE STAYS LLC	CARDINAL COTTAGE	02/07/2025	020725EMSRENTAL	71476	$1,200.00
UNDERGROUND VAULTS & STORAGE	OFFSITE FILE STORAGE	02/07/2025	5001401	71477	$16.95
VERIZON WIRELESS	PD MDT SERVICE	02/07/2025	6104354448	71478	$405.52

AP Enter Bills Edit - Council Report

City of Sedgwick (SEDGKS)

Vendor	Description	Check Date	Invoice#	Check#	Check Total
WCCIT	JANUARY 2019 IT SRVC	02/07/2025	TSP_3132	71479	$993.37
WHOLESALE WATER SUPPLY DISTRI(	12/13/24-1/16/25 WTR	02/07/2025	INV02968	71480	$3,678.53

Total Direct Expense:	$82,853.82
Total Immediate Payments:	**$82,853.82**

Report Summary

	Report Selection Criteria	
Report Type:	Detailed	
	Start	**End**
Transaction Number:	Start	End

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

City of Sedgwick (SEDGKS)

2/7/2025 10:52:03 AM Batch: AAABZV

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
Line	GL Expense Account	Desc/Inv Stock/Alloc/Cost Code	Quantity Bought	Cost Per Unit	Line Extension
33	**7M / 7M EXCAVATING**	**2/7/2025**	**2/7/2025**	**202353**	**$2,785.00**
1	01-10-70-7230	STREET MATL-GRAVEL, AB3, KGE	1.0	$2,785.0000	$2,785.00
2	**AGRI ENVIRONMENTAL / AGRI ENVIRONMENTAL SERV**	**2/7/2025**	**2/7/2025**	**112**	**$721.00**
1	13-00-60-6160	1-31-25 SLUDGE HAUL 14000 GAL	14,000.0	$0.0515	$721.00
1	**AIRGAS / AIRGAS USA, LLC**	**2/7/2025**	**2/7/2025**	**9156385290**	**$375.99**
1	41-02-00-8210	O2 CYL RENTAL	1.0	$116.5000	$116.50
2	41-02-00-8210	O2 CYL RENTAL	1.0	$116.4500	$116.45
3	01-11-60-6240	CO2 CYLINDER LEASE	1.0	$143.0400	$143.04
3	**BOUND TREE / BOUND TREE MEDICAL, LLC**	**2/7/2025**	**2/7/2025**	**85636754**	**$461.93**
1	41-02-00-8210	EMS Supplies	1.0	$339.9800	$339.98
2	01-02-70-7130	EMS Supplies	1.0	$121.9500	$121.95
25	**CORE & MAIN / CORE & MAIN**	**2/7/2025**	**2/7/2025**	**W317598**	**$1,029.34**
1	10-00-70-7130	WATER METER TILE/SADDLE	1.0	$1,029.3400	$1,029.34
37	**CULLIGAN / CULLIGAN OF WICHITA**	**2/7/2025**	**2/7/2025**	**776460**	**$12.85**
1	01-01-60-6290	ALLOCATE CULLIGAN DRINKING WATER	0.0	$12.8500	$0.00
2	01-01-60-6290	DRINKING WATER-ADMIN	1.0	$5.1400	$5.14
3	01-03-60-6290	DRINKING WATER-PD	1.0	$3.8600	$3.86
4	13-00-60-6290	DRINKING WATER-SEWER	1.0	$3.8500	$3.85
35	**ECONO / ECONO SIGNS LLC**	**2/7/2025**	**2/7/2025**	**10-994301**	**$230.51**
1	01-10-70-7130	PURPLE HEART SIGNS	1.0	$230.5100	$230.51
29	**EVERGY / EVERGY**	**2/7/2025**	**2/7/2025**	**020725EVERGYCARD**	**$97.64**
1	01-02-60-6180	1684159555 - 110 E 4TH CARDINAL COTTAGE EMS	1.0	$97.6400	$97.64
4	**GALLS / GALLS, LLC**	**2/7/2025**	**2/7/2025**	**030325750**	**$132.08**
1	41-02-00-8210	EMS Pants	1.0	$132.0800	$132.08

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

City of Sedgwick (SEDGKS)

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
38	IDEATEK / IDEATEK, LLC	2/7/2025	2/7/2025	10003872258	$1,482.46

Line	GL Expense Account	Desc/Inv Stock/Alloc/Cost Code	Quantity Bought	Cost Per Unit	Line Extension
1	01-01-60-6180	CITY HALL PHONE/FAX/INTERNET	1.0	$167.0600	$167.06
2	12-00-60-6180	REFUSE PHONE/FAX/INTERNET	1.0	$55.6800	$55.68
3	10-00-60-6180	WATER PHONE/FAX/INTERNET	1.0	$55.6900	$55.69
4	13-00-60-6180	SEWER PHONE/FAX/INTERNET	1.0	$55.6900	$55.69
5	01-11-60-6180	MAINT SHOP 320 N WASH PHONE	1.0	$96.4400	$96.44
6	01-04-60-6180	FIRE PHONE/INTERNET	1.0	$136.7300	$136.73
7	13-00-60-6180	SEWER PLANT PHONE/INTERNET	1.0	$172.9900	$172.99
8	01-06-60-6180	POOL PHONE/INTERNET	1.0	$136.7300	$136.73
9	01-03-60-6180	PD PHONE/FAX/INTERNET/TV	1.0	$194.8200	$194.82
10	13-00-60-6180	EAST LIFT PHONE	1.0	$86.8300	$86.83
11	13-00-60-6180	SOUTH LIFT PHONE	1.0	$86.5400	$86.54
12	01-08-60-6180	WEST WATER TOWER-PARK WIFI	1.0	$110.0000	$110.00
13	01-02-60-6180	EMS PHONE/INTERNET	1.0	$127.2600	$127.26

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

City of Sedgwick (SEDGKS)

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
Line	GL Expense Account	Desc/Inv Stock/Alloc/Cost Code	Quantity Bought	Cost Per Unit	Line Extension
28	INTRUST / INTRUST BANK	2/7/2025	2/7/2025	020725INTRUST	$9,035.02
1	01-01-60-6200	AATRIX SOFTWARE-W2'S & 1094/5'S	1.0	$103.2000	$103.20
2	01-03-70-7250	PD UNIFORM	1.0	$53.7500	$53.75
3	01-03-70-7110	PD EQUIP SUPPLIES-AMMO, GUN CLEANING, TV CABLES	1.0	$174.8100	$174.81
4	01-03-70-7410	PD FURNITURE-TABLE, CHAIRS, TV, WATER COOLER	1.0	$1,132.1100	$1,132.11
5	01-03-70-7010	OFFICE SUPP-COFFEE, UTV TAGS/STICKERS	1.0	$289.0000	$289.00
6	01-03-60-6720	LUNCHES	1.0	$26.5400	$26.54
7	01-03-60-6290	CREDIT CHECKS-NEW EMPLOYEES	1.0	$120.0000	$120.00
8	01-03-60-6700	KS PEACE OFFICER'S MEMBERSHIP	1.0	$30.0000	$30.00
9	01-03-70-7120	CHARLIE'S CAR WASH	1.0	$30.0000	$30.00
10	01-03-70-7210	PD FUEL	1.0	$60.0600	$60.06
11	36-00-00-8210	EVENT ADVERTISING	1.0	$22.1600	$22.16
12	01-02-60-6720	EMS DINNER	1.0	$201.9400	$201.94
13	41-02-00-8210	EMS FURNITURE	1.0	$1,429.9600	$1,429.96
14	01-10-70-7110	CITY SIGNAGE PARTS	1.0	$760.0000	$760.00
15	01-07-60-6290	SEDGWICK GROWN LOGO DESIGN	1.0	$775.0000	$775.00
16	01-03-60-6200	ADOBE LICENSES	1.0	$287.8800	$287.88
17	01-02-60-6200	ADOBE LICENSES	1.0	$287.8800	$287.88
18	01-01-60-6200	ADOBE LICENSES	1.0	$1,607.4000	$1,607.40
19	01-10-60-6710	LEADERSHIP COURSE-JIMBO	0.3	$237.0000	$59.25
20	01-11-60-6710	LEADERSHIP COURSE-JIMBO	0.3	$237.0000	$59.25
21	10-00-60-6710	LEADERSHIP COURSE-JIMBO	0.3	$237.0000	$59.25
22	13-00-60-6710	LEADERSHIP COURSE-JIMBO	0.3	$237.0000	$59.25
23	01-03-70-7010	PD OFFICE SUPPLIES	1.0	$352.0500	$352.05
24	01-01-70-7010	AMAZON-OFFICE SUPPLIES	0.3	$298.9900	$89.70
25	01-05-70-7010	AMAZON-OFFICE SUPPLIES	0.2	$298.9900	$59.80
26	01-09-70-7010	AMAZON-OFFICE SUPPLIES	0.1	$298.9900	$14.95
27	10-00-70-7010	AMAZON-OFFICE SUPPLIES	0.2	$298.9900	$59.80
28	12-00-70-7010	AMAZON-OFFICE SUPPLIES	0.1	$298.9900	$14.95
29	13-00-70-7010	AMAZON-OFFICE SUPPLIES	0.2	$298.9900	$59.80
30	10-00-70-7420	HARBOR FREIGHT-MAINT TOOLS	1.0	$294.8000	$294.80
31	41-02-00-8210	EMS SUPPLIES	1.0	$460.4800	$460.48
34	JOHNSON, BILL / BILL JOHNSON	2/7/2025	2/7/2025	020725BJ	$50.00
1	01-01-60-6230	BLDG INSPECTIONS-JOHNSON	1.0	$50.0000	$50.00
6	JOY / JOY WILLIAMS	2/7/2025	2/7/2025	020725JUDGE	$500.00
1	01-05-60-6300	JUDGE SERVICES-JOY	1.0	$500.0000	$500.00

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

City of Sedgwick (SEDGKS)

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
Line	GL Expense Account	Desc/Inv Stock/Alloc/Cost Code	Quantity Bought	Cost Per Unit	Line Extension
7	**KAYE / KAYE ELECTRIC INC**	**2/7/2025**	**2/7/2025**	**40817**	**$18,562.50**
1	40-08-00-8210	SOLAR BOLLARD'S	1.0	$18,562.5000	$18,562.50
8	**KDWPT-ACH / KANSAS DEPT OF WILDLIFE AND PARKS**	**2/7/2025**	**2/7/2025**	**020725KDWP**	**$26.50**
1	01-00-00-4293	KDWP LICENSES	1.0	$25.0000	$25.00
2	01-01-60-6210	KDWP LICESNSES FEE	1.0	$1.5000	$1.50
9	**KS TREASURER / KANSAS STATE TREASURER**	**2/7/2025**	**2/7/2025**	**020725COURTFEES**	**$523.00**
1	01-05-60-6310	JBEF	1.0	$7.0000	$7.00
2	01-05-60-6310	LETC	1.0	$180.0000	$180.00
3	01-05-60-6310	REINSTATMENT FEES	1.0	$314.0000	$314.00
4	01-05-60-6310	JBS	1.0	$22.0000	$22.00
10	**KS TREASURER / KANSAS STATE TREASURER**	**2/7/2025**	**2/7/2025**	**020725BONDS**	**$19,402.50**
1	06-00-90-9830	G O REF & IMP BD SR 2010	1.0	$2,887.5000	$2,887.50
2	06-00-90-9830	G O BDS SR 2016	1.0	$660.0000	$660.00
3	06-00-90-9830	GO BDS SR A 2015	1.0	$350.0000	$350.00
4	06-00-90-9830	GO BONDS, SERIES A, 2021	1.0	$805.0000	$805.00
5	06-00-90-9830	G O REF BDS SR 2017-A	1.0	$14,700.0000	$14,700.00
11	**LEGACY BANK / LEGACY BANK**	**2/7/2025**	**2/7/2025**	**020725**	**$503.00**
1	01-07-60-6400	COMM SURVEY GC	1.0	$503.0000	$503.00
12	**LEGACY BANK / LEGACY BANK**	**2/7/2025**	**2/7/2025**	**020725BKFEE**	**$18.00**
1	01-01-60-6210	BK FEE	1.0	$15.0000	$15.00
2	03-00-60-6210	HRA BK FEE	1.0	$3.0000	$3.00
27	**LIBRARY / SEDGWICK LILLIAN TEAR LIBRARY**	**2/7/2025**	**2/7/2025**	**020725BLDG**	**$3,290.00**
1	40-01-00-8210	LIBRARY BLDG REPAIR	1.0	$3,290.0000	$3,290.00
32	**MAYER / MAYER SPECIALTY SERVICES, LLC**	**2/7/2025**	**2/7/2025**	**2025028**	**$8,390.12**
1	13-00-60-6130	SEWER MAIN CLEANING	1.0	$8,390.1200	$8,390.12
14	**NEWTON CITY / CITY OF NEWTON**	**2/7/2025**	**2/7/2025**	**020725WATERTREATMENT**	**$5,917.44**
1	10-00-60-6152	12-16-2024 TO 1-21-25 WATER TREATMENT 441600 USAGE	1.0	$5,917.4400	$5,917.44
16	**PSN / PAYMENT SERVICES NETWORK, INC.**	**2/7/2025**	**2/7/2025**	**020725PSN**	**$74.85**
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

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

City of Sedgwick (SEDGKS)

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
Line	GL Expense Account	Desc/Inv Stock/Alloc/Cost Code	Quantity Bought	Cost Per Unit	Line Extension
30	**QUILL / QUILL**	**2/7/2025**	**2/7/2025**	**42561120**	**$72.08**
1	01-01-70-7010	COPY PAPER	0.3	$72.0800	$21.62
2	01-05-70-7010	COPY PAPER	0.2	$72.0800	$14.42
3	01-09-70-7010	COPY PAPER	0.1	$72.0800	$3.60
4	10-00-70-7010	COPY PAPER	0.2	$72.0800	$14.42
5	12-00-70-7010	COPY PAPER	0.1	$72.0800	$3.60
6	13-00-70-7010	COPY PAPER	0.2	$72.0800	$14.42
26	**R E PEDROTTI / R. E. PEDROTTI CO., INC.**	**2/7/2025**	**2/7/2025**	**17187**	**$224.40**
1	10-00-60-6130	WATER TOWER REPAIR-TRANSDUCERS	1.0	$224.4000	$224.40
22	**SAMS / SAM'S CLUB**	**2/7/2025**	**2/7/2025**	**020725SAMS**	**$211.74**
1	01-03-70-7010	PD BATTERIES	1.0	$12.3700	$12.37
2	01-01-70-7010	OFFICE SUPPLIES-TISSUE, TOWELS, CANDY, CLEANER	0.3	$128.0700	$38.42
3	01-08-70-7010	OFFICE SUPPLIES-TISSUE, TOWELS, CANDY, CLEANER	0.3	$128.0900	$38.43
4	13-00-70-7010	OFFICE SUPPLIES-TISSUE, TOWELS, CANDY, CLEANER	0.4	$128.0900	$51.24
5	13-00-70-7220	WWTP DAWN SOAP	1.0	$71.2800	$71.28
17	**SDK / SDK LABORATORIES**	**2/7/2025**	**2/7/2025**	**020725SDK**	**$267.00**
1	13-00-60-6170	LAB ANALYSIS	1.0	$267.0000	$267.00
23	**SHARBUTT REMODELING / SHARBUTT REMODELING L**	**2/7/2025**	**2/7/2025**	**661075**	**$2,162.50**
1	01-10-60-6240	FORKLIFT RENTAL-BANNERS, XMAS, CANOPIES	1.0	$1,237.5000	$1,237.50
2	01-03-60-6100	PD BLDG GUTTER REPAIR	1.0	$925.0000	$925.00
18	**SUNFLOWER / SUNFLOWER STATE STAYS LLC**	**2/7/2025**	**2/7/2025**	**020725EMSRENTAL**	**$1,200.00**
1	01-02-60-6720	CARDINAL COTTAGE RENTAL	1.0	$1,200.0000	$1,200.00
24	**UNDERGROUND / UNDERGROUND VAULTS & STORAGI**	**2/7/2025**	**2/7/2025**	**5001401**	**$16.95**
1	01-01-60-6200	OFFSITE FILE STORAGE	1.0	$16.9500	$16.95
20	**VERIZON / VERIZON WIRELESS**	**2/7/2025**	**2/7/2025**	**6104354448**	**$405.52**
1	01-11-60-6180	MAINT LAPTOP	1.0	$40.0100	$40.01
2	01-03-60-6180	PD CELLPHONE	1.0	$43.9300	$43.93
3	01-03-60-6180	PD DASH CAM	2.0	$40.0100	$80.02
4	01-02-60-6180	EMS GPS	3.0	$40.0100	$120.03
5	01-11-60-6180	MAINT CELLPHONE	1.0	$41.5100	$41.51
6	01-03-60-6180	PD MDT	2.0	$40.0100	$80.02

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

City of Sedgwick (SEDGKS)

Tr. #	Vendor		Inv Date	Due Date		Invoice #	Total Invoice
Line	GL Expense Account	Desc/Inv Stock/Alloc/Cost Code			Quantity Bought	Cost Per Unit	Line Extension
21	WCCIT / WCCIT		2/7/2025	2/7/2025		TSP_3132	$993.37
1	01-01-60-6200	MO SRVC-ADMIN			0.5	$400.0000	$200.00
2	01-03-60-6200	MO SRVC-POLICE			0.3	$400.0000	$100.00
3	01-04-60-6200	MO SRVC-FIRE			0.1	$400.0000	$20.00
4	13-00-60-6200	MO SRVC-SEWER			0.2	$400.0000	$80.00
5	01-01-60-6200	MO AND SECURITY			0.3	$593.3700	$148.34
6	01-03-60-6200	MO AND SECURITY			0.3	$593.3700	$148.34
7	10-00-60-6200	MO AND SECURITY			0.3	$593.3700	$148.34
8	13-00-60-6200	MO AND SECURITY			0.3	$593.3900	$148.35
31	WHOLESALE WATER / WHOLESALE WATER SUPPLY DI		2/7/2025	2/7/2025		INV02968	$3,678.53
1	10-00-60-6150	WATER USAGE 441600			1.0	$3,678.5300	$3,678.53

Grand Totals

Total Direct Expense: **$82,853.82**

Total Immediate Payments: $82,853.82

Report Summary

Report Selection Criteria

Report Type: Detailed

	Start	End
Transaction Number:	Start	End

AP Enter Bills Edit - Council Report

City of Sedgwick (SEDGKS)

2/14/2025 9:22:07 AM Batch: AAABZW

Vendor	Description	Check Date	Invoice#	Check#	Check Total
AGRI ENVIRONMENTAL SERVICES	SLUDGE HAUL	02/14/2025	116	71488	$1,802.50
AXON ENTERPRISE, INC	PD EQUIPMENT	02/14/2025	INUS320825	71489	$11,363.81
CITYCODE FINANCIAL LLC	ANNUAL FEES	02/14/2025	1901	71490	$1,500.00
CORE & MAIN	PIPE FOR NEW HSE SVC	02/14/2025	W325122	71491	$734.06
ENDURA	MAINT TRUCK GRAPHICS	02/14/2025	33418	71492	$142.50
ENVIRONMENTAL SYSTEMS RESEAR	ARCGIS ANNUAL SUBSCR	02/14/2025	26266749	71493	$1,100.00
GALLS, LLC	UNIFORMS	02/14/2025	030396880	71494	$255.14
BRYAN HALL	REIMB BRYAN HALL	02/14/2025	021425BH	71495	$306.15
BRIAN HARMON	B HARMON PAYROLL	02/14/2025	021425PAYROLLBH	71496	$1,433.40
HARVEY COUNTY ECONOMIC DEVEL	FEES	02/14/2025	2013-1529	71497	$1,000.00
KANZA CO-OPERATIVE ASSOCIATION	FUEL CHARGES	02/14/2025	121425COOP	71498	$5,161.43
KANSAS GAS SERVICE	GAS SERVICE	02/14/2025	121425KSGAS	71499	$771.84
KANSAS TURNPIKE AUTHORITY	TURNPIKE TOLLS	02/14/2025	021425TURNPIKE	71500	$7.26
MCDONALD TINKER PA	ATTORNEY SERVICES	02/14/2025	166492	71501	$2,911.53
NEW MEDICAL HEALTH CARE, LLC	EMPLOYMENT SCREENIN(	02/14/2025	121425NEWMED	71502	$800.00
NEWTON MEDICAL CENTER	EMS	02/14/2025	35470	71503	$2,228.73
PHILADELPHIA INSURANCE	ACCIDENT INSURANCE	02/14/2025	121425INSURANCE	71504	$300.00
PRIDE AG RESOURCES	MAINT/WWTP SUPPLIES	02/14/2025	116984/3	71505	$137.77
WASTE CONNECTIONS	MONTH LY TRASH/RECYC	02/14/2025	18799052V025	71506	$7,150.41
WICHITA WINWATER WORKS	SEWER LINE REPAIR	02/14/2025	260194 01	71507	$66.34
WILBUR-ELLIS COMPANY	ICE MELT	02/14/2025	121425ICEMELT	71508	$1,176.00

Total Direct Expense: $40,348.87

Total Immediate Payments: $40,348.87

Report Summary

Report Selection Criteria

Report Type: Detailed

	Start	**End**
Transaction Number:	Start	End

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

City of Sedgwick (SEDGKS)

2/14/2025 9:15:57 AM Batch: AAABZW

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
Line	GL Expense Account	Desc/Inv Stock/Alloc/Cost Code	Quantity Bought	Cost Per Unit	Line Extension
1	AGRI ENVIRONMENTAL / AGRI ENVIRONMENTAL SERV	2/14/2025	2/14/2025	116	$1,802.50
1	13-00-60-6160	2-11-25 SLUDGE HAUL	35,000.0	$0.0515	$1,802.50
2	AXON / AXON ENTERPRISE, INC	2/14/2025	2/14/2025	INUS320825	$11,363.81
1	41-03-00-8210	PD BODY CAMS/TASERS	1.0	$11,363.8100	$11,363.81
3	CITYCODE FIN / CITYCODE FINANCIAL LLC	2/14/2025	2/14/2025	1901	$1,500.00
1	01-01-60-6200	ANNUAL FEE	1.0	$1,500.0000	$1,500.00
4	CORE & MAIN / CORE & MAIN	2/14/2025	2/14/2025	W325122	$734.06
1	10-00-70-7130	PIPE FOR NEW HOUSE WATER LINES	1.0	$734.0600	$734.06
20	ENDURA / ENDURA	2/14/2025	2/14/2025	33418	$142.50
1	01-10-70-7120	MAINT TRUCK GRAPHICS	0.3	$142.4500	$35.61
2	01-11-70-7120	MAINT TRUCK GRAPHICS	0.3	$142.5000	$35.63
3	10-00-70-7120	MAINT TRUCK GRAPHICS	0.3	$142.5000	$35.63
4	13-00-70-7120	MAINT TRUCK GRAPHICS	0.3	$142.5000	$35.63
22	ESRI / ENVIRONMENTAL SYSTEMS RESEARCH INSTITL	2/14/2025	2/14/2025	26266749	$1,100.00
1	41-11-00-8210	ARCGIS ANNUAL SUBSCRIPTION	0.5	$1,100.0000	$550.00
2	10-00-60-6700	ARCGIS ANNUAL SUBSCRIPTION	0.5	$1,100.0000	$550.00
5	GALLS / GALLS, LLC	2/14/2025	2/14/2025	030396880	$255.14
1	01-03-70-7250	PD POLO	1.0	$68.9900	$68.99
2	01-02-70-7250	EMS PANTS	1.0	$186.1500	$186.15
6	HALL / BRYAN HALL	2/14/2025	2/14/2025	021425BH	$306.15
1	01-03-70-7010	STORAGE BOXES	1.0	$72.3500	$72.35
2	01-03-70-7110	PD BATTERIES	1.0	$28.8000	$28.80
3	01-03-60-6710	RAINIER ARMS CLASS	1.0	$45.0000	$45.00
4	01-03-60-6710	KU PD TRAINING-HALL	1.0	$160.0000	$160.00
21	HARMON / BRIAN HARMON	2/14/2025	2/14/2025	021425PAYROLLBH	$1,433.40
1	01-03-00-6000	B HARMON PAYROLL-WRONG ROUTING NUMBER	1.0	$1,433.4000	$1,433.40
7	HRVY CO EDC / HARVEY COUNTY ECONOMIC DEVELOI	2/14/2025	2/14/2025	2013-1529	$1,000.00
1	01-07-60-6410	MEMBERSHIP FEES	1.0	$1,000.0000	$1,000.00

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

City of Sedgwick (SEDGKS)

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
Line	GL Expense Account	Desc/Inv Stock/Alloc/Cost Code	Quantity Bought	Cost Per Unit	Line Extension
8	KANZA / KANZA CO-OPERATIVE ASSOCIATION	2/14/2025	2/14/2025	121425COOP	$5,161.43
1	01-03-70-7210	FUEL - PD	1.0	$312.3600	$312.36
2	10-00-70-7210	FUEL - WATER	1.0	$490.1700	$490.17
3	01-04-70-7210	FUEL - FIRE	1.0	$14.1200	$14.12
4	01-10-70-7210	FUEL - STREETS	1.0	$490.1700	$490.17
5	13-00-70-7210	FUEL - SEWER	1.0	$420.1500	$420.15
6	01-02-70-7210	EMS	1.0	$460.9800	$460.98
7	01-02-70-7120	ANTIFREEZE AMBULANCE	1.0	$54.2300	$54.23
8	01-10-70-7120	MOTOR OIL TRUCKS	1.0	$14.2800	$14.28
9	01-11-70-7120	MOTOR OIL TRUCKS	1.0	$14.2800	$14.28
10	10-00-70-7120	MOTOR OIL TRUCKS	1.0	$14.2800	$14.28
11	13-00-70-7120	MOTOR OIL TRUCKS	1.0	$14.2800	$14.28
12	13-00-70-7210	BLUK DIESEL	1.0	$2,184.0000	$2,184.00
13	01-10-70-7210	BULK DIESEL TANK	1.0	$169.5300	$169.53
14	01-11-70-7210	BULK DIESEL TANK	1.0	$169.5300	$169.53
15	10-00-70-7210	BULK DIESEL TANK	1.0	$169.5300	$169.53
16	13-00-70-7210	BULK DIESEL TANK	1.0	$169.5400	$169.54
9	KS GAS / KANSAS GAS SERVICE	2/14/2025	2/14/2025	121425KSGAS	$771.84
1	01-11-60-6180	200 IND GAS SERVICE	1.0	$771.8400	$771.84
10	KS TURNPIKE / KANSAS TURNPIKE AUTHORITY	2/14/2025	2/14/2025	021425TURNPIKE	$7.26
1	01-03-60-6720	TURNPIKE TOLLS-CHIEF SUPPLIES PICKUP IN LAWRENCE	1.0	$7.2600	$7.26
11	MCDONALD TINKER / MCDONALD TINKER PA	2/14/2025	2/14/2025	166492	$2,911.53
1	01-01-60-6290	CITY ATTORNEY	1.0	$1,161.5300	$1,161.53
2	01-05-60-6300	PROSECUTOR	1.0	$1,750.0000	$1,750.00
12	NEW MED / NEW MEDICAL HEALTH CARE, LLC	2/14/2025	2/14/2025	121425NEWMED	$800.00
1	01-03-60-6290	PHYSICAL/DRUG SCREEN-SO, HARMON	1.0	$320.0000	$320.00
2	01-02-60-6290	PHYSICAL/DRUG SCREEN-ROJAS, HENSLEY	1.0	$320.0000	$320.00
3	01-02-60-6290	PHYSICAL/DRUG SCREEN-STROTKAMP	1.0	$160.0000	$160.00
13	NEWTON MEDICAL CENTER / NEWTON MEDICAL CENT	2/14/2025	2/14/2025	35470	$2,228.73
1	41-02-00-8210	EMS INITIAL DRUGS	1.0	$2,228.7300	$2,228.73
14	PHILADELPHIA / PHILADELPHIA INSURANCE	2/14/2025	2/14/2025	121425INSURANCE	$300.00
1	01-01-60-6250	ACCITDENT INSURANCE	1.0	$300.0000	$300.00

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

City of Sedgwick (SEDGKS)

2/14/2025 9:15:57 AM Batch: AAABZW

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
Line	GL Expense Account	Desc/Inv Stock/Alloc/Cost Code	Quantity Bought	Cost Per Unit	Line Extension
15	**PRIDE AG / PRIDE AG RESOURCES**	**2/14/2025**	**2/14/2025**	**116984/3**	**$137.77**
1	01-11-70-7420	CORDLS ANGLE DRILL	1.0	$99.0000	$99.00
2	01-10-70-7110	BUMPER SCRW	2.0	$2.3900	$4.78
3	13-00-70-7110	ROLLER CHAIN	1.0	$33.9900	$33.99
17	**WASTE CONNECTIONS / WASTE CONNECTIONS**	**2/14/2025**	**2/14/2025**	**18799052V025**	**$7,150.41**
1	12-00-60-6160	95 GALLON TRASH CART	370.0	$10.6000	$3,922.00
2	12-00-60-6160	65 GALLON TRASH CART	146.0	$8.4800	$1,238.08
3	12-00-60-6160	35 GALLON TRASH CART	45.0	$8.4800	$381.60
4	12-00-60-6160	SR 35 GALLON TRASH CART	29.0	$7.4200	$215.18
5	12-00-60-6160	SEDG CO SURCHARGE	59.0	$2.5000	$147.50
6	12-00-60-6160	RECYCLE	585.0	$2.1300	$1,246.05
7	12-00-60-6160	CART EXCHANGE	0.0	$25.0000	$0.00
18	**WICHITA WINWATER / WICHITA WINWATER WORKS**	**2/14/2025**	**2/14/2025**	**260194 01**	**$66.34**
1	13-00-70-7130	REPAIR SEWER LINES	1.0	$66.3400	$66.34
19	**WILBUR-ELLIS / WILBUR-ELLIS COMPANY**	**2/14/2025**	**2/14/2025**	**121425ICEMELT**	**$1,176.00**
1	01-10-70-7230	ICE MELT	3.0	$392.0000	$1,176.00

Grand Totals

Total Direct Expense: **$40,348.87**

Total Immediate Payments: $40,348.87

Report Summary

Report Selection Criteria

Report Type: Detailed

	Start	End
Transaction Number:	Start	End

AP Bank Reconciliation Posting Audit Report

City of Sedgwick (SEDGKS)

02/13/2025 04:36:12 PM Batch: AAABZX User ID: SHELIA

Bank Code: CKG LEGACY BANK

Vendor Tran#	Document #	Date	Type	User ID	Posting Reference	Total Amount
CARL B DAVIS, CHAPTER 13 TRUSTEE						
1	71481	02/14/2025	Check	SHELIA	AP0000001352AAABZX	$668.31
Description:						
LEGACY BANK						
2	71482	02/14/2025	Check	SHELIA	AP0000001352AAABZX	$8,294.61
Description:						
EMPOWER RETIREMENT						
3	71483	02/14/2025	Check	SHELIA	AP0000001352AAABZX	$1,000.00
Description:						
KPERS						
4	71486	02/14/2025	Check	SHELIA	AP0000001352AAABZX	$2,904.34
Description:						
KP&F						
5	71484	02/14/2025	Check	SHELIA	AP0000001352AAABZX	$2,580.39
Description:						
KP&F98 POLICE						
6	71485	02/14/2025	Check	SHELIA	AP0000001352AAABZX	$1,183.11
Description:						
KANSAS STATE WITHHOLDING TAX						
7	71487	02/14/2025	Check	SHELIA	AP0000001352AAABZX	$1,527.59
Description:						

	Bank Totals	Items	Total Voids	Items
Checks	($18,158.35)	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
Net Activity for CKG:	($18,158.35)			

Report Totals

	Bank Totals	Items	Total Voids	Items
Checks	($18,158.35)	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
Net Activity:	($18,158.35)			

AP Enter Bills Edit - Council Report

City of Sedgwick (SEDGKS)
Batch: AAACAC

2/21/2025 9:40:40 AM

Vendor	Description	Check Date	Invoice#	Check#	Check Total
360 DOCUMENT SOLUTIONS	360 LEASE	02/21/2025	589423942	71509	$719.95
CORE & MAIN	WATER METER PARTS	02/21/2025	W370628	71510	$1,461.16
DG RETAIL, LLC	LICENSE	02/21/2025	202519778BLBWCITY7	71511	$25.00
EMS MANAGEMENT & CONSULTANTS	EMS	02/21/2025	EMS-012143	71512	$1,750.00
EVERGY	ELECTRIC SERVICE	02/21/2025	022125EVERGY	71513	$5,444.90
EVERGY	STREET LIGHTS	02/21/2025	02212025STREETLIGHTS	71514	$1,911.18
FAMILY HEALTH AMERICA, LC	HRA ADMIN FEES	02/21/2025	02212025HRA	71515	$100.00
GALLS, LLC	EMS PANT ORDER	02/21/2025	030477063	71516	$186.15
BRYAN HALL	REIMB B HALL	02/21/2025	022125BH	71517	$322.49
KANSAS GAS SERVICE	CARD COTTAGE GAS SVC	02/21/2025	022125KSGAS	71518	$169.49
KANSAS TRUCK EQUIPMENT COMPA	SNOW PLOW PARTS	02/21/2025	132723SEDG18	71519	$627.85
NEWTON MEDICAL CENTER	EMS DRUG SUPPLIES	02/21/2025	35496	71520	$49.30
CAPITAL ONE TRADE CREDIT	PLUMBING LINE TOOL	02/21/2025	547002045257313	71521	$978.85
QUILL	CASH RECEIPT BOOKS	02/21/2025	42744474	71522	$233.80
R. E. PEDROTTI CO., INC.	EQUIPMENT REPAIRS	02/21/2025	17256	71523	$561.67
WORKFORCE ALLIANCE OF SOUTH C	2025 REAP ASSESSMENT	02/21/2025	650	71524	$410.00
SALINA SUPPLY COMPANY	WATER METER SETTER	02/21/2025	S100279643.002	71525	$396.60
USA BLUEBOOK	WWTP CHEMICALS	02/21/2025	INV00612088	71526	$182.30
WHITE STAR	SKID STEER SHOE	02/21/2025	05317383	71527	$327.47

Total Direct Expense: $15,858.16

Total Immediate Payments: $15,858.16

Report Summary

Report Selection Criteria

Report Type: Detailed

	Start	**End**
Transaction Number:	Start	End

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

City of Sedgwick (SEDGKS)

2/21/2025 9:15:28 AM Batch: AAACAC

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
Line	GL Expense Account	Desc/Inv Stock/Alloc/Cost Code	Quantity Bought	Cost Per Unit	Line Extension
1	**360 LEASE / 360 DOCUMENT SOLUTIONS**	**2/21/2025**	**2/21/2025**	**589423942**	**$719.95**
1	01-01-60-6200	COPIERS LEASE	0.5	$719.9300	$359.97
2	01-03-60-6200	COPIERS LEASE	0.1	$719.9500	$72.00
3	01-05-60-6200	COPIERS LEASE	0.1	$719.9500	$72.00
4	10-00-60-6200	COPIERS LEASE	0.2	$719.9500	$107.99
5	13-00-60-6200	COPIERS LEASE	0.2	$719.9500	$107.99
2	**CORE & MAIN / CORE & MAIN**	**2/21/2025**	**2/21/2025**	**W370628**	**$1,461.16**
1	10-00-70-7130	SADDLES	2.0	$84.6200	$169.24
2	10-00-70-7130	SETTERS, WIRE, TAPE	1.0	$1,291.9200	$1,291.92
3	**DOLLAR GENERAL / DG RETAIL, LLC**	**2/21/2025**	**2/21/2025**	**202519778BLBWCITY7**	**$25.00**
1	01-00-00-4298	LIQUOR LICENSE REIMB	1.0	$25.0000	$25.00
4	**EMS MC / EMS MANAGEMENT & CONSULTANTS, INC**	**2/21/2025**	**2/21/2025**	**EMS-012143**	**$1,750.00**
1	41-02-00-8210	IMPLEMENTATION FEE	1.0	$1,500.0000	$1,500.00
2	01-02-60-6290	CODED TRIPS	10.0	$25.0000	$250.00
5	**EVERGY / EVERGY**	**2/21/2025**	**2/21/2025**	**022125EVERGY**	**$5,444.90**
1	01-10-60-6180	0009908927 - 505 N MADISON SCHOOL ZONE	1.0	$27.3500	$27.35
2	01-03-60-6180	659714280 - PD BLDG	1.0	$192.0500	$192.05
3	01-10-60-6180	1062940882 - 804 N MADISON ST POLE	1.0	$36.0000	$36.00
4	01-10-60-6180	1761794880 - 103 W 5TH ELECT AT POLE	1.0	$26.5500	$26.55
5	01-10-60-6180	2464686086 - 310 N MADISON AVE SCHOOL ZONE	1.0	$27.0400	$27.04
6	01-10-60-6180	3002790064 - 100 WHEATLAND DR STREET POLE	1.0	$29.4900	$29.49
7	01-10-60-6180	3175824328 - 502 N COMM STREET ELECT AT POLE	1.0	$26.5500	$26.55
8	10-00-60-6180	3731495616 - 404 N HARRISON EAST WATER TOWER	1.0	$181.1400	$181.14
9	13-00-60-6180	3738109015 - 1900 N WASH WWTP	1.0	$2,385.4400	$2,385.44
10	01-04-60-6180	3742938337 - 316 N WASH FIRE BLDG	1.0	$96.5000	$96.50
11	01-11-60-6180	3743030616 - 324 N WASH SHOP	1.0	$68.6700	$68.67
12	01-08-60-6180	3748198293 - 204 W 4TH PARK LIGHTS	1.0	$152.1100	$152.11
13	01-06-60-6180	4920122509 - 403 N FRANKLIN POOL	1.0	$296.1100	$296.11
14	01-01-60-6180	5043441260 - 107 W 5TH SR CTR	1.0	$236.6600	$236.66
15	01-01-60-6180	5111455161 - CITY HALL	1.0	$132.7600	$132.76
16	13-00-60-6180	7277816660 - 402 N HARRISON EAST LIFT	1.0	$139.0200	$139.02
17	01-10-60-6180	7610673523 - 100 INDUSTRIAL DR STREET POLE	1.0	$29.3700	$29.37
18	10-00-60-6180	7852345322 - 501 WELLHOUSE RD, WATER	1.0	$26.5500	$26.55
19	01-10-60-6180	8514115281 - 413 W 4TH SCHOOL ZONE	1.0	$28.0000	$28.00

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

City of Sedgwick (SEDGKS)

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
Line	GL Expense Account	Desc/Inv Stock/Alloc/Cost Code	Quantity Bought	Cost Per Unit	Line Extension
20	01-10-60-6180	8574522122 - 302 W 4TH SCHOOL ZONE	1.0	$27.3500	$27.35
21	10-00-60-6180	1282677544 - 205 W 5TH WEST WATER TOWER	1.0	$376.3200	$376.32
22	13-00-60-6180	3728481135 - 402 S COMM SOUTH LIFT	1.0	$108.3700	$108.37
23	13-00-60-6180	3742907574 - 308 N WASH MAIN LIFT	1.0	$313.8100	$313.81
24	10-00-60-6180	3749459455 - 518 W 5TH WEST WELL HOUSE	1.0	$176.4300	$176.43
25	01-11-60-6180	7510510077 - 200 E IND DR MAINT SHOP	1.0	$305.2600	$305.26
8	**EVERGY / EVERGY**	**2/21/2025**	**2/21/2025**	**02212025STREETLIGHTS**	**$1,911.18**
1	01-10-60-6180	STREET LIGHTS	1.0	$1,911.1800	$1,911.18
10	**FAMILY HEALTH / FAMILY HEALTH AMERICA, LC**	**2/21/2025**	**2/21/2025**	**02212025HRA**	**$100.00**
1	03-00-60-6290	HRA ADMIN SERVICES FEE	1.0	$100.0000	$100.00
12	**GALLS / GALLS, LLC**	**2/21/2025**	**2/21/2025**	**030477063**	**$186.15**
1	01-02-70-7250	EMS PANTS	3.0	$62.0500	$186.15
13	**HALL / BRYAN HALL**	**2/21/2025**	**2/21/2025**	**022125BH**	**$322.49**
1	01-03-70-7410	REIMB B HALL-CHAIR	1.0	$322.4900	$322.49
14	**KS GAS / KANSAS GAS SERVICE**	**2/21/2025**	**2/21/2025**	**022125KSGAS**	**$169.49**
1	01-02-60-6180	EMS CARDINAL COTTAGE GAS SERVICE	1.0	$169.4900	$169.49
9	**KS TRUCK / KANSAS TRUCK EQUIPMENT COMPANY, I**	**2/21/2025**	**2/21/2025**	**132723SEDG18**	**$627.85**
1	01-10-70-7110	SNOW PLOW PARTS	1.0	$627.8500	$627.85
15	**NEWTON MEDICAL CENTER / NEWTON MEDICAL CENT**	**2/21/2025**	**2/21/2025**	**35496**	**$49.30**
1	01-02-70-7130	EMS DRUG SUPPLIES	1.0	$49.3000	$49.30
16	**NORTHERN TOOL / CAPITAL ONE TRADE CREDIT**	**2/21/2025**	**2/21/2025**	**547002045257313**	**$978.85**
1	13-00-70-7420	SEWER LINE TOOL	0.5	$978.8400	$489.42
2	10-00-70-7420	WATER LINE TOOL	0.5	$978.8500	$489.43
22	**QUILL / QUILL**	**2/21/2025**	**2/21/2025**	**42744474**	**$233.80**
1	01-01-70-7010	CASH RECEIPT BOOKS	0.3	$233.8000	$70.14
2	01-05-70-7010	CASH RECEIPT BOOKS	0.2	$233.8000	$46.76
3	01-09-70-7010	CASH RECEIPT BOOKS	0.1	$233.8000	$11.69
4	10-00-70-7010	CASH RECEIPT BOOKS	0.2	$233.8000	$46.76
5	12-00-70-7010	CASH RECEIPT BOOKS	0.1	$233.8000	$11.69
6	13-00-70-7010	CASH RECEIPT BOOKS	0.2	$233.8000	$46.76
17	**R E PEDROTTI / R. E. PEDROTTI CO., INC.**	**2/21/2025**	**2/21/2025**	**17256**	**$561.67**
1	10-00-60-6130	WATER TOWER TRANSDUCERS REPAIR	1.0	$407.8700	$407.87
2	40-13-00-8210	WWTP PLC A/I REPAIR	1.0	$153.8000	$153.80

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

City of Sedgwick (SEDGKS)

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
Line	GL Expense Account	Desc/Inv Stock/Alloc/Cost Code	Quantity Bought	Cost Per Unit	Line Extension
18	**REAP / WORKFORCE ALLIANCE OF SOUTH CENTRAL K**	**2/21/2025**	**2/21/2025**	**650**	**$410.00**
1	01-01-60-6700	2025 REAP ASSESSMENT	1.0	$410.0000	$410.00
19	**SALINA SUPPLY / SALINA SUPPLY COMPANY**	**2/21/2025**	**2/21/2025**	**S100279643.002**	**$396.60**
1	10-00-70-7130	WATER METER SETTER	1.0	$218.7400	$218.74
2	10-00-70-7130	WATER METER SUPPLIES-TAPE	1.0	$177.8600	$177.86
20	**USA BLUEBOOK / USA BLUEBOOK**	**2/21/2025**	**2/21/2025**	**INV00612088**	**$182.30**
1	13-00-70-7220	WWTP CHEMICALS	1.0	$182.3000	$182.30
21	**WHITE STAR / WHITE STAR**	**2/21/2025**	**2/21/2025**	**05317383**	**$327.47**
1	01-10-70-7110	SKID STEER SHOE-SNOW REMOVAL PARTS	1.0	$173.7800	$173.78
2	01-10-70-7110	SKID STEER SHOE-SNOW REMOVAL PARTS	1.0	$153.6900	$153.69

Grand Totals

Total Direct Expense: **$15,858.16**

Total Immediate Payments: $15,858.16

Report Summary

Report Selection Criteria

Report Type: Detailed

	Start	End
Transaction Number:	Start	End

AP Enter Bills Edit - Council Report

City of Sedgwick (SEDGKS)
Batch: AAACAD

2/28/2025 10:15:18 AM

Vendor	Description	Check Date	Invoice#	Check#	Check Total
CK POWER	JOHN DEERE	02/28/2025	SVI135290	71537	$388.06
DITCH WITCH	VAC TRAILER	02/28/2025	P87980	71538	$221.83
BRYAN HALL	REIMBURSEMENT	02/28/2025	02282025	71539	$13.06
HALSTEAD TIRE	2021 DURANGO PM REP	02/28/2025	32142	71540	$104.99
HORSLEY WELDING SERVICE	LABOR	02/28/2025	1039	71541	$100.00
KANSAS DEPT OF REVENUE	WATER SALES TAX	02/28/2025	WATER SALES TAX	71542	$140.48
KANSAS GAS SERVICE	GAS SERVICE	02/28/2025	02282025GAS	71543	$1,142.26
SEDGWICK LILLIAN TEAR LIBRARY	APPROPRIATION TAXES	02/28/2025	022825LIBAPP	71544	$27,265.94
PROFESSIONAL ENGINEERING CONS	COMMAVEENG	02/28/2025	533963R	71545	$580.00
ROYAL PUBLISHING	ADD FOR BASKETBALL	02/28/2025	8152590	71546	$150.00
USA BLUEBOOK	BLUEBOOK	02/28/2025	INV00624284	71547	$161.04
SMARTSIGHTS, LLC	WIN	02/28/2025	2521121136	71548	$2,550.00

Total Direct Expense: $32,817.66

Total Immediate Payments: $32,817.66

Report Summary

Report Selection Criteria

Report Type: Detailed

	Start	**End**
Transaction Number:	Start	End

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

City of Sedgwick (SEDGKS)

2/28/2025 10:03:13 AM Batch: AAACAD

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
Line	GL Expense Account	Desc/Inv Stock/Alloc/Cost Code	Quantity Bought	Cost Per Unit	Line Extension
1	**CK / CK POWER**	**2/28/2025**	**2/28/2025**	**SVI135290**	**$388.06**
1	01-10-60-6110	PARKING BREAK	16.0	$3.1000	$49.60
2	01-10-60-6110	LABOR/FEES	1.0	$338.4600	$338.46
2	**DITCH WITCH / DITCH WITCH**	**2/28/2025**	**2/28/2025**	**P87980**	**$221.83**
1	10-00-70-7110	BORING TOOL OIL	0.5	$45.1100	$22.56
2	13-00-70-7110	BORING TOOL OIL	0.5	$45.1300	$22.57
3	10-00-70-7110	VAC TRAILER SPRAY HOSE	1.0	$176.7000	$176.70
3	**HALL / BRYAN HALL**	**2/28/2025**	**2/28/2025**	**02282025**	**$13.06**
1	01-03-70-7120	DE ICER	1.0	$13.0600	$13.06
12	**HALSTEAD TIRE / HALSTEAD TIRE**	**2/28/2025**	**2/28/2025**	**32142**	**$104.99**
1	01-03-60-6120	2021 DURANGO 5690 PM AND TIRE ROTATE	1.0	$104.9900	$104.99
4	**HORSLEY / HORSLEY WELDING SERVICE**	**2/28/2025**	**2/28/2025**	**1039**	**$100.00**
1	01-10-60-6110	REPAIR SNOW PLOW	1.0	$100.0000	$100.00
11	**KS DEPT OF REV - SALES TAX / KANSAS DEPT OF REV**	**2/28/2025**	**2/28/2025**	**WATER SALES TAX**	**$140.48**
1	10-00-60-6156	WATER SALES TAX	1.0	$140.4800	$140.48
5	**KS GAS / KANSAS GAS SERVICE**	**2/28/2025**	**2/28/2025**	**02282025GAS**	**$1,142.26**
1	13-00-60-6180	402 S COMM GAS SERVICE	1.0	$50.7600	$50.76
2	01-01-60-6180	CH GAS SERVICE	1.0	$148.0900	$148.09
3	01-04-60-6180	320 N WASH GAS SERVICE	0.9	$943.4100	$801.90
4	01-11-60-6180	320 N WASH GAS SERVICE	0.2	$943.4100	$141.51
10	**LIBRARY / SEDGWICK LILLIAN TEAR LIBRARY**	**2/28/2025**	**2/28/2025**	**022825LIBAPP**	**$27,265.94**
1	04-00-00-9940	LIBRARY APPROPRIATION TAXES	1.0	$27,265.9400	$27,265.94
6	**PEC / PROFESSIONAL ENGINEERING CONSULTANTS**	**2/28/2025**	**2/28/2025**	**533963R**	**$580.00**
1	40-10-00-8210	GIS ANALYST	2.5	$115.0000	$287.50
2	40-10-00-8210	534204 2/18/25	1.0	$292.5000	$292.50
7	**ROYAL PUBLISHING / ROYAL PUBLISHING**	**2/28/2025**	**2/28/2025**	**8152590**	**$150.00**
1	01-01-60-6290	1/8 PAGE AD FOR SEDGWICK	1.0	$150.0000	$150.00
9	**USA BLUEBOOK / USA BLUEBOOK**	**2/28/2025**	**2/28/2025**	**INV00624284**	**$161.04**
1	13-00-70-7110	DIPPER	1.0	$161.0400	$161.04
8	**WIN-911 / SMARTSIGHTS, LLC**	**2/28/2025**	**2/28/2025**	**2521121136**	**$2,550.00**
1	13-00-60-6200	SUBSCRIPTION RENEW	1.0	$2,350.0000	$2,350.00
2	13-00-60-6200	RENEWAL	1.0	$200.0000	$200.00

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

City of Sedgwick (SEDGKS)

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
Line	GL Expense Account	Desc/Inv Stock/Alloc/Cost Code	Quantity Bought	Cost Per Unit	Line Extension

Grand Totals

Total Direct Expense:	**$32,817.66**
Total Immediate Payments:	$32,817.66

Report Summary

Report Selection Criteria

Report Type:	Detailed	
	Start	**End**
Transaction Number:	Start	End

AP Bank Reconciliation Posting Audit Report

City of Sedgwick (SEDGKS)

02/27/2025 02:31:49 PM Batch: AAACAE User ID: SHELIA

Bank Code: CKG LEGACY BANK

Vendor Tran#	Document #	Date	Type	User ID	Posting Reference	Total Amount
AETNA						
1	71528	02/28/2025	Check	SHELIA	AP0000001359AAACAE	$130.18
Description:						
BCBS OF KANSAS						
2	71529	02/28/2025	Check	SHELIA	AP0000001359AAACAE	$9,646.97
Description:						
CARL B DAVIS, CHAPTER 13 TRUSTEE						
3	71530	02/28/2025	Check	SHELIA	AP0000001359AAACAE	$668.31
Description:						
LEGACY BANK						
4	71531	02/28/2025	Check	SHELIA	AP0000001359AAACAE	$8,902.43
Description:						
KP&F98 POLICE						
5	71534	02/28/2025	Check	SHELIA	AP0000001359AAACAE	$1,311.94
Description:						
KP&F						
6	71533	02/28/2025	Check	SHELIA	AP0000001359AAACAE	$2,663.47
Description:						
KPERS						
7	71535	02/28/2025	Check	SHELIA	AP0000001359AAACAE	$3,066.09
Description:						
EMPOWER RETIREMENT						
8	71532	02/28/2025	Check	SHELIA	AP0000001359AAACAE	$1,000.00
Description:						
KANSAS STATE WITHHOLDING TAX						
9	71536	02/28/2025	Check	SHELIA	AP0000001359AAACAE	$1,574.50
Description:						

	Bank Totals	Items	Total Voids	Items
Checks	($28,963.89)	9	$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
Net Activity for CKG:	($28,963.89)			

AP Bank Reconciliation Posting Audit Report

City of Sedgwick (SEDGKS)

02/27/2025 02:31:49 PM | Batch: AAACAE | User ID: SHELIA | Page 2

Report Totals

	Bank Totals	Items	Total Voids	Items
Checks	($28,963.89)	9	$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
Net Activity:	($28,963.89)			

City of Sedgwick
City Council Meeting
March 5, 2025

TO: **Mayor and City Council**

SUBJECT: **Kansas Department of Commerce CDBG Contract**

INITIATED BY: **Administration**

AGENDA: **New Business**

Recommendation: Approve the contract with the Kansas Department of Commerce as presented

Background: The City submitted an application to the 2024 Kansas Department of Commerce Community Development Block Grant to build a new Fire-EMS station which was awarded on January 15, 2025. The proposed agreement between the State of Kansas Department of Commerce and the City of Sedgwick identifies responsibilities of the City during the performance period of the grant which commences on March 14, 2025, and completes on March 13, 2027.

Financial Considerations: The grant awarding was in the amount of $650,000 with the remaining $1,780,740 being the responsibility of the City. These monies will be provided to cover project costs via a bond which will be issued later this year.

Recommendations/Actions: It is recommended that the governing body approve the contract with the State of Kansas Department of Commerce as presented.

Attachments: Contract

STATE OF KANSAS
GRANT AGREEMENT NO. **24-PF-020**
between the

STATE OF KANSAS
DEPARTMENT OF COMMERCE

and the

City of Sedgwick

I. Grant Agreement

A. This Grant Agreement, hereinafter called "Agreement," is between the State of Kansas, Department of Commerce, and its representative, hereinafter called "Department" and the **City of Sedgwick,** Kansas, hereinafter called the "Grantee." This Agreement consists of the body and the following: CONDITION LETTER (attached hereto as Attachment A), SPECIAL CONDITIONS (attached hereto as Attachment B), and the Grantee's APPROVED PROJECT APPLICATION dated **JANUARY 15, 2025,** (attached and incorporated by reference as Attachment C, a copy of which shall be maintained and available in the Department's files) and the GRANTEE HANDBOOK (which is located at https://www.kansascommerce.gov/wp-content/uploads/2024/11/2024-GRANTEE-HANDBOOK-10-29-2024-update.pdf and incorporated by reference as Attachment D).

II. Authority

A. This Agreement is financed in part through a grant provided to the Department by the United States Department of Housing and Urban Development (HUD) under Title I of the Federal Housing and Community Development Act of 1974, as amended (42 USC 5301 et. seq.), hereinafter called "the Federal Act." As provided in the Federal Act, the State of Kansas, through the Department, has elected to administer the federal program of Small Cities Community Development Block Grants.

B. The Department, in accordance with the provisions of K.S.A. 74-5001 et. seq., has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee's Community Development Program.

C. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.

D. Federal Program – Community Development Block Grant Cluster (CDBG) (CFDA No. 14.228).

III. Description of Activities

Grantee agrees to perform, or cause to be performed, the work specified in the APPROVED PROJECT APPLICATION.

IV. Period of Performance

The period of performance for all activities assisted by this Agreement shall commence on **MARCH 14, 2025**, hereinafter called the "Commencement Date," and shall be complete on **MARCH 13, 2027**, hereinafter called the "Completion Date," except those activities required for close-out and final audit.

V. Compensation

A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Department shall provide the Grantee the total sum of **$650,000** in Community Development Block Grant funds. Such funds shall be used by the Grantee in accordance with the Activities listed and budgeted on the APPROVED PROJECT APPLICATION and the CONTRACT PROJECT BUDGET FORM.

B. In addition, the Grantee shall provide **$1,780,740** in other sources of funds to this Community Development Program and such funds shall be used by the Grantee in accordance with the Activities and budget on the APPROVED PROJECT APPLICATION.

C. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of **$650,000**. Any additional funds required to complete the program activities set forth in this Agreement will be the sole responsibility of the Grantee, and not the responsibility of the Department.

D. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Department may terminate or amend this Agreement and will not be obligated to pay the Grantee from State revenues.

E. It is hereby agreed that funds committed to be provided by the Department are conditioned upon the availability and use of funds to be provided by the Grantee from other sources. In the event any portion of the funds required to be provided by the Grantee pursuant to subsection (B) of this section are not made available or used for activities as listed and budgeted, the Department may, in its discretion, withdraw or reduce proportionately the funds to be provided to the Grantee.

F. The Grantee shall not anticipate future funding from the Department beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Department to expend funds beyond the termination of this Agreement.

VI. Indemnification

The Grantee shall indemnify, defend, and hold harmless the State of Kansas and its officers and employees from any liabilities, claims, suits, judgments, and damages arising because of the performance of the obligations under this Agreement by the Grantee or any subgrantee, contractor, subcontractor, or person. The liability of the Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement.

VII. Obligations of Grantee

A. All the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractors) under the direct supervision of the Grantee and in accordance with the terms of written contracts. Any such contracts may be made subject to approval by the Department.

B. Except as may otherwise be provided in the SPECIAL CONDITIONS, the Grantee may subgrant, contract, or subcontract any of the work or services covered by this Agreement.

C. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any of the program being assisted under this grant.

D. The Grantee shall require any third party to comply with all lawful requirements necessary to ensure that the program is carried out in accordance with this Agreement.

E. The Grantee shall comply with all timelines for completion of Grantee's Environmental Review and contracting responsibilities as established by the Department in the CONDITION LETTER.

VIII. Environmental Review Compliance

A. This Agreement is subject to the requirements of the National Environmental Policy Act of 1969 (P.L. 01-190, as amended), and the environmental review procedures as set forth in 24 CFR Part 58. The Grantee shall:

1. Determine the need for an environmental review;
2. Conduct a formal environmental review of the project's environmental impact, if necessary, either through an Environmental Assessment or Categorically Excluded Statutory Checklist review;
3. Maintain a written documentation of the environmental review determination made for the project;
4. Comply with procedures, standards, and guidelines contained in federal statutes and regulations; and
5. Follow required procedures in submitting a Request for Release of Funds (RROF) to the Department and in seeking certification.

B. The obligation and utilization of the funding assistance is subject to the requirements for a release of funds by the Department under the Environmental Review procedures at 24 CFR Part 58 for any activities requiring such release.

C. The Grantee agrees to assume all the responsibilities for Environmental Review, decision making and action, as specified and required in Section 104(g) of the Federal Act. The Grantee shall not delegate the Environmental Review responsibilities.

IX. Program Costs

A. The Grantee may only incur such costs as are reasonable and necessary to the Grantee's Program and as are allowable under the Department's procedures as described in the Grantee Handbook (the "Department's Procedures") and as required under 2 CFR Part 200. Cost items not specifically authorized may only be incurred after written approval by the Department.

B. Cash and in-kind contributions made by the Grantee shall follow the criteria established by the Department's Procedures.

C. The total "Small Cities CDBG Funds" expended for "Administration" shown in the Contract Project Budget Form shall not exceed the approved amount unless amended by all parties to this Agreement.

D. The Grantee shall not incur costs on any program activity until the Environmental Review required under 24 CFR 58 has been completed and the Department has issued the "Notice of Release of Funds."

E. Any program activities performed by the Grantee in the period between notification of award and the Commencement Date shall be performed at the sole risk of the Grantee. In the event this Agreement should not become effective, the Department shall be under no obligation to pay the Grantee for any costs incurred or monies spent in connection with program activities, or to otherwise pay for any activities performed during such period. However, upon execution of this Agreement, all Program Costs incurred in connection with approved activities performed during the period of performance shall be reimbursed in accordance with the terms and conditions of this Agreement.

F. Grant funds may not, without advance written approval by the Department, be obligated after the Completion Date except for those activities required for close-out. Obligations incurred prior to and still outstanding as of the Completion Date shall be liquidated within ninety (90) days.

G. At any time during the period of performance under this Agreement, and upon receipt of the progress and financial reports, Final Program Report or Final Audit Report, the Department may review all Program Costs incurred by the Grantee and all payments made to date. Upon such review the Department shall disallow any items of expense which are not determined to be allowable or are determined to be more than approved budget; and shall, by written notice specifying the disallowed expenditures, inform the Grantee of any such disallowance.

H. If the Department disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, the Department may deduct the amount of disallowed costs from any future payments under this Agreement or require that the Grantee refund the amount of the disallowed costs.

X. Requisition of Grant Funds

A. Requisitions for cash advances shall be made on the established forms and shall not ordinarily be made more frequently than once a week or in amounts less than $3,000 and in no more than $200,000. Requisitions greater than $200,000 must be pre-approved by the Department.

B. The Grantee shall establish procedures to ensure that Treasury funds received through requisition process shall be expended within three (3) business days of receipt of the funds in the Grantee depository account.

C. Cash advances made by the Grantee to subgrantees shall conform substantially to the same standards of timing and amount as apply to the Grantee under this Agreement.

D. Amounts withheld from contractor to assure satisfactory completion of work shall not be paid until the Grantee has received a final payment request from the contractor and has certified the work is complete and satisfactory.

E. The Department may terminate advance financing and require the Grantee to finance its operations with its own working capital should it be determined that the Grantee is unwilling or unable to establish procedures to minimize the time lapsing between cash advances and disbursement. Payments to the Grantee would then be made only as reimbursement for actual cash disbursements.

XI. Depositories for Program Funds

A. The Grantee shall maintain a separate record for money received under the Community Development Program. The only funds that shall be included in this record are:

1. Moneys received from the Department.
2. Program income earned through program activities.

B. Any interest earned on CDBG grant funds shall be remitted to the Department for subsequent return to the United States Treasury.

XII. Financial Management

A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used in the Community Development Program.

B. Grantees shall either adopt the system recommended by the Department or certify to the Department, in writing, prior to making the first requisition of funds that the alternative system proposed for use shall meet the following standards:

1. Maintenance of separate accounting records and source documentation for the Community Development Program;
2. Provision for accurate, current and complete disclosure of the financial status of the Program;
3. Establishment of records of budgets and expenditures for each approved project;
4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
5. Provision of financial status reports in the form specified by the Department;
6. Compliance with the Department's audit requirements (2 CFR Part 200); and
7. Consistency with generally accepted accounting principles unless a waiver of GAAP has been received by the Grantee from the Department.

XIII. Monitoring and Reporting

A. The Grantee shall monitor the activities of the Community Development Program, including those of contractors and subcontractors, to assure that all program requirements are being met.

B. The Grantee shall submit Quarterly Progress Reports to the Department. The reporting periods consist of January/February/March, April/May/June, July/August/September and October/November/December. Quarterly Progress Reports are to be submitted to the Department on or before ten (10) days after the end of each quarter. A Quarterly Progress Report shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. Any extension of time approved by the Department will require additional Quarterly Progress and Financial Reports to be submitted in accordance with the above-referenced schedule. These reports shall be in a format prescribed by the Department.

C. The Grantee shall submit a Final Progress Report with the close-out no later than ninety (90) days following the Completion Date.

D. From time to time, as requested in writing by the Department, the Grantee shall submit such data and other information as the Department may require.

E. Failure to report as required or respond to requests for data or information in a timely manner may be grounds for suspension or termination of the Grant.

XIV. Procurement Procedures

A. The Grantee shall use established local procurement procedures which reflect applicable federal, State, and local laws and regulations and the Department's Procedures for the establishment of procurement systems.

B. In accordance with the procurement requirements of the Department's Procedures, the Grantee will give opportunity for free, open, and competitive bidding for each contract to be let by the Grantee that is (a) for more than $25,000 and (b) for installation, construction, reconstruction, demolition, removal or site improvement work, or other similar work as part of the Program unless the local procurement policy is stricter. Procurement of goods and services procured with only local funds shall be governed by local procurement policies and as further described in the Department's Procedures.

C. In accordance with the procurement requirements of the Department's Procedures, the Grantee shall follow the "competitive negotiations" requirements for the procurement of consultants and other professional services. The Grantee shall follow Small Purchases requirements for the procurement of supplies or services with costs under $25,000, including soliciting three quotes from potential vendors.

D. The Grantee and its subrecipients, if any, must take affirmative steps to ensure that small and minority firms and women-owned enterprises are solicited and used when possible.

E. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered in support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

XV. Bonding Requirements

A. When administering federal grants and subgrants, a Grantee may follow its own requirements and practices with respect to: (1) bonding of employees and contractors, and (2) insurance. In accordance with the Department's Procedures, the Department has established bonding and insurance requirements for construction or rehabilitation and the bids and contracts that exceed $25,000. For all contracts less than $25,000, the Grantee will follow local policies and procedures relating to bonding and insurance, however, the Department recommends some type of security be secured for these contracts. The following types of bonds are required for contracts $25,000 and above per Department's Procedures:

- A bid guarantee from each bidder equivalent to five (5) percent of the bid price, secured by a bid bond or certified check;
- A 100 percent "performance bond" on the part of the contractor to secure fulfillment of all the contractor's obligations under the contract; and
- A 100 percent "payment bond" on the part of the contractor to assure payment, as required by law, of all persons supplying labor and materials as part of work provided under the contract.

B. The Department reserves the right to promulgate, modify and enforce bonding procedures and requirements applicable to any project.

C. All bonds shall be procured from a surety company registered and licensed to do business in the State of Kansas and countersigned by its Kansas resident agent.

XVI. Program Income

A. For the purposes of this Agreement, "Program Income" is defined in 24 CFR 580.489(e). Program Income means gross income earned by the Grantee from activities supported by grants made by the Department under the provisions of the Federal Act, or as otherwise defined by the Department. Such income may include proceeds from the sale of real property, interest earned on revolving loan funds, or loan payments. Program Income does not include interest earned on cash advances from the Department.

B. It is the policy of the Department that funds received by the Grantee considered to be Program Income shall be immediately reported and returned to the Department. The Grantee may only retain Program Income with the direct approval of the Department.

XVII. Program Close-out Procedures

A. Program close-out is the process by which the Department determines that all applicable administrative and financial actions and all required work of the program including audit and resolution of audit findings have been completed or that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from Department monitoring visits must be cleared prior to close-out.

B. The Completion Date is the date specified in Section IV., Period of Performance, of this Agreement or amendment thereto, on which assistance ends for all program activities except those required to complete the close-out or the date on which the grant is suspended or terminated.

C. The Grantee shall submit to the Department close-out documents covering the entire program within ninety (90) days of completion date. Additionally, one copy must be placed where other program documents are available for public review, and at least one copy must remain in the Grantee's files. The Department may grant extensions to the time for submission of these documents when so requested by the Grantee in writing.

D. The Department retains the right to recover any amount of unobligated grant funds.

E. The Grantee shall account for any property acquired with grant funds or received from the federal or state government in accordance with the Department's property management procedures.

XVIII. Termination for Convenience

A. The Department or Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds.

B. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

C. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Grantee shall be allowed full credit for noncancelable obligations, property incurred prior to termination.

XIX. Suspension or Termination-for-Cause

A. The Department may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Grantee withhold further payments or prohibit the Grantee from incurring additional obligations of grant funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Department to terminate the grant. The Department shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.

B. The Department, after reasonable notice may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The Department shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date and may initiate procedures to recapture all funds advanced to Grantee.

C. Payments made to the Grantee or recoveries by the Department under grants which have been suspended or terminated for cause shall be in accord with the legal rights and liabilities of the parties.

XX. Audit Requirements

A. The Grantee shall arrange for the performance of annual financial/compliance audits of the grant project. All audits must be performed by an independent qualified auditor. The audit period is identical to the Grantee's regular fiscal year. The audit(s) will be conducted in accordance with the requirements set forth in the audit section of the Department's Procedures, which have adopted certain aspects of 2 CFR Part 200.

1. If the local government expends $1,000,000 or more of Federal grant assistance from all programs, it must have an annual audit performed in accordance with the Audit Requirements in Subpart F of the 2 CFR Part 200. An audit is a financial and compliance audit that covers the entire operations of the local government, rather than being limited to the CDBG project or other Federal grants.

2. If the local government expends less than $1,000,000 in a fiscal year, it will be the option of the Department to determine if a project specific audit will be required. If such audit is required, it will be procured and paid for by the Department.

3. Grantee's will be required to submit the "audit information form" to the Department each fiscal year. This form must be submitted to the Department by or before May 15th of each fiscal year.

B. Grantees are required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within 30 days after the completion of the audit, but no later than the nine months after the end of the audit period unless agreed to by the Department.

C. If any expenditures are disallowed because of the Final Audit Report, the obligation for reimbursement to the Kansas Small Cities Community Development Block Grant Program shall rest with the Grantee.

XXI. Retention of and Access to Records

A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with the Department's Procedures.

B. Authorized representatives of the Department, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these grants and the receipt of assistance under the Small Cities CDBG program as may be necessary to make audits, examinations, excerpts, and transcripts for a period of three years after the entire State CDBG grant year you were awarded from has been closed out by HUD.

C. Any contract or agreement entered by the Grantee shall contain language comparable to subsection (B) to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.

D. The Grantee shall make all project files and records available to the public following the Kansas Open Records Act (K.S.A. 42-215, et. seq.) requirements. The Grantee shall be responsible for ensuring public records which are exempt from disclosure are protected.

XXII. Conflict of Interest

A. The Department has adopted a conflict-of-interest policy that incorporates the provisions of 24 CFR 570.611 and 2 CFR 200.112. The Kansas Conflict of Interest policy can be found in the Grantee Handbook.

B. This policy is applicable in the procurement of supplies, equipment, construction, and services by Grantees and subrecipients. The policy also covers the acquisition and disposition of real property and the provisions of assistance by the Grantee or subrecipients to individuals, businesses, and other private entities in the form of grants, loans, or other assistance through eligible activities of the program which authorize assistance.

C. This policy shall apply to any person who is an employee, elected or appointed official, agent, consultant, officer, or any immediate family member or business partner of the above, of the Grantee, or of any designated public agencies, or subrecipients which are receiving CDBG grant funds.

D. No member of the Governing Body, officer or employee of the Grantee, or its designees or agents, or any other person who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one year afterward.

E. The Grantee shall incorporate, or cause to be incorporated, in all third-party agreements, a provision prohibiting such conflict of interest pursuant to this Section.

F. The Grantee shall not employ, nor shall permit any third party to employ, any employee of the Department.

XXIII. Equal Opportunity

In addition to all equal opportunity provisions and the Assurances incorporated by reference herein, the Grantee agrees to comply with all the requirements of the Kansas Acts Against Discrimination relating to fair employment practices, to the extent applicable and shall cause the foregoing provisions to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties.

Grantee will conduct and administer the grant in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq., as amended).

XXIV. Fair Housing

Grantee will conform with the Fair Housing Act (42 USC 3601-20) and will affirmatively further fair housing (AFFH). The requirement to affirmatively further fair housing dictates some form of action to be taken by the Grantee, not just passive compliance with existing laws and ordinances. This requirement is applicable to all CDBG funded activities, no matter the activity, and for each year the Grantee has an open CDBG grant.

Fair housing choice is the ability of persons of similar income levels to have available to them a like range of housing choices regardless of race, color, national origin, religion, sex, familial status, or disability. Grantee must make a commitment to affirmatively further fair housing in the community as a recipient of CDBG funds.

The Grantee must:

1. Identify a local contact to be fair housing representative and contact for complaints
2. Propose AFFH activities that inform the public and for each year of open CDBG grant

XXV. Waiver of Enforcement

A waiver by the Department of the right to enforce any provision of this Agreement shall not be deemed a waiver of the right to enforce each and all the provisions herein.

XXVI. Reversion of Assets

A. Consistent with the provisions at 24 CFR 570.703, the Grantee shall transfer any CDBG funds on hand at the time of expiration of the Agreement and any accounts receivable attributable to the use of CDBG funds to the Department.

B. The Grantee shall use CDBG purchased equipment for the approved project for which it was acquired and for as long as needed, whether or not the project or program continues to be supported by CDBG. The Grantee must maintain property records that include a description of the property, a serial number or like, source of funding, title holder, acquisition date, cost of property, percentage of CDBG contribution to the original purchase, the location, the use and condition of property, and disposition data. The Grantee is required to conduct a physical inventory of the property owned and controlled by the Grantee at least annually. When equipment acquired with CDBG funds is no longer needed for the original project or program, the Grantee shall follow disposition requirements found in 2 CFR 200. Equipment with a fair market value of $10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further responsibility to the Department or HUD.

C. The title to supplies purchased with CDBG funds will vest upon acquisition in the Grantee. When there is a residual inventory of unused supplies valued at $10,000 or less, in the aggregate, at the end of the period of performance, the Grantee may retain the unused supplies with no further responsibility to the Department or HUD.

XXVII. Change of Use of Real Property

A. For real property purchased with CDBG funds, the Grantee may not change the use or planned use of any property (including the beneficiaries of such use) from that for which the acquisition or improvement was made, unless the Grantee provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either:

1. The new use of the property qualifies as meeting one of the national objectives and is not a building for the general conduct of government; or

2. The requirements in paragraph (B) of this section are met.

B. If the Grantee determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (A) of this section, it may retain or dispose of the property for the changed use if the State's CDBG program is reimbursed, at the discretion of the Department. The reimbursement shall be in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property. However, if the change in use occurs five (5) years or more after the project closeout, the Grantee shall be allowed to use, or dispose of, the property with no further obligation to the Department or HUD.

C. Following the reimbursement of the CDBG program in accordance with paragraph (B) of this section, the property will no longer be subject to any CDBG requirements.

XXVIII. Labor Provisions

A. Except for housing rehabilitation projects on buildings designed to contain fewer than eight (8) units, each construction contract let by the Grantee pursuant to this Program shall comply with the governing federal labor standards and regulations set forth in 29 CFR Parts 1, 3, 5, 6, and 7. As such, the Grantee shall comply with all state and federal requirements pursuant to:

1. Prevailing wage rates;

2. Submittal of payrolls and related reports;

3. Disputes concerning wage rates and classification of labor;

4. Contract work hours and safety standards act overtime compensation;

5. Termination; debarment; subcontractors; and

6. Evidence of completion.

B. This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, and the HUD regulations issued at 24 CFR Part 75.

C. Grantees must ensure all construction contracts more than $2,000 comply with all applicable federal labor provisions, including:

3. Section 110, Title I, Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301);

4. Davis-Bacon Act (40 U.S.C. 276a – 276a-5);

5. Copeland "Anti-Kickback" Act (47 U.S.C. 276c);

6. Contract Work Hours and Safety Standards Act – CWHSSA (40 U.S.C. 327-333);

7. Fair Labor Standards Act – FLSA (20 U.S.C. 201 et seq);

8. Title 29 Code of Federal Register (CFR), Parts 1, 2, 5, 6, and 7;

9. Federal Labor Standards Compliance in Housing and Community Development Programs Administration and Enforcement Handbook (HUD Handbook No. 1344.1).

D. All contractors are responsible for paying all employees working on a federally funded project the appropriate Davis-Bacon wage rate on a weekly basis. Other payment schedules such as bi-weekly, bi-monthly, monthly and the like are not acceptable. Contractors must submit payroll records weekly for each week in which any contract work is performed within seven (7) calendar days of the payment date. The Prime Contractor is responsible for submission of payrolls by all subcontractors.

E. Grantees must develop a compliance and enforcement procedure that ensures all applicable labor standards requirements are met. The Grantee must designate a labor standards compliance officer to review and oversee the labor standards requirements.

XXIV. Budget Amendments and Other Changes

A. During the implementation of the grant project, the Grantee may revise the CDBG budget line items in the CONTRACT PROJECT BUDGET FORM; provided that:

1. The cumulative effect of the revision is to not make line-item budget transfers which exceed ten percent of the total grant or $10,000 cumulative of CDBG monies, whichever is less;
2. The change does not increase any professional services of the CDBG approved budget;
3. The change will not significantly change the scope, location, or objectives of the approved activities; and
4. The change does not add or eliminate any activity.

B. Any such changes to this Agreement shall constitute an amendment, including time extension of the completion date.

C. The Grantee shall notify the Department if, using other funds, there is an intention to expand, enhance or add to the scope of the program covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas or activities of this program. The Department reserves the right to require an amendment to this Agreement if such is deemed necessary.

D. Amendments to the terms and conditions of this Agreement shall not become effective unless reduced to writing, applicable standard forms submitted, passed by Resolution of the governing body, and signed by the duly authorized representative of the Grantee, and signed by the Department.

E. **I hereby certify that I have knowledge of all activities in the above-referenced grant. I also certify that I am aware CDBG regulations prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the general conduct of governmental business. By accepting the above-referenced grant award, I certify that no portion of the above grant award violates this regulation.**

Copies or originals of all CDBG recipient files and documentation must be maintained at the recipient's principal place of business.

We, the undersigned, have read and understood the above document and hereby agree to the terms and conditions contained herein.

DATED BY THE DEPARTMENT OF COMMERCE THIS _____ DAY OF _____, 20_____.

STATE OF KANSAS
DEPARTMENT OF COMMERCE

By: _____
CDBG Program
Kansas Department of Commerce

By: _____
Notary Public, State of Kansas

City of Sedgwick Kansas
(Grantee)

By: _____
(Name) (Title)

(SEAL)

ATTEST: _____
(For the Grantee)

SPECIAL CONDITIONS

In addition to the general terms and conditions of this Agreement, the Grantee and the Department hereby agree to the following Special Conditions:

1. As provided in Section IX., Program Costs, F., the Notification of Award for the grant under this Agreement is dated **JANUARY 15, 2025.**

2. The Grantee shall be permitted to satisfy the program audit requirements of Section XX., Audit Requirements, by conducting a single municipal government-wide financial audit at the time of an annual audit provided for by Kansas law. Said audit will be completed on or before September 30 of each year the grant is open and one year after the grant is closed. Grantees receiving federal assistance in any fiscal year must have an audit made in accordance with 2 CFR Part 200 for such fiscal year unless exempted under 2 CFR Part 200. Those Grantees having expended $750,000 or more of total federal funds from all sources must have an annual audit.

3. Will require each unit of local government to be distributed Title I funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act) and prohibiting the barring of entrance or exit to any facility or location which is the subject of such demonstration (Cranston-Gonzales National Affordable Housing Act).

4. In addition to the above certifications, the undersigned also makes the certification required which is attached regarding Lobbying.

5. The Grantee shall adhere to the Build America Buy America Act ("BABA"), as codified in 41 U.S.C. § 8301, and 2 C.F.R. Part 184 and in conformance with the Department's Procedures. Grantee understands that none of the funds provided under this award may be used for an infrastructure project unless:

   (1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and

   (2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and

   (3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

   Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

   Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

   Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

   Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

(a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered "produced in the United States." Except as specifically provided, only a single standard should be applied to a single construction material.

(1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

(2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

Date Official

Grantees are required to keep records until three years after the entire CDBG grant year from HUD has been closed out.

GRANTEE NAME: Sedgwick **GRANT NUMBER: 24PF020**

ACTIVITY	CDBG FUNDS	OTHER FUNDS	SOURCE OF OTHER FUNDS	TOTAL COST
1. Public Facilities/Construction				
a. Water/Lines/Treatment				$ -
b. Sewer/Lines/Treatment				$ -
c. Street Improvements				$ -
d. Drainage/Flood				$ -
e. Center/Facility				$ -
f. Fire Station/EMS Center	$ 650,000	$ 1,379,934	Local	$ 2,029,934
g. Acquisition, including easements				$ -
h. Engineering Design				$ -
i. Construction Inspection		$ 102,004	Local	$ 102,004
j. Architectural Services		$ 136,006	Local	$ 136,006
k. Other Professional Services		$ 16,000	Local	$ 16,000
Public Facility Activities Total	$ 650,000	$ 1,633,944		$ 2,283,944
2. Housing Activities				
a. Housing Rehabilitation				$ -
b. Lead-Based Paint Activities				$ -
c. Demolition				$ -
d. Acquisition				$ -
e. Relocation				$ -
f. New Construction				$ -
g. Housing Inspection				$ -
Housing Activities Total	$ -	$ -		$ -
3. Administration				$ -
a. Administrative Activities		$ 25,000	Local	$ 25,000
b. Legal		$ 121,796	Local	$ 121,796
c. Audit				$ -
Administration Total	$ -	$ 146,796		$ 146,796
ALL ACTIVITIES TOTAL	$ 650,000	$ 1,780,740		$ 2,430,740

Rev. 2/2016

CERTIFICATION OF COMPANY
NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL

In accordance with HB 2482, 2018 Legislative Session, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than $100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in HB 2482, 2018 Legislature.

_____ _____
Signature, Title of Contractor Date

_____
Printed

_____
Name of Company

CERTIFICATION OF COMPANY NOT CURRENTLY ENGAGED IN THE PROCUREMENT OR OBTAINMENT OF CERTAIN EQUIPMENT, SERVICES, OR SYSTEMS

WHEREAS, pursuant to Public Law 115-232, Section 889 of the John S. McCain National Defense Authorization Act of 2019, "covered telecommunications equipment or services" is defined as:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
(2) Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company (or any subsidiary or affiliate of such entities).
(3) Telecommunications or video surveillance services provided by such entities or using such equipment.
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

WHEREAS, a "covered foreign country" means any of the following: (1) The People's Republic of China, (2) The Russian Federation, or (3) any country that is a state sponsor of terrorism[1].

WHEREAS, foreign adversaries are increasingly creating and exploiting vulnerabilities in covered telecommunications equipment which store and communicate vast amounts of sensitive information and support infrastructure and emergency services, in order to commit malicious cyber-enabled actions;

WHEREAS, the unrestricted acquisition or use in the State of Kansas of covered telecommunications equipment designed, developed, manufactured, or supplied by persons owned by, controlled by, or subject to the jurisdiction or direction of foreign adversaries augments the ability of foreign adversaries to create and exploit vulnerabilities in technological equipment, services, or systems; and

WHEREAS, the State of Kansas has an interest in protecting itself against threats related to foreign adversary's exploitation of vulnerabilities in covered telecommunications equipment.

THEREFORE, Contractor certifies that it shall not provide or procure to the State of Kansas or any agency thereof any covered telecommunications equipment either in whole or in part of any product or during the commission of any service.

FURTHERMORE, and notwithstanding any other contracts or agreements with Contractor, if Contractor has violated, misrepresented, or otherwise fails to comply with this certification document as determined by the State, the State may terminate any contract without penalty with Contractor immediately.

[1] Designations of a "state sponsor of terrorism" may be found at the U.S. Department of State website. https://www.state.gov/state-sponsors-of-terrorism/#:~:text=Currently%20there%20are%20four%20countries,)%2C%20Iran%2C%20and%20Syria.&text=For%20more%20details%20about%20State,in%20Country%20Reports%20on%20Terrorism.

By signing the below, Contractor acknowledges and agrees to comply with the provisions of this policy.

CONTRACTOR

Signature, Title

Date

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.

2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.

3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.

4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.

5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.

6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.

7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.

8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.

9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

_____ _____

Signature and Date Printed Name

City of Sedgwick
City Council Meeting
March 5, 2025

TO: **Mayor and City Council**

SUBJECT: **Consultant Agreement – BG Consultants, Inc.**

INITIATED BY: **Administration**

AGENDA: **New Business**

Recommendation: Approve the contract with BG Consultants as presented

Background: BG Consultants was contracted during the CDBG application process to develop the preliminary architectural report. The Kansas Department of Commerce has awarded the city $650,000 in grant funding to be utilized towards the Sedgwick Fire-Ems Station project. Due to their familiarity with the project, BG Consultants is the recommended firm to move forward with architectural design and engineering services.

A full listing of services that are to be rendered by the consultant is listed in Exhibit 1 of the proposed contract. Design services are anticipated to occur over a 28-week period timeline.

Financial Considerations: Exhibit 2 of the proposed contract provides a breakdown of costs that are associated with this agreement. The anticipated total will be $246,010.00 to be billed monthly and appropriated to correspond with percent of work completed.

Recommendations/Actions: It is recommended that the governing body approve the contract with BG Consultants for a not-to-exceed amount of $246,010.00.

Attachments: Draft Contract

AGREEMENT

CONSULTANT-CLIENT

THIS AGREEMENT made and entered into by and between BG CONSULTANTS, INC., party of the first part, (hereinafter called the CONSULTANT), and SEDGWICK FIRE-EMS, party of the second part, (hereinafter called the CLIENT).

WITNESSETH:

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Services for the following improvement:

Sedgwick Fire-EMS Facility
Design and Construction Administration
Sedgwick, Kansas

WHEREAS, the CONSULTANT is licensed in accordance with the laws of the State of Kansas and is qualified to perform the Professional Services desired by the CLIENT now therefore:

IT IS AGREED by and between the two parties aforesaid as follows:

SECTION 1 – DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

1.1 "Additional Services" means any Services requested by the CLIENT which are not covered by Exhibit 1 of this Agreement.

1.2 "Agreement" means this contract and includes change orders issued in writing.

1.3 "CLIENT" or "Client" means the agency, business or person identified on page 1 as "CLIENT" and is responsible for ordering and payment for work on this project.

1.4 "CONSULTANT" or "Consultant" means the company identified on page 1. CONSULTANT shall employ for the Services rendered, engineers, architects and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.

1.5 "Contract Documents" means those documents so identified in the Agreement for this Project, including Engineering, Architectural and/or Survey documents under this Agreement. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.

1.6 "Engineering Documents" or "Architectural Documents" or "Survey Documents" means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.

1.7 "Consulting Services" or "Engineering Services" or "Architectural Services" or "Survey Services" means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.

1.8 "Services" is a description of the required work as shown in **Exhibit 1**.

1.9 "Subsurface Borings and Testing" means borings, probings and subsurface explorations, laboratory tests and inspection of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

2.1 SCOPE OF SERVICES: The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.

2.2 GENERAL DUTIES AND RESPONSIBILITIES

2.2.1. **Personnel**: The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name:	Clint B. Hibbs, Architect
Address:	4806 Vue Du Lac Place
	Manhattan, Kansas 66503
Phone:	785/712 2750

2.2.2. **Standard of Care**: In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT's profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.

2.2.3. **Independent Contractor**: The CONSULTANT is an independent contractor and as such is not an employee of the Client.

2.2.4. **Insurance**: CONSULTANT will maintain insurance for this Agreement in the following types: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL), (iii) automobile liability insurance and (iv) Professional liability insurance.

2.2.5. **Subsurface Borings and Material Testing**: If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the Geotechnical firm's work. The Client will pay the Geotechnical firm separately from this Agreement.

2.2.6. **Service by and Payment to Others**: Any work authorized in writing by the Client and performed by a third party, other than the CONSULTANT or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the CLIENT and the third party. Fees shall be approved by the CLIENT prior to the execution of any extra work. Although the CONSULTANT may assist the CLIENT in procuring such Services of third parties. Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the project. Except to the extent it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.

2.2.7. **Subcontracting of Service**: The CONSULTANT shall not subcontract or assign any of the architectural, engineering, surveying or consulting Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.

2.2.8. **Endorsement**: The CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.

2.2.9. **Force Majeure**: Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by CONSULTANT; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.

2.2.10. **Inspection of Documents**: The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for three (3) years from the date of final payment.

2.2.11. **No Fiduciary Duty**: The CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The CONSULTANT shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. CONSULTANT makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with CONSULTANT's services. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. The CONSULTANT shall act as an independent contractor at all times during the performance of its services, and no term of this Agreement, either expressed or implied, shall create an agency or fiduciary relationship.

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

3.1.1. **Communication**: The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. Our review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.

3.1.2. **Access**: The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.

3.1.3. **Duties**: The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.

3.1.4. **Program and Budget**: The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that Consultant is able to fully understand the project requirements.

3.1.5. **Testing**: Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.

3.1.6. **Legal, Insurance, Audit**: The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.

3.1.7. **Project Representative**: The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name:	Kyle Nordick, City Administrator
Address:	520 N Commercial Ave
	Sedgwick, Kansas 67135
Phone:	316/772 5151

3.1.8. **Billing Contact**: In this section, the CLIENT will identify the billing contact and address. The CONSULTANT will submit invoices according to this contract to the CLIENT's billing contact at the address shown:

Name:	Kyle Nordick, City Administrator
Address:	520 N Commercial Ave
	Sedgwick, Kansas 67135
Phone:	316/772 5151

SECTION 4 – PAYMENT

4.1 COMPENSATION

4.1.1. **Fee and Expense**: The CLIENT agrees to pay the CONSULTANT a Lump Sum Fee according to **Exhibit 2** of this Agreement. The Lump Sum Fee for this project is a total of $246,010.00 Dollars plus reimbursable expenses as outlined in **Exhibit 2** and for the Scope of Services as shown in **Exhibit 1** of this Agreement. Payment of the Lump Sum Fee and

reimbursables shall be made by the CLIENT according to the schedule and upon completion of work as shown in **Exhibit 2**. Other methods of compensation are allowed only after written approval by both parties to this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.

4.1.2. **Hourly Rate**: Any Additional Services which are not set forth in this Agreement will be charged on the basis of BG Consultants, Inc. standard hourly rate schedule in effect at the time of services, unless stated otherwise in a properly executed addendum to this contract for Additional Services. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.

4.1.3. **Annual Rate Adjustment**: The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.

4.1.4. **Reimbursable Expenses**: An estimate of reimbursable expenses plus ten (10) percent shall be included in the total estimate of cost for this project and as shown in **Exhibit 2**. Total estimated cost is calculated as Lump Sum plus reimbursable expenses plus ten (10) percent. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.

4.1.5. **Sales Tax**: Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.

4.1.6. **Billing**: CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 2**. The bill submitted by CONSULTANT shall state the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.

4.1.7. **Timing of Services**: CONSULTANT will perform the Services according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays. CONSULTANT will endeavor to start its services on the anticipated start date and continue to endeavor to complete its services according to the schedule indicated in Exhibit 2. The start date, completion date and any milestone for project delivery are approximate only and CONSULTANT reserves the right to adjust its schedule and all of those dates at its sole discretion for delays caused by the CLIENT, Owner or third parties.

4.1.8. **Change in Scope**: For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at

CONSULTANT's standard hourly rates. Provided, however, that any increase in contract price or contract time must be requested by the CONSULTANT and must be approved through a written supplemental agreement prior to performing such services. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.

4.1.9. **Additional Services**: The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit 1 when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided, and an hourly or lump sum fee adjustment. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the mutually agreed adjustment to the CONSULTANT's fee. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost plus ten (10) percent. Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.

4.1.10. **Supplemental Agreement**: This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

5.1.1. **Notice**: The CLIENT reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the CONSULTANT, by providing written notice of such termination to the CONSULTANT. Such notice will be with Twenty Four (24) hours' notice.

The CONSULTANT reserves the right to terminate this Agreement based on failure of CLIENT to make payments or any material breach by the CLIENT.

If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement or fails to meet its other material responsibilities under this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT's option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven (7) days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT's services. The CONSULTANT's fees for the remaining services and the time schedules shall be equitably adjusted.

5.1.2. **Compensation for Convenience Termination**: If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.

5.1.3. **Compensation for Default Termination**: If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

5.1.4. **Incomplete Documents**: Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

5.2 DISPUTE RESOLUTION

5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

5.3.1. All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT's professional service, and CONSULTANT shall retain ownership and property interest therein, including all copyrights. Upon payment for services rendered, CONSULTANT grants CLIENT a license to use instruments of CONSULTANT's professional service for the purpose of constructing, occupying, or maintaining the project. Reuse or modification of any such documents by CLIENT, without CONSULTANT's written permission, shall be at CLIENT's sole risk, and CLIENT agrees to indemnify, defend, and hold CONSULTANT harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by CLIENT or by others acting through CLIENT.

5.4 INDEMNIFY AND HOLD HARMLESS

5.4.1. CLIENT shall indemnify and hold CONSULTANT, its officers and employees harmless from and against any claim, judgment, demand, or cause of action to the extent caused by: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents; (iii) site access or damages to any surface or subterranean structures or any damage necessary for site access.

5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and hold harmless CONSULTANT from and against loss, damage, or injury attributable to personal injury or property damage to the extent caused by such contractors' performance or nonperformance of their work. The CLIENT will cause the contractor to name BG Consultants, Inc. (CONSULTANT) as additional insured on the contractor's General Liability Policy.

5.4.3. CONSULTANT shall indemnify and hold CLIENT and its employees and officials from loss to the extent caused or incurred by the negligence, errors or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement.

5.5 ENTIRE AGREEMENT

5.5.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

5.6 APPLICABLE LAW

5.6.1. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with laws of the State of Kansas.

5.7 ASSIGNMENT OF AGREEMENT

5.7.1. This Agreement shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the written consent of the other.

5.8 NO THIRD PARTY BENEFICIARIES

5.8.1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

5.9 LIMITATION OF LIABILITY

5.9.1. CLIENT's exclusive remedy for any alleged breach of CLIENT's standard of care hereunder shall be to require CONSULTANT to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to $500,000.00 (Five Hundred Thousand Dollars) of available insurance under the engineer's professional liability policy.

5.9.1. It is agreed to by the parties to this Agreement that the CONSULTANT's services in connection with the Project shall not subject CONSULTANT's employees, officers, or directors to any personal liability or legal exposure for risks associated with the Project. Therefore, the CLIENT agrees that the CLIENT's sole and exclusive remedy for any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Kansas corporation, and not against any of the CONSULTANT's individual employees, officers or directors.

5.9.2. CONSULTANT and CLIENT shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

5.10 COMPLIANCE WITH LAWS

5.10.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are completed consistent with the Professional Standard of Care. CONSULTANT shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

5.11 TITLES, SUBHEADS AND CAPITALIZATION

5.11.1 Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

5.12 SEVERABILITY CLAUSE

5.12.1. Should any provision of this Agreement be determined to be void, invalid or unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however that the remaining provisions of this Agreement shall be unaffected hereby and shall continue to be valid and enforceable.

5.13 FIELD REPRESENTATION

5.13.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their employees or agents, and the presence of CONSULTANT at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that Consultant's Services are so limited. CONSULTANT will not assume the role of "prime contractor", "constructor", "controlling employer", "supervisor" or their equivalents, unless the scope of such Services are expressly agreed to in writing.

5.14 HAZARDOUS MATERIALS

5.14.1. The CONSULTANT and the CONSULTANT's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site.

5.15 AFFIRMATIVE ACTION

5.15.1. The CONSULTANT agrees to comply with the provisions of K.S.A. 44-1030 in the Kansas Acts Against Discrimination.

5.16 SPECIAL PROVISIONS

5.16.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 3.**

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this _____ day of _____, 2025.

CONSULTANT:	**CLIENT:**
BG Consultants, Inc.	**Sedgwick Fire-EMS**
By:	By: _____
Printed Name: Clint Hibbs	Printed Name: _____
Title: Principal	Title: _____

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1

SCOPE OF SERVICES

PROJECT PARAMETERS

The scope of work includes design of a Fire-EMS facility in Sedgwick, Kansas. Work will include design for construction of improvements for the facility and associated site work and shall be based upon the Preliminary Architectural Report prepared by the CONSULTANT October 2024.

SCOPE OF BASIC SERVICES

The CONSULTANT will provide architectural and engineering services for the Project(s) as described in this Agreement. CONSULTANT's services will include the following:

- Architectural Design
- Structure Engineering
- MEP Engineering
- Civil Engineering
- Topographic Surveying

Scope of CONSULTANT's Base Services

1. Perform Architectural and Engineering design and construction administration services limited to the scope of work identified herein. To include:
    a. Provide a topographic survey.
    b. The CONSULTANT will prepare construction documents and specifications for the project.
    c. The Construction work anticipated by this Design Package will be delivered by a prime contractor.
2. Coordinate CONSULTANT's services with those services provided by the CLIENT and the CLIENT's consultants; relying on the accuracy and completeness of services and information furnished by the CLIENT and the CLIENT's consultants.
3. Assist CLIENT in coordination of the services of selecting a Geotechnical Engineer for development of a Geotechnical Report. The CLIENT will contract directly with the Geotechnical Engineer for services, Geotechnical Engineering is <u>not</u> included in this contract.
4. Meetings with the CLIENT, or site visits, throughout the project design are provided. Consult with CLIENT to coordinate each major section of the project development and design.

Scope of CONSULTANT's Services for Design, Bidding, Construction Administration Phases of the Project

Schematic Design Phase Services

1. The CONSULTANT will review the program and other information furnished by the CLIENT, and will review known laws, codes, and regulations applicable to the CONSULTANT's services.
2. Based on the Project's requirements agreed upon with the CLIENT, the CONSULTANT will prepare and present for the CLIENT's approval a preliminary design illustrating the scale and relationship of the Project components.
3. Based on the CLIENT's approval of the preliminary design, the CONSULTANT will prepare Schematic Design Documents for the CLIENT's approval. The Schematic Design Documents will consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials will be noted on the drawings or described in writing.

4. The CONSULTANT will submit to the CLIENT an opinion of probable construction cost for the Work.
5. The CONSULTANT will submit the Schematic Design Documents to the CLIENT, and request the CLIENT's approval.

Design Development Phase Services

6. After the CLIENT has approved schematic design documents, design development documents will be prepared.
    a. Prepare design development drawings, outline specifications and associated documents after receiving approval of the Schematic Design from the CLIENT.
    b. Update working opinion of probable construction costs for divisions of the work.

Construction Documents Phase Services

7. After the CLIENT has approved design development documents, contract documents will be prepared.
    a. Prepare working drawings, specifications, and contract documents with Architect/Engineer professional seal after receiving approval of the Design Development effort from the CLIENT.
    b. Prepare and review final opinion of probable construction costs and construction scheduling with CLIENT.
    c. Prepare alternate work items in an effort to match construction costs with available funds.
    d. Provide and submit final plans and specifications to CLIENT and known regulatory agencies for final approval.
    e. Review the final opinion of probable construction costs with the CLIENT.

Bidding or Negotiation Phase Services

8. After the CLIENT has approved construction documents, the CONSULTANT will assist the CLIENT in bidding the project.
    a. Advertise the project for bids.
    b. Release and distribute final plans and specifications to prospective bidders.
    c. Issue addenda identified during the bidding process.
    d. Attend and chair pre-bid meeting at the project site with prospective contractors.
    e. Attend one (1) bid letting, analyze bids and provide recommendations for accepting the low responsible bidder, and recommend award of contract to the CLIENT.
    f. Assist the CLIENT in securing a General Contractor Agreement.

Construction Phase Services

9. After the project has been awarded for construction, the CONSULTANT will assist the CLIENT during construction of the project.
    a. Advise and consult with the CLIENT during the Construction Administration Phase Services.
    b. Provide site visits for construction observation to become generally familiar with the progress and quality of the portion of the Work completed, and to develop opinion, in general, if the Work observed is performed in a manner indicating the Work, when fully completed, will be in accordance with the Contract Documents.
    c. Review and make recommendations for payments due the Contractor for partially and completed work.
    d. Review and provide recommendation for Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
    e. Review and respond to requests for information about the Contract Documents.
    f. Authorize minor changes in Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time.

g. Prepare Change Orders and Construction Change Directives for the CLIENT's approval and execution in accordance with the Contract Documents.
h. Maintain records relative to changes in the Work.
i. Conduct site visit to determine the date or dates of Substantial Completion and the date of final completion; receive from the Contractor and forward to the CLIENT, for the CLIENT's review and records, written warranties and related documents require by the Contract Documents and assembled by the Contractor; and review the final application for payment.
j. Conduct observations of the Work with the CLIENT to develop an opinion of conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
k. Make recommendations to the CLIENT for acceptance and prepare a Certificate of Substantial Completion and Certificate of Final Completion.

Additional Services

1. Any significant revisions to the documents after CLIENT approval, any work excluded from or not included in this proposal, or items noted as such above will be considered as Additional Services. Additional services may be provided upon written authorization and agreement on compensation therefore.
2. Upon recognizing the need to perform the following Additional Services, the CONSULTANT will notify the CLIENT and explain the facts and circumstances giving rise to the need. The CONSULTANT will not proceed to provide the following services until the CONSULTANT receives the CLIENT's written authorization:
   .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the CLIENT, or a material change in the Project including, but not limited to, size, quality, complexity, the CLIENT's schedule or estimate of probable construction cost of the Work, or procurement or delivery method;
   .2 Services necessitated by the CLIENT's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
   .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
   .4 Preparing digital data for transmission to the CLIENT's consultants and contractors, or to other CLIENT authorized recipients;
   .5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the CONSULTANT is party thereto;
   .6 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
   .7 Assistance to the Initial Decision Maker, if other than the CONSULTANT.
3. In the Construction Phase, the CONSULTANT will provide the following Additional Services, and explain the facts and circumstances giving rise to the need. If the CLIENT subsequently determines that all or parts of those services are not required, the CLIENT will give prompt written notice to the CONSULTANT, and the CLIENT will have no further obligation to compensate the CONSULTANT for those services:
   .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the CONSULTANT;
   .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other CLIENT-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker;

.5 Evaluating substitutions proposed by the CLIENT or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

.6 To the extent the CONSULTANT's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

4. The CONSULTANT will provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the CONSULTANT will notify the CLIENT:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

.2 Three (3) visits to the site by the CONSULTANT over the duration of the Project during construction

.3 Two (2) observations for select portions of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) observation for select portions of the Work to determine final completion

EXHIBIT 2

COST AND SCHEDULE

COMPENSATION

The CONSULTANT's compensation will be a Lump Sum Fee of $246,010.00 to be billed monthly and appropriated to correspond with percent of work completed as follows:

1. Topographic Survey: $8,000
2. Architecture, Engineering Design and Bidding Services: $136,006
3. Construction Administration: $102,004

The CONSULTANT's efforts are intended to serve the CLIENT during the period where services are performed and thereafter.

Reimbursable Expenses are in addition to compensation for Basic and Additional Services, and include expenses incurred by the CONSULTANT and the CONSULTANT's subconsultants directly related to the project, as follows:

- Fees paid for securing approval of authorities having jurisdiction over the Project.

PROJECT SCHEDULE

Professional services are proposed to be completed by mutual agreement between CLIENT and CONSULTANT. Design services are anticipated to occur over a 28-week period timeline unless influences outside of the CONSULTANT's control cause delay.

EXHIBIT 3

SPECIAL PROVISIONS

1. DODD-FRANK WALL STREET REFORM AND CONSUMER PROTECTION ACT:

   The Securities and Exchange Commission (SEC) has passed the Dodd-Frank Wall Street Reform and Consumer Protection Act, therefore, BG Consultants, Inc. recommends and advises all clients and potential clients (counties/municipalities/improvement districts….etc.) that are considering infrastructure improvements to contract with and receive professional financial advice from a registered municipal financial advisor. BG Consultants, Inc. and all related staff are not registered municipal financial advisors and all information provided concerning infrastructure projects and financing of improvements is general and typical information.

2. (BABA) BUILD AMERICA, BUY AMERICA, BUY AMERICA ACT

   This agreement is for professional services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IJA"), Pub. L. 177-58. While professional services are not subject to BABA, the Provider understands that, absent a waiver by the Department of Housing and Urban Development, Provider shall, in accordance with the Professional Standard of Care, not approve for use in this project, any iron, steel, manufactured products, or construction materials unless such materials have been produced in the United States. Provider shall, in accordance with the Professional Standard of Care, require that compliance certificates for materials provided for work specified within provider's scope of work. Guidance on complying with BABA is outlined by Office of Management and Budget's Memorandum M-24-03, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

3. The CONSULTANT shall operate within all known CDBG guidelines, specifically:

   a. Title VI Civil Rights Act of 1964.
   b. Section 109 Certifications.
   c. Section 504 Certifications.
   d. Age Discrimination Act of 1975.
   e. Fair Housing Amendments Act of 1988.
   f. Executive Order 11063 Certifications.
   g. Kansas Act Against Discrimination.
   h. Executive Order 11246 Certifications.
   i. Section 3 Certifications.
   j. Title VIII of the Civil Rights Act of 1968 as amended by the Housing Act of 1974.
   k. Section 503 of the Rehabilitation Act of 1973 as amended.
   l. 24 CFR 85 as modified by CFR 570 Subpart J.
   m. Title I of the Housing & Community Development Act of 1974 as amended.
   n. Section 519 Public Law 101-144 (The 1990 HUD Appropriation Act).
   o. Cranston-Gonzales National Affordable Housing Act (Section 906 & 912).

City of Sedgwick
City Council Meeting
March 5, 2025

TO: **Mayor and City Council**

SUBJECT: **Professional Services Agreement – Ranson Financial**

INITIATED BY: **Administration**

AGENDA: **New Business**

Recommendation: Approve the agreement with Ranson Financial as presented

Background: Ranson Financial Group, LLC was contracted during the CDBG application process to provide professional services related to applying for the Community Development Block Grant with the State of Kansas. Now that the awarding of the grant has taken place, the city is seeking to contract Ranson to provide grant administration during the duration of the project. A detailed scope of services is provided in Exhibit A.

Financial Considerations: The proposed agreement has a not-to-exceed threshold of $25,000 and will be billed in monthly installments based on actual work completed.

Recommendations/Actions: It is recommended that the governing body approve the agreement with Ranson Financial Group, LLC, for a not-to-exceed amount of $25,000.

Attachments: Draft agreement

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONSULTANT
FOR PROFESSIONAL ADMINISTRATIVE SERVICES

This is an agreement made as of _____, 2025 between City of Sedgwick, Kansas (Owner) and Ranson Financial Group, LLC. (Consultant). The Owner intends to perform a community development project, and the Owner and Consultant in consideration of their mutual covenants herein agree in respect to the performance of professional administrative services by Consultant and the payment for those services by Owner as set forth below. Consultant shall provide professional administrative services by Owner as set forth below. Consultant shall provide professional administrative services for Owner in all phases of the project to which this agreement applies, serve as the Owner's representative for the project as set forth below, and shall provide professional consultation of services hereunder.

Section 1 – Basic Services for Consultant

The consultant shall perform administrative services as hereinafter stated which include the administration of the Owner's Community Development Grant program, Project No. ***24-PF-020***. The specific services of the Consultant are indicated in Exhibit "A", "Scope of Services".

Section 2 – Owner's Responsibilities

The owner shall:

2.1 Provide all criteria and full information as to Owner's requirements for the project and furnish copies of all documents related to the project.

2.2 Assist Consultant by placing at her disposal all available information pertinent to the project including previous reports and any other data relative to the project.

2.3 Give prompt written notice to consultant whenever owner observes or otherwise becomes aware of any development that affects the scope of timing of the consultant's services.

2.4 Bear all costs incidental to compliance with the requirements of Section 2.

Section 3 – Period of Service

3.1 The provisions of Section 3 and the rates of compensation for the Consultant's services provided for elsewhere in this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion.

3.2 The Consultant agrees to complete the project by the ending date identified in the Owner's "Grant Agreement" with the Kansas Department of Commerce for the Community Development Block Grant program from which part of the project has been financed.

3.3 If the Owner has requested significant modifications or changes in the extent of the project, the time of performance of Consultant's services and her rates of compensation shall be adjusted appropriately.

Section 4 – Payments to Consultant

4.1 The maximum amount the Owner shall pay the Consultant for performance of the Agreement shall not exceed $25,000 .

4.2 Consultant shall submit monthly statements for services and expenses incurred at the time of billing. Owner shall make prompt payments in response to consultant's monthly statements.

Section 5 – General Considerations

5.1 The obligation to provide further services under this Agreement may be terminated by either party upon ten days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party.

5.2 The Consultant shall comply with all applicable rules, regulations, laws and requirements in relation to the Community Development Block Grant program as distributed by the Kansas Department of Commerce.

5.3 The Owner and Consultant each bind themselves and their partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements and obligations to this Agreement.

5.4 Neither Owner nor Consultant shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without written consent of the other, except as sated in paragraph 5.3 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to or assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

Section 6 – Special Provisions and Exhibits

6.1 The following exhibits are attached to and made part of this Agreement.

6.1.1 Exhibit A – Scope of Services consisting of one (1) page.

6.1.2 Part II – Terms and Conditions consisting of nine (9) pages.

6.2 This Agreement (consisting of pages 1 to 10 inclusive), together with the exhibits identified above, constitute the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or cancelled by a duly executed instrument.

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

CITY OF SEDGWICK, KANSAS

_____
Mayor

RANSON FINANCIAL GROUP LLC

Rose Mary Saunders
Rose Mary Saunders
CDBG Certified Administrator

ATTEST:

_____
City Clerk

(SEAL)

EXHIBIT A – SCOPE OF SERVICES

The Consultant shall complete, in a professional and timely manner, the following services relative to the Owner's Community Development Block Grant program. Such actions shall be performed in a manner prescribed by the Kansas Department of Commerce (Note: Delete inapplicable phrases and initial).

1. Financial Management (accounting, file maintenance, cost documentation, Part 85/A-87 conformance, RFP preparation, and related matters).

2. Environmental Review.

3. Labor Standards Compliance.

4. Civil Rights Compliance.

5. Public Participation Requirements (Owner to pay for public notices).

6. Preparation of Contract Documents except for engineering/architecture specifications.

7. Preparation of Procurement Documents for Professional and Construction Contracts and a Recommendation of Successful Proposals or Bids.

8. Completion of close-out forms and required performance reports.

9. Preparation of guidelines, procedures and forms for housing rehabilitation activities.

10. Preparation of guidelines, procedures and forms for relocation activities, and administration of relocation procedures pursuant to the "Uniform Act".

11. Administer procedures required by the "Uniform Act" in relation too the acquisition of property.

12. Work with project inspector on coordinating work write-ups, bidding, contractor recruitment, recommendations for contractor selection, periodic inspection of homes under construction, final approval and homeowner counseling.

CONTRACT FOR PROFESSIONAL SERVICES
(Should be included in all Professional Services
Contracts over $10,000)

PART II – TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely manner their obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

   Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Consultant, and the Owner may withhold any payments to the Consultant for purpose of set-off until such time as the exact amount of damages due the Owner from the Consultant is determined.

2. Termination for Convenience of the Owner. The Owner may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Consultant. If the Contract is terminated by the Owner as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant, Paragraph 1 hereof relative to termination shall apply.

3. Changes. The Owner may, from time to time, request changes in the scope of services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Owner and the Consultant, shall be incorporated in written amendments to this contract.

4. Personnel.

   a. The Consultant represents that they have, or will secure at this own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.

   b. All of the services required hereunder will be performed by the Consultant or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.

c. None of the work or services covered by this Contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The Consultant shall not assign any interest on this contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the Owner thereto; provided, however, that claims for money by the Consultant from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Owner.

6. Reports and Information. The Consultant, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

7. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Owner to assure property accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Owner or any authorized representative and will be retained for three (3) years after the expiration of this Contract unless permission to destroy them is granted by the Owner.

8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of the Consultant.

10. Compliance with Local Laws. The Consultant shall comply with all applicable laws, ordinances, and codes of the State and Local Governments, and the Consultant shall hold the Owner harmless with respect to any damages arising from tort done in performing any of the work embraced by this Contract.

11. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

12. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

13. Interest of Consultant and Employees. The Consultant covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

14. Title VI of the Civil Rights Act of 1964. Provides that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended. Prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex or national origin. Title VIII was amended in 1988 (Effective March 12, 1989) by the Fair Housing Amendments Act, which expanded the coverage of the Fair Housing Act to prohibit discrimination based on disability or on familial status (presence of child under age of 18, and pregnant women); established new administrative enforcement mechanisms with HUD attorneys bringing action before administrative law judges on behalf of victims of housing discrimination; and revised and expanded Justice Department jurisdiction to bring suit on behalf of victims in Federal district courts.

16. Section 109, Housing and Community Development (HCD) Act of 1974, as amended. Provides that no persons in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from the participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974.

17. Section 504 of the Rehabilitation Act of 1973, as amended. Provides for non-discrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

18. Age Discrimination Act of 1975. No person in the United States shall, basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal Financial Assistance.

19. Executive Order No. 11063, as amended. Directs all departments and agencies to take all action necessary and appropriate to prevent

discrimination in housing and related facilities owned or operated by the federal government or provided with federal financial assistance and in the lending practices with respect to residential property and related facilities (including land to be developed for residential use) of lending institutions, insofar as such practices relate to loans insured or guaranteed by the federal government.

20. The Kansas Act Against Discrimination. It is a policy of the State of Kansas that requires all employers, labor organizations, employment agencies, realtors, financial institutions, or other persons covered by this Act to assure equal opportunities and encourage every citizen regardless of race, religion, color, sex, age, physical disability, national origin, or ancestry, to secure and hold-without discrimination, segregation or separation – employment in any field of work or labor for which they are properly qualified, the opportunity for full and equal public accommodations, and to assure full and equal opportunities in housing.

21. Section 3 of the Housing and Urban Development Act of 1968, as amended. Provides that, to the greatest extent feasible, opportunities for training and employment shall be given to recipients of public housing and lower income residents of the unit of local government or the metropolitan area (or non-metropolitan county) in which the project is located, contract work in connection with such projects shall be awarded to business concerns which are owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the project, employ Section 3 residents in full-time positions, or subcontract with businesses which provide economic opportunities to lower income persons.

22. Executive Order 11246, as amended. Provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in any phase of employment during the performance of federal or federally assisted construction contracts in excess of $10,000. The following civil rights requirements also apply to CDBG grantees performance; grantees shall comply with Executive Order 11236, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provide that no person shall be discriminated against on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin in all phases of employment during the performance of federal or federally-assisted construction contracts. As specified in Executive Order 11246 and the implementing regulations, contractors and subcontractors of federal or federally-assistance construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or retirement, advertising, layoff or termination, rates of pay or other forms of compensation and selection or training and apprenticeship.

23. Section 503 of the Rehabilitation Act of 1973, as amended. Provides non-discrimination in contractor employment. All recipients of Federal funds must certify to the following through all contracts issued:

Affirmative Action for Handicapped Workers.

a. The contractor will not discriminate against any employee in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to make affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion, or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships.

b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of labor issued pursuant to the Act.

c. In the event of the contractor's non-compliance with the requirements of this clause, action for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in the form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in the employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mental disabled individuals.

f. The contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

24. The Fair Housing Amendments Act of 1988. The Fair Housing Amendments Act of 1988 prohibits discrimination in housing on the

basis of race or color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women and people securing custody of children under 18) and disability.

-

25. Section 912 of the Cranston-Gonzales National Affordable Housing Act, as amended. Section 109(a) of the HCD Act to prohibit discrimination on the basis of religion.

26. E-verify – CFR 52.222-54 requires federal contracts committing government contractors (subcontractors) to use the USCIS E-Verify system to verify that all contractors employees, (existing and new), directly performing work under federal contracts, are authorized to work in the United States.

27. This Agreement is for professional services related to a project that is subject to Build America Buy America (BABA) requirements under Title XX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub 1. 177-58. While professional services are not subject to BABA, the provider understands that they are responsible for ensuring that, absent of a waiver by the Department of Housing and Urban Development. Provider shall not approve for use in this project any iron, steel, manufactured products, or construction materials unless such materials have been produced in the United States. Provider shall obtain all necessary compliance certificates for work that is within provider's scope of work. Failure to do so shall be a default under this agreement. Guidance on complying with BABA is outlined by Office of Management and Budget's Memorandum M-24-02, Implementation Guidance on Application of Buy American Build America Preference in Federal Financial Assistance Program for Infrastructure.

City of Sedgwick
City Council Meeting
March 5, 2025

TO: **Mayor and City Council**

SUBJECT: **KDOT Transportation Alternatives Grant**

INITIATED BY: **Administration**

AGENDA: **New Business**

Recommendation: Approve the agreement with the Kansas Department of Transportation (KDOT) as presented.

Background: The City of Sedgwick was awarded $269,231 as part of the 2024 Transportation Alternatives Grant solicitation for the Commercial Avenue Pedestrian Improvements Project that will bring improvements to the downtown corridor. If approved, engineering design and construction will take place in 2026. The City will utilize PEC as the engineer and construction administrator for the project. Preliminary drawings for the project and engineer's estimate currently foresee the entire project covered by the grant funding. This is subject to change dependent upon market conditions at time of construction.

Financial Considerations: The awarding from KDOT was for the full request and is anticipated to cover the entire project costs. This project will be governed by Federal Funding requirements including the Buy America requirements. Deviations from the current design plan, market conditions, and other unforeseen circumstances could increase the cost of the project. Any increases would result in the City being responsible for project costs outside of the awarded amount.

Recommendations/Actions: It is recommended that the governing body approve the agreement with the Kansas Department of Transportation as presented.

Attachments: Contract

PROJECT NO. TE-0576-01
ACTA-T057(601)
TRANSPORTATION ALTERNATIVES PROJECT
SEDGWICK: COMMERCIAL AVENUE PEDESTRIAN IMPROVEMENTS
CITY OF SEDGWICK, KANSAS

A G R E E M E N T

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary") and the **City of Sedgwick, Kansas** ("Project Sponsor" or "City"), **collectively**, the "Parties."

RECITALS:

A. The Secretary is authorized by the current Federal-Aid Transportation Act to set aside certain portions of Federal funding allocated under the current Federal-Aid Transportation Act for Transportation Alternatives (TA) projects.

B. The Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the "Bipartisan Infrastructure Law") continues the Transportation Alternatives set-aside from the Surface Transportation Block Grant Program (STBG) previously under Fixing America's Surface Transportation Act (FAST Act).

C. The Secretary is empowered to pass through STBG funds for TA projects to eligible state agencies or local governments.

D. The Secretary and the Project Sponsor are empowered by the laws of Kansas to enter into agreements for Federal STBG funding under the Transportation Alternatives Provision of the current Federal-Aid Transportation Act.

E. The Project Sponsor has requested, and the Secretary has authorized, a Transportation Alternatives (TA) Project ("Project"), as further described in this Agreement.

F. Under the terms of the current Federal-Aid Transportation Act and the rules and regulations of the Federal Highway Administration (FHWA), states and local governments may be entitled to receive assistance in the financing of TA projects, provided such work is done in accordance with applicable state and federal law.

NOW, THEREFORE, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

1. **"Agreement"** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.

2. **"Construction"** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

3. **"Construction Contingency Items"** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.

4. **"Construction Engineering" or "CE"** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.

5. **"Consultant"** means any engineering firm or other entity retained to perform services for the Project.

6. **"Contractor"** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.

7. **"Design Plans"** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.

8. **"Effective Date"** means the date this Agreement is signed by the Secretary or the Secretary's designee.

9. **"Encroachment"** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.

10. **"Federal Fiscal Year (FFY)**" means the fiscal year as determined by the FHWA which begins October 1 and ends on September 30 of the following calendar year.

11. **"FHWA"** means the Federal Highway Administration, a federal agency of the United States.

12. **"Fiscal Year (FY)"** means the state's fiscal year which begins July 1 and ends on June 30 of the following calendar year.

13. **"Hazardous Waste"** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, *et seq*., Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, *et seq*., Underground Storage Tanks; Technical

Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430, *et seq*., Hazardous Waste.

14. **"KDOT"** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS 66603-3745.

15. **"Letting" or "Let"** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

16. **"Non-Participating Costs"** means the costs of any items or services which the Secretary, acting on the Secretary's own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.

17. **"Participating Costs"** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.

18. **"Parties"** means the Secretary of Transportation and KDOT, individually and collectively, and the Project Sponsor.

19. **"Preliminary Engineering" or "PE"** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.

20. **"Project"** means all phases and aspects of the Construction endeavor to be undertaken by the Project Sponsor, as and when authorized by the Secretary prior to Letting, being: **Project No. TE-0576-01, to add streetscape improvements, construct new sidewalks, install ADA ramps, mill and overlay, and relevel existing 10-foot sidewalks on the west side of North Commercial Avenue from 5th Street to 6th Street in Sedgwick, Kansas**, and is the subject of this Agreement.

21. **"Project Limits"** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.

22. **"Project Sponsor"** means the City of Sedgwick, Kansas, with its place of business at 520 N Commercial Avenue, Sedgwick, KS 67135.

23. **"Responsible Bidder"** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.

24. **"Right of Way"** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.

25. **"Secretary"** means the Secretary of Transportation of the State of Kansas, and the Secretary's successors and assigns.

26. **"Useful Life Period"** means a sufficient period of time, as specifically designated in this Agreement in Article V, paragraph 2, to secure the investment of federal funds in the Project based on the nature and magnitude of Project costs and generally accepted economic or useful life cycle norms for the type of Construction involved in the Project.

27. **"Utilities" or "Utility"** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Total Actual Costs of Construction include all Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change.

Party	Responsibility
Secretary	100% of Total Actual Costs of Preliminary Engineering (PE) Construction, and Construction Engineering (CE), not to exceed $269,231.00
Project Sponsor	0% of Total Actual Costs of PE, Construction, and CE until the Secretary's funding limit is reached 100% of Total Actual Costs of PE, Construction, and CE after the Secretary's funding limit is reached 100% of Total Actual Costs of Right of Way, Utility Adjustments, and Non-Participating Costs

ARTICLE III

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the Project Sponsor acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives such that the Project Sponsor may obtain participation of federal funds in the cost of the Project.

2. **Letting and Administration by KDOT.** The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Project Sponsor. The Secretary further agrees, as agent for the Project Sponsor, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the Project Sponsor.

3. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the Project Sponsor from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors, or suppliers. If the Secretary or the Project Sponsor defends a third party's claim, the Contractor shall indemnify the Secretary and the Project Sponsor for damages paid to the third party and all related expenses either the Secretary or the Project Sponsor or both incur in defending the claim.

4. **Final Billing.** After receipt of FHWA acknowledgement of final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the Project Sponsor is responsible and shall then transmit the complete and final billing to the Project Sponsor.

ARTICLE IV

PROJECT SPONSOR RESPONSIBILITIES:

1. **Secretary Authorization.** The Project shall be undertaken on behalf of the Project Sponsor by the Secretary acting in all things as its agent, and the Project Sponsor hereby constitutes and appoints the Secretary as its agent. All things done by the Secretary in connection with the Project are authorized, adopted, ratified, and confirmed by the Project Sponsor to the same extent and with the same effect as though done directly by the Project Sponsor acting in its own individual capacity. The Secretary is authorized by the Project Sponsor to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.

2. **Legal Authority.** By his or her signature on this Agreement, the signatory certifies that he or she has legal and actual authority as representative and agent for the Project Sponsor to enter into this Agreement on its behalf. The Project Sponsor agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Conformity with State and Federal Requirements.** The Project Sponsor shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current American Institute of Architects (AIA) standards, the Secretary of the Interior's Standards for the Treatment of Historic Properties, the American Society of Landscape Architects guidelines, KDOT's Design Engineering Requirements, the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of

the Bureau of Traffic Engineering's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions, and with the rules and regulations of the FHWA pertaining to the Project. The Project Sponsor will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with Public Right-of-Way Accessibility Guidelines (PROWAG), regardless of whether such improvements are deemed non-eligible/non-participating bid items by the Secretary for reimbursement purposes.

4. **Design and Specifications.** The Project Sponsor shall be responsible to make or contract to have made Design Plans for the Project.

5. **Submission of Design Plans to Secretary.** Upon their completion, the Project Sponsor shall have the Design Plans submitted to the Secretary by a licensed professional engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, attesting to the conformity of the Design Plans with the items in Article IV, paragraph 3 above. The Design Plans must be signed and sealed by the licensed professional engineer, licensed professional architect, and/or licensed landscape architect, as applicable, responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer, who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq*.

6. **Consultant Contract Language.** The Project Sponsor shall include language requiring conformity with Article IV, paragraph 3 above, in all contracts between the Project Sponsor and any Consultant with whom the Project Sponsor has contracted to perform services for the Project. In addition, any contract between the Project Sponsor and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article IV, paragraph 3 above. In addition, any contract between the Project Sponsor and any Consultant with whom the Project Sponsor has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

(a) Completion of Design. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

(b) Progress Reports. Language requiring the Consultant to submit to the Project Sponsor (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

(c) Third-Party Beneficiary. Language making the Secretary a third-party beneficiary in the agreement between the Project Sponsor and the Consultant. Such language shall read:

"Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both,

the Secretary shall be a third-party beneficiary to this agreement between the Project Sponsor and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the Project Sponsor or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the Project Sponsor from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement."

7. **Responsibility for Adequacy of Design.** The Project Sponsor shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the Project Sponsor's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the Project Sponsor, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the Project Sponsor.

8. **Design Exception Indemnification.** Any design exception to the current version of the American Association of State Highway and Transportation Officials (AASHTO) Design Standards shall be in accordance with 23 C.F.R. § 625. For any design exception, the Project Sponsor agrees to the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq*.,) to defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the design exceptions for this Agreement by the Project Sponsor, the Project Sponsor's employees, or subcontractors.

9. **Authorization of Signatory.** The Project Sponsor shall authorize a duly appointed representative to sign for the Project Sponsor any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

10. **Right of Way.** The Project Sponsor agrees to the following with regard to Right of Way:

(a) Right of Way Acquisition. The Project Sponsor will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The Project Sponsor agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The Project Sponsor shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way

has been acquired. The Project Sponsor further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements, and temporary easements.

(b) Right of Way Documentation. The Project Sponsor will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The Project Sponsor further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The Project Sponsor agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) Relocation Assistance. The Project Sponsor will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the Project Sponsor will undertake the relocation for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. §§ 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1, *et seq*. The Secretary will provide information, guidance, and oversight to the Project Sponsor for any relocations required by the Project.

(d) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. Any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

(e) Use of Right of Way. The Secretary shall have the right to utilize any land owned or controlled by the Project Sponsor, lying inside or outside the limits of the Project Sponsor as shown on the final Design Plans, for the purpose of constructing the Project.

11. **Removal of Encroachments.** The Project Sponsor shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the Project Sponsor and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

12. **Future Encroachments.** Except as provided by state and federal laws, the Project Sponsor agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and

specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

13. **Utilities.** The Project Sponsor agrees to the following with regard to Utilities:

(a) Utility Relocation. The Project Sponsor will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) Status of Utilities. The Project Sponsor shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. The Project Sponsor will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The Project Sponsor shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the Project Sponsor as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The Project Sponsor shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the Project Sponsor's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The Project Sponsor will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The Project Sponsor shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law and the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq*.), the Project Sponsor will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private

Right of Way or easements shall be borne by the Project Sponsor except as provided by state and federal laws.

14. **Hazardous Waste.** The Project Sponsor agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The Project Sponsor shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The Project Sponsor shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The Project Sponsor will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The Project Sponsor shall be responsible for all damages, fines or penalties, expenses, fees, claims, and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The Project Sponsor shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the Project Sponsor in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement the Project Sponsor has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The Project Sponsor reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

15. **Inspections.** The Project Sponsor is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current KDOT approved construction engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the Project Sponsor or the Consultant. The Secretary does not undertake for the benefit of the Project Sponsor, the Contractor, the Consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans. The Project Sponsor will require at a minimum all personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. The agreement for inspection services must contain this requirement as a minimum. The Project Sponsor may require additional clothing requirements for adequate visibility of personnel.

16. **Traffic Control.** The Project Sponsor agrees to the following with regard to traffic control for the Project:

(a) Temporary Traffic Control. The Project Sponsor shall provide a temporary traffic control plan within the Design Plans, which includes the Project Sponsor plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The Project Sponsor's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the Project Sponsor's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the Project Sponsor of the determinations made pursuant to this section.

(b) Permanent Traffic Control. The location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, must conform to the latest version of the MUTCD as adopted by the Secretary.

(c) Parking Control. If applicable, the Project Sponsor will control parking of vehicles on the city streets throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) Traffic Movements. The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The Project Sponsor shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

17. **Access Control.** The Project Sponsor will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans unless prior approval is obtained from the Secretary.

18. **Maintenance.** When the Project is completed and final acceptance is issued, the Project Sponsor will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the Project Sponsor will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

19. **Remittance of Estimated Share.** The Project Sponsor shall deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities. The Project Sponsor will remit its estimated share by the date indicated on the resolution form Authorization

to Award Contract, Commitment of City/County Funds received by the Project Sponsor from the Secretary. The date indicated for the Project Sponsor to deposit its estimated share of the total Project expenses is fifty (50) days after the Letting date.

20. **Payment of Final Billing.** If any payment is due to the Secretary, such payment shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

21. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the Project Sponsor shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the Project Sponsor to any party outside of the Secretary and all costs incurred by the Project Sponsor not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

22. **Audit.**

(a) Audit Requirements for Federal Awards. All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular"). The Audit Standards set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq*. require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq*.

(b) Agency Audit. The Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the Project Sponsor will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by the Project Sponsor for items considered Non-Participating Costs, the Project Sponsor shall promptly reimburse the Secretary for such items upon notification by the Secretary.

23. **Project Costs Prior to FHWA Approval.** The Project Sponsor agrees to be responsible for one hundred percent (100%) of any Project costs incurred by the Project Sponsor for the Project prior to the funding for the Project being authorized, obligated, and approved by the FHWA.

24. **Restricted Funding Source.** The Project Sponsor acknowledges and understands Secretary's share of the Project's total, actual, and eligible costs will be funded through federal aid. The Secretary does not assume any liability in connection with the Project. The Project Sponsor shall reimburse the Secretary for any funds approved for this Project and expended by the Secretary for which the Secretary is not reimbursed by the Federal Government.

25. **Cancellation by Project Sponsor.** If the Project Sponsor cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The Project Sponsor agrees to reimburse the Secretary within thirty (30) days after receipt by the Project Sponsor of the Secretary's statement of cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE V

SPECIAL TRANSPORTATION ENHANCEMENT REQUIREMENTS:

1. **No 4(f) Status.** It is the Parties' intention that neither this Agreement nor the Project create or expand the status of any land involved in this Project as a "significant publicly owned public park, recreation area, or wildlife and waterfowl refuge, or any significant historic site," for purposes of 49 U.S.C. § 303 and 23 C.F.R. § 771.135 ("4(f) status"), except as otherwise modified by this Agreement.

(a) Transportation Alternatives. Unless otherwise stated below in this section, the Parties agree the major purposes or functions of land involved in the Project are to preserve or enhance the scenic, historic, environmental, or archeological aspects, or the usefulness for intermodal users (including bicyclists, pedestrians, and other non-motorized transportation users) of existing or new transportation facilities. It is further agreed any park, recreation or refuge purposes or functions are secondary or incidental for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135. Exceptions: NONE.

(b) 4(f) Determinations. The Parties agree for purposes of any future determinations of 4(f) status issues as required by 49 U.S.C. § 303 or applicable regulations the Secretary is hereby designated as the public official having jurisdiction of such determinations. However, it is not the intent of this section to affect the determination of whether a historic or archaeological site is on or eligible for inclusion on the National Register of Historic Places.

2. **Useful Life.**

(a) Useful Life Period. The Parties agree the Useful Life Period of the Project is twenty (20) years, commencing on the date the Secretary gives notice of final acceptance of the Project.

(b) Insurance. If the Project includes improvements to a building, the Project Sponsor will purchase and maintain insurance for property damage to the building continuously during the Useful Life Period of the Project in an amount equal to or in excess of the federal funds expended on the Project.

(c) Change in Public Use. After the Project is completed and during the entire Useful Life Period, any change in the public use of the real property for the Project will require written approval from the Secretary with FHWA concurrence.

(d) Recapture of Federal Investment.

(i) During the first ten (10) years of the Useful Life Period, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary and the FHWA under subparagraph (c) above, then the Project Sponsor shall pay to the Secretary 100% of the federal funds invested in the Project.

(ii) Following the first ten (10) years of the Useful Life Period and until the Useful Life Period expires, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary and the FHWA under subparagraph (c) above, then the Project Sponsor shall pay to the Secretary as recapture of federal funds invested in the Project an amount, which will be determined according to the following formula:

$$\frac{\textit{Total Amount of Federal Funds Invested in the Project}}{\textit{Entire Useful Life Period for the Project}} \times \textit{Number of Full Years Remaining in the Useful Life Period at the time of unauthorized change in use} = \textit{Recapture Amount}$$

(iii) Any payments due to the Secretary pursuant to this subparagraph (d) shall be made within ninety (90) days after receipt of billing from the Secretary's Chief of Fiscal Services.

ARTICLE VI

FEDERAL REQUIREMENTS:

1. **Anti-Lobbying**. If the total value of this agreement exceeds $100,000.00, a **Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities Attachment** will be attached and made a part of this Agreement. Such certification must state the recipient of the federal grant will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non–Federal funds that takes place in connection with obtaining any Federal award. 2 C.F.R. § Pt. 200, App. II.

2. **Debarment & Suspension**. If the total value of this Agreement exceeds $25,000.00, this Agreement is a covered transaction for purposes of 2 C.F.R. Parts 180 and 1200. Therefore, the LPA is required to verify that neither it nor its principals or agents is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any federal department or agency. A **Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments** will be attached to and made a part of this Agreement. 2 C.F.R. § 200.213.

3. **Davis-Bacon Act Requirements.** As provided at 23 U.S.C. 133(i), all projects funded

with STBG funding, notwithstanding any other provision of law, shall be treated as located on a Federal-aid highway. Accordingly, 23 U.S.C 113 applies, and Davis-Bacon wage rates must be paid. In general, Davis-Bacon requires that all laborers and mechanics employed by the applicant, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work on an award or project in excess of $2000 funded directly by or assisted in whole or in part by funds made available under STBG shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA). For additional guidance on how to comply with DBA provisions and clauses, see https://www.dol.gov/agencies/whd/government-contracts/construction and https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction. See also https://www.fhwa.dot.gov/construction/cqit/dbacon.cfm.

4. **System for Award Management**. The Project Sponsor has registered with the System for Award Management (http://www.sam.gov), which provides a Unique Entity Identifier (SAM). The Project Sponsor shall maintain such registration at all times during which it has active federal awards.

5. **Buy America Compliance**. The Parties agree to comply with the Buy America requirements of 23 CFR § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.

6. **Prohibition on Certain Technologies**. All Parties agree that they will comply with 2 CFR § 200.216 and 2 CFR § 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) or enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

ARTICLE VII

GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

2. **Civil Rights Act.** The **Civil Rights Attachment** pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

3. **Contractual Provisions.** The provisions found in the current version of the **Contractual Provisions Attachment (Form DA-146a)**, which is attached, are hereby incorporated into and made a part of this Agreement.

4. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

5. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

6. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Project Sponsor and their successors in office.

7. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

8. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

9. **Severability.** If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST: CITY OF SEDGWICK, KANSAS

_____ _____

CITY CLERK (Date) MAYOR

(SEAL)

Agreement No. 161-2
Project No. TE-0576-01
Bureau of Multimodal Transportation

Kansas Department of Transportation
Secretary of Transportation

By: _____
Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to Form:

INDEX OF ATTACHMENTS

☒ Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities
☒ Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments Attachment
☒ Civil Rights Act
☒ Contractual Provisions Attachment (DA-146a)

*Note – If left unchecked, then inapplicable.

Federal Funds Lobbying Certification Attachment
Required Contract Provision

Definitions

1. **Designated Entity**: An officer or employee of any agency, a Member of Congress or any state legislature, an officer or employee of Congress or any state legislature, or an employee of a Member of Congress or any state legislature
2. **Federal Grant**: An award of financial assistance by the Federal government (Federal Aid Highway Program is considered a grant program)
3. **Influencing (or attempt)**: Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant
4. **Person**: An individual, corporation, company, association, authority, firm, partnership, society, state or local government
5. **Recipient**: All contractors, subcontractors or subgrantees, at any tier, of the recipient of fund received in connection with a Federal grant.

Explanation

As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this new section no appropriated funds may be used by the recipient of a Federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a Federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of $100,000.00. Submission of this Certification is required for participation in this Project by Federal Law. For each failure to file, a civil penalty of not less than $10,000.00 and not more than $100,000.00 may be imposed.

Note: If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401, "Disclosure of Lobbying Activities", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Design.

THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.

The maker of this Certification states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this Certification submitted in regard to this Agreement.

The maker certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any Federal grant or the extension, continuation, renewal, amendment or modification of any Federal grant.

In the event that the maker subcontracts work in this Agreement, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

_____ _____

(Date) By: _____

CERTIFICATION BY PARTICIPANTS AS TO CURRENT HISTORY
REGARDING DEBARMENT, ELIGIBILITY, INDICTMENTS, CONVICTIONS, OR
CIVIL JUDGMENTS

By signing this certificate, the Participant certifies that neither it nor its principals (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds) is:

(1) not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
(2) has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
(3) does not have a proposed debarment pending;
(4) and has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years.

List any exceptions here: _____

_____

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

_____

_____

Providing false information may result in criminal prosecution or administrative sanctions.

Participant/Firm's Name: _____

Address: _____

City/State/Zip: _____

Authorized Company Official's Name and Title: _____
(Typed or Printed)

Signature of Authorized Representative: _____
(Date)

KANSAS DEPARTMENT OF TRANSPORTATION

CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

CLARIFICATION

The term "Contractor" is understood to include the Contractor, the Contractor's assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations**: The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment**: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration's nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

State of Kansas
Department of Administration DA-146a
(Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

> The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.
>
> The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability**: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority to Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility for Taxes**: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information**: **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.***

12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

City of Sedgwick
City Council Meeting
March 5, 2025

TO: **Mayor and City Council**

SUBJECT: **Kennel Agreement - CHHS**

INITIATED BY: **Police Department – Chief Hall**

AGENDA: **New Business**

Recommendation: Approve the contract with Caring Hands Humane Society as presented.

Background: Our community continues to deal with the challenge of animals running at large within the community. In our 2024 Community Satisfaction Survey our police department scored high in almost every area, but the Animal Control category showed a significant departure. The Sedgwick Police Department has a desire to improve this service, in a cost-effective and effective manner.

Our current procedure involves capturing the stray animal and housing it at a kennel located at the wastewater treatment plant. The kenneling process is state mandated and requires Officers to check on the welfare of the animal multiple times a day, provide food and water, and maintain a clean environment for the animal during the hold. Providing this care for a mandated three-day period results in added non-recoverable expenditures to the Police Department. In addition to caring for animals, the Police Department is mandated to maintain an emergency evacuation policy should we experience a severe weather event (Extreme head / cold, flooding, wildfire, etc.) The proposed agreement would alleviate the responsibility of the Police Department in maintaining a City operated kennel. City staff would have the ability to deliver to Caring Hands Humane Society (CHHS), uninjured dogs and cats taken into custody by the city during normal operating hours, as well as, after hours through the approved process.

Financial Considerations: If approved, the contractual amount per day per animal would be $20; with a normal maximum hold timeline of three (3) days. This cost will be borne to the owner of the animal and be paid directly to CHHS prior to the animal being released. In the event that the owner of the animal could not be located, the City would be responsible for the contractual amount.

Animals that are taken to CHHS for a “bite hold” are subject to a mandatory ten (10) day hold, per Kansas State Law, unless informed otherwise in writing by City authorities. During the ten-day hold, if rabies testing concludes the animal is positive and euthanasia is required, the City will be responsible for the costs incurred by CHHS. These costs are subject to recovery from the owner via restitution through the court process.
Animals that are taken to CHHS associated with an abuse case will be held by CHHS until informed otherwise, in writing, by authorized City/Court personnel. All fees associated with abuse cases will be assessed to the city and recovered via restitution through the court process.

Recommendations/Actions: It is recommended that the governing body approve the contract with Caring Hands Humane Society as presented.

Attachments: Contract

ANIMAL SHELTER SERVICES AGREEMENT

THIS AGREEMENT, entered into this __ day of _____ 2025, by and between the **CITY OF SEDGWICK**, a municipality, (herein referred to as City) and the **Caring Hands Humane Society** (herein referred to as CHHS), a non-profit organization, is as follows:

WHEREAS, the above-mentioned City presently provides animal control services on behalf of its citizens, and employs City employees whose duties include the taking into custody of strays and other abandoned, abused, dangerous and injured animals; and

WHEREAS, the CHHS will be able to provide for the further care and disposition of such animals, including adoption, beyond the needs of the City in fulfillment of its animal control services, which additional services would serve to provide for the greater community good: and

WHEREAS, the City and CHHS desire to enter into a contractual commitment which will provide such animal shelter services to the City by CHHS.

NOW, THEREFORE, it is by the parties agreed as follows:

1. CHHS shall continue to maintain and operate an animal shelter facility in the City of Newton, Kansas, which shall be suitable for the humane housing, boarding and care of animals, and which shall be approved for such use by the City. The said animal shelter facilities shall be always maintained in a clean and sanitary manner. The State of Kansas inspects the CHHS facilities regularly and copies of these inspections shall be made available upon request by the City.

2. CHHS shall staff the animal shelter with one or more full-time, on duty personnel during normal business hours, such that the facility shall be accessible to the City during normal business hours consistent with the purpose of this agreement. City staff shall have access to the facility hold cages for after-hours transports. After hours intakes must be placed in the available overnight holding, and intake paperwork filled out. In the event the overnight holding is unavailable, City staff shall make contact with the emergency contact for the shelter to determine proper placement of the animal(s).

3. Throughout the term of this agreement, the City may deliver to CHHS uninjured dogs and cats taken into custody by the City, and that CHHS shall receive and hold such animals for a minimum of three (3) business days, as stated in Kansas State law. All injured animals shall be delivered by the City to a veterinarian, which animals may be transferred to CHHS after veterinary treatment has been provided. The City incurs the cost of medical care provided.

4. CHHS shall deliver all such animals to their owners when due and proper claim therefore is made pursuant to the ordinances of the City. CHHS shall establish and maintain an animal adoption program for unclaimed dogs and cats, which shall include the requirement that each animal adopted shall be vaccinated for rabies, and shall be microchipped, spayed or neutered. CHHS shall maintain reasonable procedures necessary to monitor compliance with such requirements.

5. Except as to animals that City officers or officials have specifically directed euthanized, CHHS may, at its discretion and at its own expense, keep and maintain any animals delivered to it by the City beyond the time provided for it to be reclaimed or adopted.

6. CHHS shall keep and maintain records of each animal delivered to it by the City. CHHS shall keep all animals that are stray, brought into them by the City for three (3) business days. After the three (3) days, CHHS may adopt or euthanize as it deems.

7. The City shall pay $20.00 a day per animal brought to CHHS by the City for boarding up to three (3) business days. This amount will be paid by the City if the animal is unclaimed. If the animal is claimed by the owner, the owner will then pay the fees directly to CHHS.

8. Animals which have been brought to CHHS by authorized city personnel for "bite holds" are subject to a mandatory ten (10) day hold, as stated in Kansas law, unless informed otherwise in writing by City authorities. The "bite hold" time period fee will be the responsibility of the City. After ten (10) days, CHHS may return the animal to the owner, place for adoption, or euthanize if deemed necessary. If euthanasia has been court ordered by the City, the City will be responsible for the euthanasia fee. If the owner reclaims the animal, the owner will be responsible for paying the fees directly to CHHS. In lieu of a bite hold and with agreement of the animal owner, euthanasia & rabies testing costs will be the responsibility of the City.

9. Animals which have been brought in as "abuse" cases will be held by CHHS until informed otherwise, in writing, by authorized City/Court personnel. City/Court authorities will notify CHHS as to the disposition of the animal; at this point the animal may be returned to owner, offered for adoption, or euthanized. The boarding fee will be the responsibility of the City/Court. If euthanasia has been court ordered by the City, the City will be responsible for the euthanasia fee.

10. CHHS will receipt all associated fines and fees for the City of Sedgwick as they are defined by the City of Sedgwick Animal Policy Fee Schedule prior to an animal's release. All fines and fees collected will be sent to the Sedgwick Police Department by the 30th of each month, accompanied by a detailed summary to include: customers name, address, contact information, animal, city tag number, fee amount assessed.

11. CHHS will submit an itemized bill to the Sedgwick Police Department, court@cityofsedgwick.org, for processing and approval of animals not claimed by their owners on a monthly basis.

12. The City shall be responsible for all animals while within the custody of the City and prior to the delivery to CHHS facility, and shall indemnify and hold CHHS harmless as to any claims of damage or injury of any kind or nature whatsoever while the animals are within the City's control. CHHS shall be responsible for all animals while in custody of CHHS and after delivery to CHHS by the City, and shall indemnify and

hold the City harmless as to any claims of damage or injury of any kind or nature whatsoever while the animals are within CHHS control.

13. This agreement shall be effective from _____ through _____, when it will then be renegotiated yearly. Either party may terminate the contract with ninety (90) days written notice to the other party: or it may be terminated at any time by mutual consent.

14. It is expressly agreed that all references herein to the law and ordinances of the City shall and do include all future amendments and additions to said laws and ordinances; provided, however, that if any such amendments or additions serve to materially alter the responsibilities of CHHS hereunder, or serve to materially increase their liability exposure, then CHHS shall be entitled to terminate this contract at any time upon or after the effective date of such amendments or additions, upon notice to City.

IN WITNESS WHEREFORE, the parties have signed and executed this AGREEMENT of the date above written.

CITY OF _____

_____
MAYOR

ATTEST: _____
CITY CLERK

CARING HANDS HUMANE SOCIETY

_____
Executive Director

ATTEST:_____
SECRETARY