



REGULAR COUNCIL MEETING, MAY 21, 2025

Wednesday, May 21, 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_____

Jeremy Burkholder_____

Josh Liby_____

Dan Hartman_____

Brenda DeHaven_____

Others present _____

APPROVAL OF AGENDA

Motion to approve the agenda as presented.

Motion by _____

Second by _____

HEARINGS / PRESENTATIONS / PUBLIC FORUM

1. Sedgwick High School Forensics Team

STAFF REPORTS

- [2.](#) Kyle Nordick, City Administrator
- [3.](#) McDonald Tinker PA, City Attorney
- [4.](#) Bryan Hall, Police Chief

CONSENT AGENDA

Motion to approve the Consent Agenda as presented.

Motion by _____

Second by _____

- [5.](#) Minutes of May 7, 2025, Regular Meeting
- [6.](#) Approval of Payroll May 9, 2025 Amount \$30,268.95
- [7.](#) Approval of General Disbursement Checks Amount \$203,805.29
- [8.](#) Ag Lease - Harper

OLD BUSINESS

- [9.](#) Distressed Property - 117 S. Washington
Council Determination
Motion by _____
Second by _____

NEW BUSINESS

- [10.](#) 2024 Financial Audit
Motion to receive and file the 2024 Financial Audit
Motion by _____
Second by _____
- [11.](#) Discuss and Consider Records Retention Policy
Motion to approve the records retention policy as presented.
Motion by _____
Second by _____
- [12.](#) Discuss and Consider Approving Resolution 05212025A Determining The Advisability Of Sanitary Sewer Main Improvements - Cardinal 2nd Addition
Motion to accept the petition and approve Resolution 05212025A, a resolution determining the advisability of the making of certain internal improvements in the City of Sedgwick, Kansas; making certain findings with respect thereto; and authorizing and providing for the making of the improvements in accordance with such findings.
Motion by _____
Second by _____
- [13.](#) Discuss and Consider Approving Resolution 05212025B Determining The Advisability of Water Distribution Improvements For Cardinal 2nd Addition
Motion to accept the petition and approve Resoultion 05212025B, a resolution determining the advisability of the making of certain internal improvements in the City of Sedgwick, Kansas; making certain findings with respect thereto; and authorizing and providing for the making of the improvements in accordance with such findings.
Motion by _____
Second by _____

14. Ordinance 912 - Temporary Licensure

Motion to approve Ordinance 912 as presented.

Motion by _____

Second by _____

15. Sales and Solicitation Permit

Motion to approve the changes to the Sales and Solicitation Permit as presented.

Motion by _____

Second by _____

16. Ordinance 913 - Open Burning

Motion to approve Ordinance 913 as presented.

Motion by _____

Second by _____

17. 2025 Lease Agreement - Lillian Tear Library

Motion to approve the lease agreement as presented.

Motion by _____

Second by _____

18. Compensatory Time Policy

Motion to approve the policy as presented.

Motion by _____

Second by _____

GOVERNING BODY REMARKS

ADJOURN

Motion to adjourn the Regular Council Meeting at _____ PM.

Motion by _____

Second by _____

THE GOVERNING BODY WILL ADJOURN INTO A WORKSHOP

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

Agenda Published on 5/16/2025 at 3:58 PM.



City of Sedgwick
City Council Meeting
May 21, 2025

TO: Mayor and City Council

SUBJECT: Staff Report

INITIATED BY: Administration

Vehicle Purchase: Two vehicles were purchased via auction this past week. The 2015 Ford Explorer will be the replacement vehicle for EMS Director Anderson and comes fully equipped with emergency response equipment. Although 10 – years old, the vehicle was used minimally having 48,000 miles on it with little to no wear and tear. This vehicle was purchased through the EMS Capital Equipment budget for \$7,700. The second vehicle is a 2014 Dodge Ram 2500 Crew Cab pickup that serves as the replacement of the 2005 Dodge 2500 single cab pickup in use with Public Works & Utilities. This vehicle was purchased through the Capital Equipment budget for \$9,600. The outgoing vehicles will be auctioned off later this year and the monies collected utilized to repay the respective accounts.

Pool Opening: The Sedgwick Community Pool will open Saturday, May 24, 2025, at 1PM. I want to take the time to thank our PW & Utilities and Pool Staff for their hard work last week painting the pool and getting it ready for opening day.



City of Sedgwick
City Council Meeting
May 21, 2025

TO: Mayor and City Council

SUBJECT: Staff Report

INITIATED BY: Police Chief Hall

Code Violations:

2024 violations:

We started 2024 with 10 properties who had failed to remediate code violations from the previous year. As of this date, 4 of the properties have come into compliance, one is in the process of coming into compliance, and the other 5 are in the process of taking civil action.

2025 violations:

March through May 15th, 2025

We started the enforcement season in Mid-March of 2025. We have had a spring season with higher-than-average precipitation which led our officers to showing more grace with grass heights in March and April. So far, we have identified 29 properties with code violations, and initiated contact with the property owners. After notification, 20 properties have come into compliance, 5 are still within their 10-day notice, and 4 remain out of compliance and will receive notification of pending civil action.

Department News:

We have hired Kyle Woods as second full-time officer. Kyle is coming to us with experience as a ballistics technician in a National Institute of Justice Ballistics laboratory and is currently a contract employee of the Bureau of Alcohol, Tobacco, and Firearms, as a NIBIN specialist. Kyle is also a part time firearms and tactics instructor for a local training academy. Kyle will be starting with our agency on May 27th and will be joining the 346th Basic Training Class at the Kansas Law Enforcement Training Center June 1, 2025 – September 12, 2025. Kyle will begin a field training program upon graduation from KLETC. We will have him stop in to meet each of you at a later council meeting.



REGULAR COUNCIL MEETING, MAY 7, 2025

Wednesday, May 07, 2025 at 6:30 PM
Council Chambers, 520 N. Commercial Ave.

MINUTES

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

CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

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

The Mayor led the Pledge of Allegiance.

Council Members present

Kramer Siemens_____

Jeremy Burkholder_____

Josh Liby_____

Dan Hartman_____

Brenda DeHaven_____

Others present _____

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

Jeremy Burkholder

OTHERS PRESENT: Kyle Nordick, City Administrator; Shelia Agee, City Clerk; Matthew Gorney, City Attorney; Bill Bush, Harvey County NOW; Larry Kleeman, Ranson Financial; Dominic Eck, Gilmore & Bell

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 DeHaven.

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

HEARINGS / PRESENTATIONS / PUBLIC FORUM

MAYORAL APPOINTMENTS

Mayor Chapman presented the list of appointments for City positions and Committees.

Official Newspaper – Harvey County NOW

Official City Depository – Legacy Bank

City Clerk - Shelia Agee

Municipal Court Judge – Joy Williams

City Treasurer – Debbie Harrison

Chief of Police – Bryan Hall

Fire Chief – Zane Hansen

Historical Society – Monty Leonard (3rd Term), Madeline Mosiman (2nd Term)

Housing Authority – Appointment (1st Term), Appointment (Partial Term)

Library Board – Appointment (1st Term), Larrah Bills (1st Full Term)

Planning Commission – Seth Queen (2nd Term), Scott Thomas (2nd Term), Appointment (Partial Term), Appointment (Partial Term), Appointment (Partial Term)

Recreation Commission—Appointment (1st Term)

- 1. Mayor's Slate of Appointments

Motion to approve the slate of appointments as presented.

Motion by _____

Second by _____

Motion to approve the slate of appointments as presented.

Motion made by Hartman, Seconded by Liby.

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

2. Swearing In of City Clerk

Mayor Chapman affirmed City Clerk, Shelia Agee.

STAFF REPORTS

3. Kyle Nordick, City Administrator

Kyle Nordick, City Administrator, urged citizens to get involved and run for Council or one of the local committees. He informed Council of City Wide Cleanup this Saturday, the pool sandblasting is underway, BG Consultants will present at next meeting, and old maintenance shop has been torn down.

4. McDonald Tinker PA, City Attorney

City Attorney, Matthew Gorney, asked if the Council had any questions for him and informed Council all information would be presented during agenda items.

CONSENT AGENDA

Motion to approve the Consent Agenda as presented.

Motion by _____

Second by _____

Motion to approve the Consent Agenda as presented.

Motion made by Hartman, Seconded by Liby.

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

- 5. Minutes of April 16, 2025, Regular Meeting
- 6. Approval of Payroll April 25, 2025 Amount \$30,185.65
- 7. Approval of General Disbursement Checks Amount \$152,730.94

NEW BUSINESS

8. Resolution 05072025A

Approve Resolution 05072025A, a resolution approving the sale of real estate as presented.

Motion by _____

Second by _____

Motion to approve Resolution 05072025A, a resolution approving the sale of real estate as presented.

Motion made by Siemens, Seconded by Burkholder.

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

9. Discuss and Consider Purchase Agreement - Gladius

Approve the purchase agreeemnt with Gladius et Scutum Spendthrift as presented.

Motion by _____

Second by _____

Motion to approve the purchase agreeemnt with Gladius et Scutum Spendthrift as amended.

Motion made by Hartman, Seconded by Siemens.

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

10. Report of Bids - Taxable GO Bonds, Series 2025A

Motion to accept the bid and authorize the Mayor and City Clerk to execute the bid form selling the Bonds to the best bidder on the basis of the bid and the terms specified in the Notice of Bond Sale.

Motion by _____

Second by _____

Motion to accept the bid and authorize the Mayor and City Clerk to execute the bid form selling the Bonds to Central States on the basis of the bid and the terms specified in the Notice of Bond Sale.

Motion made by Hartman, Seconded by Siemens.

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

11. Ordinance 911 - Taxable GO Bonds Series 2025A

Motion to adopt Ordinance 911 as presented.

Motion by _____

Second by _____

Motion to adopt Ordinance 911 as presented.

Motion made by Siemens, Seconded by Hartman.

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

12. Resoultion 05072025B - Sale and Delivery of Taxable GO Bonds, Series 2025A

Motion to approve Resolution 05072025B, a resolution prescribing the form and details of and authorizing and directing the sale and devliery of taxable general obligation bonds, series 2025A, of the City of Sedgwick, Kansas, previously authorized by Ordinance No. 911 of the issuer; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith.

Motion by _____

Second by _____

Motion to approve Resolution 05072025B, a resolution prescribing the form and details of and authorizing and directing the sale and devliery of taxable general obligation

bonds, series 2025A, of the City of Sedgwick, Kansas, previously authorized by Ordinance No. 911 of the issuer; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith.

Motion made by Siemens, Seconded by Hartman.

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

13. Plat Review - Cardinal 2nd Addition

Motion to approve Cardinal 2nd Addition Final Plat as presented.

Motion by _____

Second by _____

Motion to approve Cardinal 2nd Addition Final Plat as presented.

Motion made by Liby, Seconded by Burkholder.

Voting Yea: Hartman, Siemens, Liby, Burkholder

Voting Nay: DeHaven

14. 2026 Budget Calendar

Motion to approve the 2026 Budget Calendar as presented.

Motion by _____

Second by _____

Council agreed to accept calendar. No motion needed.

15. Harvey County EDC Appointment

Motion to appoint _____ and _____ as representatives for the City of Sedgwick to the Harvey County EDC Board.

Motion by _____

Second by _____

Motion to appoint Dan Hartman and Kyle Nordick as representatives for the City of Sedgwick to the Harvey County EDC Board.

Motion made by DeHaven, Seconded by Siemens.

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

16. 2025 Q1 Financial Report

Motion to receive and file the 2025 Q1 Financial Report.

Motion by _____

Second by _____

Motion to receive and file the 2025 Q1 Financial Report.

Motion made by Hartman, Seconded by Siemens.

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

GOVERNING BODY REMARKS

Cemetery has some branches that need removed before Memorial weekend.

ADJOURN

Motion to adjourn the Regular Council Meeting at _____ PM.

Motion by _____

Second by _____

Motion to adjourn the Regular Council Meeting at 7:08pm.

Motion made by Burkholder, Seconded by Hartman.

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

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

Agenda Published on 5/2/2025 at 3:20 PM.

DRAFT

May 21, 2025

PAYROLL CHECKS - DIRECT DEPOSIT

5-9-25 \$ 30,268.95

TOTAL PAYROLL CHECKS \$ 30,268.95

GENERAL DISBURSEMENT CHECKS-AAACAR \$ 75,193.88

GENERAL DISBURSEMENT CHECKS-AAACAS \$ 20,892.35

GENERAL DISBURSEMENT CHECKS-AAACAW \$ 107,719.06

GENERAL DISBURSEMENT CHECKS-AAACA

GENERAL DISBURSEMENT CHECKS-AAACA

GENERAL DISBURSEMENT CHECKS-AAACA

TOTAL DISBURSEMENT CHECKS \$ 203,805.29

AP Enter Bills Edit - Council Report

City of Sedgwick (SEDGKS)
Batch: AAACAR

5/9/2025 9:45:24 AM

Page 1

Vendor	Description	Check Date	Invoice#	Check#	Check Total
AG SPRAY EQUIPMENT	AG SPRAY	05/09/2025	976326	71777	\$43.87
BG CONSULTANTS, INC.	FIRE BLDG ENG DESIGN	05/09/2025	02	71778	\$19,745.00
BUMPER TO BUMPER	RENTAL	05/09/2025	5/09/25	71779	\$74.00
BURRIS FABRICATION	VEHICLE BATTERIES	05/09/2025	5887	71780	\$1,045.75
CULLIGAN OF WICHITA	DRINKING WATER	05/09/2025	790948	71781	\$36.40
EVERGY	EMS HOUSING ELEC SVC	05/09/2025	050925	71782	\$93.94
FOLEY INDUSTRIES	BACKHOE PARTS	05/09/2025	00C680774 A B C D	71783	\$4,116.40
GALLS, LLC	EMS	05/09/2025	031230547	71784	\$193.70
HORSLEY WELDING SERVICE	DEMOLITION	05/09/2025	1057	71785	\$5,000.00
HARVEY COUNTY ECONOMIC DEVEL	DUES	05/09/2025	2013-1553	71786	\$1,000.00
INTRUST BANK	MISC CHARGES	05/09/2025	050925INTRUST	71787	\$5,164.97
KDHE-BUREAU OF WATER	WWTP	05/09/2025	050925	71788	\$185.00
KANSAS STATE TREASURER	COURT REV	05/09/2025	050925	71789	\$385.00
LANDWORKS STUDIO	PARKS MASTER	05/09/2025	2410003	71790	\$5,270.00
LOGO DEPOT	FIRE/EMS SHIRTS	05/09/2025	S 163854 E 163726	71791	\$3,353.75
JAKE MASTERSON	EPR CONF-MASTERSON	05/09/2025	050925	71792	\$130.75
NEW MEDICAL HEALTH CARE, LLC	PHYSICALS	05/09/2025	050925	71793	\$320.00
CITY OF NEWTON	WATER TREATMENT	05/09/2025	050925WTRTRTMNT	71794	\$5,310.42
OFFICE OF ACCOUNTS AND REPORT	BUDGET WORKSHOP	05/09/2025	050925	71795	\$150.00
PRIDE AG RESOURCES	GRASS FEED	05/09/2025	050925	71796	\$414.06
PAYMENT SERVICES NETWORK, INC.	PSN SERVICE FEES	05/09/2025	309977	71797	\$64.90
QUILL	OFFICE SUPPLIES	05/09/2025	43842537	71798	\$39.89
SAM'S CLUB	PARKS MASTER FOOD	05/09/2025	050925SAMS	71799	\$157.45
STUCKY FARM & LAWN	MOWER QWICKCHUTES	05/09/2025	5340	71800	\$691.90
TROJAN TECHNOLOGIES CORP	WWTP UV SLEEVES	05/09/2025	50002788	71801	\$1,483.76
UNDERGROUND VAULTS & STORAGE	OFFSITE FILE STORAGE	05/09/2025	5002222	71802	\$56.25
VARNEY & ASSOCIATES, LLC	AUDIT SERVICES	05/09/2025	97073	71803	\$9,500.00
VERIZON WIRELESS	MDT & CELL SERVICE	05/09/2025	6111787602	71804	\$444.64
VINCE GARCIA LEGACY FUND	V GARCIA DONATION	05/09/2025	050925VG	71805	\$100.00
WASTE CONNECTIONS	MONTH LY TRASH/RECYC	05/09/2025	19024827V025	71806	\$7,198.52
WHITE STAR	SKID STEER PARTS	05/09/2025	05322216	71807	\$122.38

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City of Sedgwick (SEDGKS)
Batch: AAACAR

5/9/2025 9:45:24 AM

Page 2

Vendor	Description	Check Date	Invoice#	Check#	Check Total
WHOLESALE WATER SUPPLY DISTRI	3/15/25-4/14/25 WTR	05/09/2025	INV03157	71808	\$3,301.18

Total Direct Expense: \$75,193.88
Total Immediate Payments: \$75,193.88

Report Summary

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

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City of Sedgwick (SEDGKS)
Batch: AAACAR

5/9/2025 9:34:04 AM

Page 1

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
2	AG SPRAY / AG SPRAY EQUIPMENT	5/9/2025	5/9/2025	976326	\$43.87
1	01-08-70-7110 SPRAYER EQUIPMENT			0.5 \$43.8500	\$21.93
2	01-10-70-7110 SPRAYER EQUIPMENT			0.5 \$43.8700	\$21.94
3	BG / BG CONSULTANTS, INC.	5/9/2025	5/9/2025	02	\$19,745.00
1	41-02-00-8210 FIRE EMS STATION ENG DESIGN			1.0 \$19,745.0000	\$19,745.00
4	BUMPER / BUMPER TO BUMPER	5/9/2025	5/9/2025	5/09/25	\$74.00
1	01-08-60-6240 GRASS DETHATCHER RENTAL			0.5 \$74.0000	\$37.00
2	01-10-60-6240 GRASS DETHATCHER RENTAL			0.5 \$74.0000	\$37.00
5	BURRIS FAB / BURRIS FABRICATION	5/9/2025	5/9/2025	5887	\$1,045.75
1	01-02-70-7120 AMBULANCE 31 BATTERIES			1.0 \$899.8000	\$899.80
2	01-04-70-7120 POLARIS RANGER UTV BATTERY			1.0 \$145.9500	\$145.95
32	CULLIGAN / CULLIGAN OF WICHITA	5/9/2025	5/9/2025	790948	\$36.40
1	01-01-60-6290 ALLOCATE CULLIGAN DRINKING WATER			0.0 \$36.4000	\$0.00
2	01-01-60-6290 DRINKING WATER-ADMIN			1.0 \$14.5600	\$14.56
3	01-03-60-6290 DRINKING WATER-PD			1.0 \$10.9200	\$10.92
4	13-00-60-6290 DRINKING WATER-SEWER			1.0 \$10.9200	\$10.92
6	EVERGY / EVERGY	5/9/2025	5/9/2025	050925	\$93.94
1	01-02-60-6180 CARDINAL COTTAGE-EMS HOUSING ELEC SVC			1.0 \$93.9400	\$93.94
7	FOLEY / FOLEY INDUSTRIES	5/9/2025	5/9/2025	00C680774 A B C D	\$4,116.40
1	01-10-70-7110 BACKHOE PARTS			0.3 \$4,116.4000	\$1,358.41
2	10-00-70-7110 BACKHOE PARTS			0.3 \$4,116.4000	\$1,399.58
3	13-00-70-7110 BACKHOE PARTS			0.3 \$4,116.4000	\$1,358.41
8	GALLS / GALLS, LLC	5/9/2025	5/9/2025	031230547	\$193.70
1	01-02-70-7250 EMS PANTS			2.0 \$68.0000	\$136.00
2	01-03-70-7250 PD NAMESTRIPS			1.0 \$57.7000	\$57.70
10	HORSLEY / HORSLEY WELDING SERVICE	5/9/2025	5/9/2025	1057	\$5,000.00
1	01-04-60-6100 DEMO WASHINGTON SHOP			0.3 \$5,000.0000	\$1,250.00
2	01-11-60-6100 DEMO WASHINGTON SHOP			0.3 \$5,000.0000	\$1,250.00
3	10-00-60-6100 DEMO WASHINGTON SHOP			0.3 \$5,000.0000	\$1,250.00
4	13-00-60-6100 DEMO WASHINGTON SHOP			0.3 \$5,000.0000	\$1,250.00
9	HRVY CO EDC / HARVEY COUNTY ECONOMIC DEVELOI	5/9/2025	5/9/2025	2013-1553	\$1,000.00
1	01-07-60-6410 MONTHLY CONTRIBUTION			1.0 \$1,000.0000	\$1,000.00

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City of Sedgwick (SEDGKS)
Batch: AAACAR

5/9/2025 9:34:04 AM

Page 2

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
1	INTRUST / INTRUST BANK	5/9/2025	5/9/2025	050925INTRUST	\$5,164.97
1	01-01-60-6200	AATRIX SOFTWARE-941 FILING	1.0	\$9.9900	\$9.99
2	01-01-60-6200	AATRIX SOFTWARE-NEW HIRE FILING	1.0	\$13.2900	\$13.29
3	01-01-70-7020	USPS-STAMPS PITNEY DOWN	1.0	\$29.2000	\$29.20
4	01-05-70-7020	USPS-MAIL CODE LETTERS	1.0	\$38.7200	\$38.72
5	01-01-60-6200	NETWORK SOLUTIONS-WEBSITE DOMAIN	1.0	\$45.9900	\$45.99
6	13-00-60-6700	KDHE-BUREAU OF WATER-VWV OP CERT RENEWAL	1.0	\$20.0000	\$20.00
7	01-01-60-6200	AATRIX SOFTWARE-NEW HIRE EFILE	1.0	\$13.2900	\$13.29
8	01-01-60-6720	DG-BDAY DRINKS	1.0	\$18.0200	\$18.02
9	01-01-60-6200	NETWORK SOLUTIONS-PRIVATE REGISTRATION	1.0	\$18.9900	\$18.99
10	01-03-70-7010	AMAZON-TRASH BAGS	1.0	\$10.9400	\$10.94
11	01-03-60-6720	BUFFALO WILD WINGS-TRAINING MEAL	1.0	\$40.0000	\$40.00
12	01-03-70-7010	AMAZON-NOTEPADS	1.0	\$30.4800	\$30.48
13	01-03-60-6120	CHARLIE'S CAR WASH-PD VEHICLE WASHES	1.0	\$30.0000	\$30.00
14	01-03-60-6710	RAINIER ARMS-FIREARMS TRAINING	1.0	\$30.0000	\$30.00
15	01-01-60-6720	BIG LARRY'S-STAFF LUNCH	1.0	\$22.8800	\$22.88
16	01-11-70-7110	MCCURDY REAL ESTATE-SKID STEER AUGERS AND HEAD UNI	0.3	\$2,889.7000	\$953.60
17	01-08-70-7110	MCCURDY REAL ESTATE-SKID STEER AUGERS AND HEAD UNI	0.3	\$2,889.7000	\$953.60
18	01-10-70-7110	MCCURDY REAL ESTATE-SKID STEER AUGERS AND HEAD UNI	0.3	\$2,889.7000	\$982.50
19	01-01-70-7010	AMAZON-MINUTES BOOK	1.0	\$183.8300	\$183.83
20	01-02-70-7420	AMAZON-EMS TOOLS/EQUIPMENT	1.0	\$146.9600	\$146.96
21	01-01-60-6200	CANVA MEMBERSHIP-GRAPHIC DESIGN SOFTWARE	1.0	\$15.0000	\$15.00
22	41-08-00-8210	PAYPAL-BIG SKY PARTY RENTAL-BOUNCE HOUSES PARKS MA	1.0	\$692.6600	\$692.66
23	01-01-60-6720	DG STAFF LUNCH DRINKS	1.0	\$13.7700	\$13.77
24	01-01-60-6720	MEETING HOUSE-DEVELOPER MEETING	1.0	\$25.8800	\$25.88
25	41-08-00-8210	META-PARKS MASTER PLAN AD	1.0	\$35.0000	\$35.00
26	41-08-00-8210	META-PARKS MASTER PLAN AD	1.0	\$35.0000	\$35.00
27	10-00-60-6700	KDHE-BUREAU OF WATER-WATER EXAM	1.0	\$25.0000	\$25.00
28	01-01-60-6720	KILROY'S BDAY LUNCH	1.0	\$131.8900	\$131.89
29	01-01-60-6290	META-CITY AD	1.0	\$39.0000	\$39.00
30	36-00-00-8210	AAA PORTABLE-MKT TOILETS	1.0	\$120.7500	\$120.75
31	01-02-60-6700	KS BRD OF EMS APP	1.0	\$100.0000	\$100.00
32	01-02-60-6700	KS BRD OF EMS APP	1.0	\$80.0000	\$80.00
33	01-02-70-7010	WALMART-CLEANING SUPPLIES	1.0	\$87.5800	\$87.58
34	10-00-60-6720	B&C BBQ-WTR CONF LUNCH	1.0	\$75.2800	\$75.28
35	10-00-60-6720	CENTURY II PARKING-WTR CONF	1.0	\$5.0000	\$5.00

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City of Sedgwick (SEDGKS)
Batch: AAACAR

5/9/2025 9:34:04 AM

Page 3

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	
36	10-00-60-6720	CENTURY II PARKING-WTR CONF	1.0	\$4.3500	\$4.35	
37	10-00-60-6720	TJ'S BURGER HOUSE-WTR CONF	1.0	\$52.8300	\$52.83	
38	01-11-60-6720	FREDDY'S-MGMT CLASS LUNCH	1.0	\$13.5500	\$13.55	
39	01-11-60-6720	GAMBINO'S-MGMT CLASS LUNCH	1.0	\$14.0000	\$14.00	
40	10-00-70-7020	USPS-WATER SAMPLE POSTAGE	1.0	\$6.1500	\$6.15	
11	KDHE-BUREAU OF WATER / KDHE-BUREAU OF WATER		5/9/2025	5/9/2025	050925	\$185.00
1	13-00-60-6700	WWTP FEE	1.0	\$185.0000	\$185.00	
12	KS TREASURER / KANSAS STATE TREASURER		5/9/2025	5/9/2025	050925	\$385.00
1	01-05-60-6310	COURT REVENUE	1.0	\$385.0000	\$385.00	
13	LANDWORKS / LANDWORKS STUDIO		5/9/2025	5/9/2025	2410003	\$5,270.00
1	41-08-00-8210	PARKS MASTER PLAN	1.0	\$5,270.0000	\$5,270.00	
33	LOGO / LOGO DEPOT		5/9/2025	5/9/2025	S 163854 E 163726	\$3,353.75
1	01-04-70-7250	FIRE SHIRTS	0.5	\$3,353.7300	\$1,676.87	
2	01-02-70-7250	EMS SHIRTS	0.5	\$3,353.7500	\$1,676.88	
14	MASTERSON / JAKE MASTERSON		5/9/2025	5/9/2025	050925	\$130.75
1	01-02-60-6720	EPR THE WORKS CONF UBER-MASTERSON	1.0	\$130.7500	\$130.75	
15	NEW MED / NEW MEDICAL HEALTH CARE, LLC		5/9/2025	5/9/2025	050925	\$320.00
1	01-03-60-6290	KYLE WOODS	1.0	\$160.0000	\$160.00	
2	01-11-60-6290	RILEY REQUA	1.0	\$160.0000	\$160.00	
16	NEWTON CITY / CITY OF NEWTON		5/9/2025	5/9/2025	050925WTRTRTMNT	\$5,310.42
1	10-00-60-6152	3-15-25 TO 4-17-25 WATER TREATMENT 396300 USAGE	1.0	\$5,310.4200	\$5,310.42	
17	OFFICE OF / OFFICE OF ACCOUNTS AND REPORTS		5/9/2025	5/9/2025	050925	\$150.00
1	01-01-60-6710	BUDGET WORKSHOP SHELIA	1.0	\$75.0000	\$75.00	
2	01-01-60-6710	BUDGET WORKSHOP KYLE	1.0	\$75.0000	\$75.00	
18	PRIDE AG / PRIDE AG RESOURCES		5/9/2025	5/9/2025	050925	\$414.06
1	01-01-70-7100	GRASS FEED & FERTILIZER-CH	1.0	\$286.9600	\$286.96	
2	01-08-70-7110	PAINT SUPPLIES-PARK EQUIPMENT	1.0	\$127.1000	\$127.10	
19	PSN / PAYMENT SERVICES NETWORK, INC.		5/9/2025	5/9/2025	309977	\$64.90
1	10-00-60-6210	PSN SERVICE FEES	0.5	\$64.9000	\$32.45	
2	12-00-60-6210	PSN SERVICE FEES	0.1	\$64.9000	\$6.49	
3	13-00-60-6210	PSN SERVICE FEES	0.4	\$64.9000	\$25.96	

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City of Sedgwick (SEDGKS)
Batch: AAACAR

5/9/2025 9:34:04 AM

Page 4

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
20	QUILL / QUILL	5/9/2025	5/9/2025	43842537	\$39.89
1	01-03-70-7010 COPY PAPER-PD			\$39.8900	\$39.89
21	SAMS / SAM'S CLUB	5/9/2025	5/9/2025	050925SAMS	\$157.45
1	41-08-00-8210 PARKS MASTER PLAN FOOD			\$157.4500	\$157.45
22	STUCKY FARM / STUCKY FARM & LAWN	5/9/2025	5/9/2025	5340	\$691.90
1	01-08-70-7110 GRAVELY AND BIG DOG MOWER QWICKCHUTES			\$691.9000	\$345.95
2	01-10-70-7110 GRAVELY AND BIG DOG MOWER QWICKCHUTES			\$691.9000	\$345.95
23	TROJAN / TROJAN TECHNOLOGIES CORP	5/9/2025	5/9/2025	50002788	\$1,483.76
1	13-00-70-7110 WWTP UV SLEEVES			\$1,483.7600	\$1,483.76
24	UNDERGROUND / UNDERGROUND VAULTS & STORAGE	5/9/2025	5/9/2025	5002222	\$56.25
1	01-01-60-6200 OFFSITE FILE STORAGE			\$56.2500	\$56.25
25	VARNEY / VARNEY & ASSOCIATES, LLC	5/9/2025	5/9/2025	97073	\$9,500.00
1	01-01-60-6220 AUDIT SERVICES			\$9,500.0000	\$9,500.00
27	VERIZON / VERIZON WIRELESS	5/9/2025	5/9/2025	6111787602	\$444.64
1	01-11-60-6180 MAINT LAPTOP MDT			\$40.0100	\$40.01
2	01-03-60-6180 PD CELL PHONE SERVICE			\$83.0400	\$83.04
3	01-03-60-6180 PD DASH CAMS			\$80.0200	\$80.02
4	01-02-60-6180 EMS MDT SERVICE			\$120.0300	\$120.03
5	01-11-60-6180 MAINT CELL SERVICE			\$41.5200	\$41.52
6	01-03-60-6180 PD MDT SERVICE			\$80.0200	\$80.02
28	VINCE / VINCE GARCIA LEGACY FUND	5/9/2025	5/9/2025	050925VG	\$100.00
1	01-07-60-6400 VINCE GARCIA DONATION			\$100.0000	\$100.00
29	WASTE CONNECTIONS / WASTE CONNECTIONS	5/9/2025	5/9/2025	19024827V025	\$7,198.52
1	12-00-60-6160 95 GALLON TRASH CART			\$10.6000	\$3,996.20
2	12-00-60-6160 65 GALLON TRASH CART			\$8.4800	\$1,221.12
3	12-00-60-6160 35 GALLON TRASH CART			\$8.4800	\$356.16
4	12-00-60-6160 SR 35 GALLON TRASH CART			\$7.4200	\$222.60
5	12-00-60-6160 SEDG CO SURCHARGE			\$2.5000	\$150.00
6	12-00-60-6160 RECYCLE			\$2.1300	\$1,252.44
7	12-00-60-6160 CART EXCHANGE			\$25.0000	\$0.00

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City of Sedgwick (SEDGKS)
Batch: AAACAR

5/9/2025 9:34:04 AM

Page 5

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
30	WHITE STAR / WHITE STAR	5/9/2025	5/9/2025	05322216	\$122.38
1	01-10-70-7110	SKIT STEER PARTS-ORINGS, ADAPTERS		0.3	\$122.3500
2	01-11-70-7110	SKIT STEER PARTS-ORINGS, ADAPTERS		0.3	\$122.3500
3	10-00-70-7110	SKIT STEER PARTS-ORINGS, ADAPTERS		0.3	\$122.3800
4	13-00-70-7110	SKIT STEER PARTS-ORINGS, ADAPTERS		0.3	\$122.3800
34	WHOLESALE WATER / WHOLESALE WATER SUPPLY DI	5/9/2025	5/9/2025	INV03157	\$3,301.18
1	10-00-60-6150	3/15/25-4/14/25 WATER USAGE 396300		1.0	\$3,301.1800

Grand Totals

Total Direct Expense:	\$75,193.88
Total Immediate Payments:	\$75,193.88

Report Summary

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

AP Bank Reconciliation Posting Audit Report

City of Sedgwick (SEDGKS)

05/09/2025 10:45:22 AM

Batch: AAACAS

User ID: SHELIA

Page 1

Bank Code: CKG LEGACY BANK

Vendor Tran#	Document #	Date	Type	User ID	Posting Reference	Total Amount
CARL B DAVIS, CHAPTER 13 TRUSTEE						
1	71809	05/09/2025	Check	SHELIA	AP0000001373AAACAS	\$668.31
Description:						
LEGACY BANK						
2	71810	05/09/2025	Check	SHELIA	AP0000001373AAACAS	\$9,576.73
Description:						
EMPOWER RETIREMENT						
3	71811	05/09/2025	Check	SHELIA	AP0000001373AAACAS	\$1,000.00
Description:						
KP&F						
4	71812	05/09/2025	Check	SHELIA	AP0000001373AAACAS	\$3,010.80
Description:						
KP&F98 POLICE						
5	71813	05/09/2025	Check	SHELIA	AP0000001373AAACAS	\$1,860.06
Description:						
KPERS						
6	71814	05/09/2025	Check	SHELIA	AP0000001373AAACAS	\$2,977.33
Description:						
KANSAS STATE WITHHOLDING TAX						
7	71815	05/09/2025	Check	SHELIA	AP0000001373AAACAS	\$1,799.12
Description:						

	Bank Totals	Items	Total Voids	Items
Checks	(\$20,892.35)	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:	(\$20,892.35)			

Report Totals

	Bank Totals	Items	Total Voids	Items
Checks	(\$20,892.35)	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:	(\$20,892.35)			

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City of Sedgwick (SEDGKS)
Batch: AAACAW

5/16/2025 10:36:48 AM

Page 1

Vendor	Description	Check Date	Invoice#	Check#	Check Total
AGRI ENVIRONMENTAL SERVICES	SLUDGE HAUL	05/15/2025	05162025	71817	\$1,802.50
CARING HANDS HUMANE SOCIETY	CAT TNR	05/15/2025	0001	71818	\$770.00
COLUMN SOFTWARE PBC	ORD 911 LEGAL NOTICE	05/15/2025	35740584-0036	71819	\$52.80
EMS MANAGEMENT & CONSULTANTS	EMS CODED TRIPS	05/15/2025	EMS-015301	71820	\$275.00
ENDURA	GARDEN SIGNS	05/15/2025	40319	71821	\$539.22
EVERGY	PD METER	05/15/2025	05162025	71822	\$26.55
FAMILY HEALTH AMERICA, LC	HRA ADMIN FEES	05/16/2025	05162025	71823	\$100.00
GALLS, LLC	PD UNIFORMS	05/15/2025	031313759	71824	\$256.94
HOLIDAY OUTDOOR DECOR	COMMUNITY TREE	05/15/2025	INV19813	71825	\$279.50
HORSLEY WELDING SERVICE	HYD VAC REPAIR	05/15/2025	1061	71826	\$970.00
LEAGUE OF KANSAS MUNICIPALITIES	CITY CLERK TRNG	05/15/2025	200015142	71827	\$75.00
MCDONALD TINKER PA	ATTY PROS SERVICES	05/15/2025	05162025	71828	\$7,483.83
MIDWEST PUBLIC RISK OF KANSAS, I	INSURANCE	05/15/2025	05162025	71829	\$67,380.00
CITY OF NEWTON	POLYGRAPH-WOODS	05/15/2025	03165	71830	\$100.00
PRIDE AG RESOURCES	WATER REPAIR TOOLS	05/15/2025	118524/3	71831	\$450.41
PURPLE WAVE, INC.	VEHCILE	05/15/2025	250513-116495	71832	\$19,030.00
QUIK PRINT	CODE DOOR HANGER	05/15/2025	31415	71833	\$213.96
QUILL	COPY PAPER	05/15/2025	43936410	71834	\$39.89
SDK LABORATORIES	WWTP LAB ANALYSIS	05/15/2025	05162025	71835	\$274.00
SHERWIN WILLIAMS	POOL PAINT SUPPLIES	05/15/2025	2299-2	71836	\$6,827.36
STAN GARNETT, INC	CH SPRINKLER PREP	05/15/2025	10081	71837	\$98.39
STATE OF KANSAS-DIRECTOR OF AC	AUDIT FILING FEE	05/15/2025	05162025	71838	\$300.00
WHITE STAR	SKID STEER PARTS	05/15/2025	05322470	71839	\$373.71

Total Direct Expense: \$107,719.06

Total Immediate Payments: \$107,719.06

Report Summary

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

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5/16/2025 10:05:26 AM

City of Sedgwick (SEDGKS)
Batch: AAACAW

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
2	AGRI ENVIRONMENTAL / AGRI ENVIRONMENTAL SERV	5/15/2025	5/15/2025	05162025	\$1,802.50
1	13-00-60-6160 05-13-25 SLUDGE HAUL 35,000 GAL			\$0.0515	\$1,802.50
3	CARING HANDS / CARING HANDS HUMANE SOCIETY	5/15/2025	5/15/2025	0001	\$770.00
1	01-03-60-6290 APRIL CAT TNR			\$70.0000	\$770.00
4	COLUMN / COLUMN SOFTWARE PBC	5/15/2025	5/15/2025	35740584-0036	\$52.80
1	01-01-60-6290 ORD 911 LEGAL NOTICE			\$52.8000	\$52.80
5	EMS MC / EMS MANAGEMENT & CONSULTANTS, INC	5/15/2025	5/15/2025	EMS-015301	\$275.00
1	01-02-60-6290 EMS CODED TRIPS			\$275.0000	\$275.00
6	ENDURA / ENDURA	5/15/2025	5/15/2025	40319	\$539.22
1	36-00-00-8210 COMMUNITY GARDEN SIGNS			\$539.2200	\$539.22
7	EVERGY / EVERGY	5/15/2025	5/15/2025	05162025	\$26.55
1	01-03-60-6180 PD ELECT METER			\$26.5500	\$26.55
1	FAMILY HEALTH / FAMILY HEALTH AMERICA, LC	5/16/2025	5/16/2025	05162025	\$100.00
1	03-00-60-6290 HRA ADMIN SERVICES FEE			\$100.0000	\$100.00
8	GALLS / GALLS, LLC	5/15/2025	5/15/2025	031313759	\$256.94
1	01-03-70-7250 PD PANTS-WOODS			\$84.9800	\$84.98
2	01-03-70-7250 PD BOOTS-WOODS			\$161.9600	\$161.96
3	01-03-70-7250 PD EMBLEMS			\$2.5000	\$10.00
10	HOLIDAY / HOLIDAY OUTDOOR DECOR	5/15/2025	5/15/2025	INV19813	\$279.50
1	01-07-60-6400 COMMUNITY CHRISTMAS EVENT TREE			\$279.5000	\$279.50
9	HORSLEY / HORSLEY WELDING SERVICE	5/15/2025	5/15/2025	1061	\$970.00
1	10-00-60-6110 HYD VAC REPAIR-LABOR			\$970.0000	\$485.00
2	13-00-60-6110 HYD VAC REPAIR-MATERIALS			\$970.0000	\$485.00
11	LKM / LEAGUE OF KANSAS MUNICIPALITIES	5/15/2025	5/15/2025	200015142	\$75.00
1	01-01-60-6710 CITY CLERK TRAINING-SHELIA			\$75.0000	\$75.00
12	MCDONALD TINKER / MCDONALD TINKER PA	5/15/2025	5/15/2025	05162025	\$7,483.83
1	01-01-60-6290 CITY ATTORNEY SERVICE			\$6,661.3300	\$6,661.33
2	01-05-60-6300 PROSECUTOR SERVICES			\$822.5000	\$822.50

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City of Sedgwick (SEDGKS)
Batch: AAACAW

5/16/2025 10:05:26 AM

Page 2

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
13	MPR / MIDWEST PUBLIC RISK OF KANSAS, INC	5/15/2025	5/15/2025	05162025	\$67,380.00
1	01-01-60-6250 ADMIN INS			0.1 \$67,379.9500	\$8,900.89
2	01-03-60-6250 PD INS			0.1 \$67,380.0000	\$8,867.21
3	01-05-60-6250 COURT/LEGAL INS			0.0 \$67,380.0000	\$828.77
4	01-04-60-6250 FIRE DEPT INS			0.1 \$67,380.0000	\$6,246.13
5	01-01-60-6250 LIBRARY INS			0.1 \$67,380.0000	\$5,141.09
6	01-08-60-6250 PARKS INS			0.1 \$67,380.0000	\$5,208.47
7	01-06-60-6250 POOL INS			0.1 \$67,380.0000	\$5,390.40
8	01-01-60-6250 SR CENTER INS			0.1 \$67,380.0000	\$3,921.52
9	01-09-60-6250 CEMETERY INS			0.0 \$67,380.0000	\$2,998.41
10	01-10-60-6250 STREETS INS			0.1 \$67,380.0000	\$4,885.05
11	12-00-60-6250 REFUSE INS			0.0 \$67,380.0000	\$889.42
12	10-00-60-6251 WATER INS			0.1 \$67,380.0000	\$7,627.42
13	13-00-60-6250 WWTP INS			0.1 \$67,380.0000	\$6,475.22
14	NEWTON CITY / CITY OF NEWTON	5/15/2025	5/15/2025	03165	\$100.00
1	01-03-60-6290 POLYGRAPH-WOODS			1.0 \$100.0000	\$100.00
15	PRIDE AG / PRIDE AG RESOURCES	5/15/2025	5/15/2025	118524/3	\$450.41
1	10-00-70-7420 WATER LINE REPAIR TOOLS			1.0 \$450.4100	\$450.41
16	PURPLE WAVE, INC / PURPLE WAVE, INC.	5/15/2025	5/15/2025	250513-116495	\$19,030.00
1	41-02-00-8210 2015 FORD EXPLORER			1.0 \$7,700.0000	\$7,700.00
2	17-00-70-7420 2014 RAM 2500			1.0 \$9,600.0000	\$9,600.00
3	41-02-00-8210 TAX EXEMPTION			1.0 \$1,730.0000	\$1,730.00
17	QUIK / QUIK PRINT	5/15/2025	5/15/2025	31415	\$213.96
1	01-03-60-6200 CODE VIOLATION DOOR HANGERS			1.0 \$213.9600	\$213.96
18	QUILL / QUILL	5/15/2025	5/15/2025	43936410	\$39.89
1	01-01-70-7010 COPY PAPER			0.2 \$39.8900	\$7.98
2	01-05-70-7010 COPY PAPER			0.1 \$39.8900	\$3.99
3	01-09-70-7010 COPY PAPER			0.1 \$39.8900	\$1.99
4	10-00-70-7010 COPY PAPER			0.3 \$39.8900	\$11.97
5	12-00-70-7010 COPY PAPER			0.1 \$39.8900	\$1.99
6	13-00-70-7010 COPY PAPER			0.3 \$39.8900	\$11.97
19	SDK / SDK LABORATORIES	5/15/2025	5/15/2025	05162025	\$274.00
1	13-00-60-6170 WWTP LAB ANALYSIS			1.0 \$274.0000	\$274.00

**City of Sedgwick
City Council Meeting
May 21, 2025**

TO: Mayor and City Council
SUBJECT: Agricultural Lease Agreement
INITIATED BY: Administration
AGENDA: Consent Agenda

Recommendation: It is recommended that council approve the agricultural lease agreement as presented.

Background: The City initiated an annual agricultural lease agreement with Mr. Harper to farm the 167.372 acres of undeveloped ground north of town. This year's lease agreement mirrors previous years with no changes.

Financial Considerations: If approved, the City will remit \$42 per acre on the leased ground.

Recommendations/Actions: It is recommended that the council approve the agricultural lease agreement as presented.

Attachments: Lease agreement

AGRICULTURAL LEASE AGREEMENT

THIS AGREEMENT made and entered into this 1st day of May, 2025, by and between the **City of Sedgwick, Kansas**, a municipal corporation, hereinafter referred to as "LESSOR", and **Frank Harper**, hereinafter referred to as "LESSEE",

WITNESSETH THAT:

1. **REAL ESTATE:** LESSOR for the consideration, covenants and agreements mentioned herein to be paid, kept and performed by LESSEE, has leased and let to LESSEE, and LESSEE has rented and taken from LESSOR, LESSOR's interest in that portion of and to the following described real estate **which is considered non-tillable**, and shall be used only for grass crops, to-wit:

Parcel 1: **106** acres for no-till crops

A portion of the Southeast Quarter of Section 27, Township 24 South, Range 1 West of the 6th Principal Meridian, Harvey County, Kansas described as follows:

Beginning at the Southeast corner of said Southeast Quarter; thence South 89°11'41" West (basis of bearing is assumed) along the South line of said Southeast Quarter 1322.71 feet to the Southeast corner of the East Half of said Southeast Quarter; thence South 89°11'55" West along the South line of said Southeast Quarter 1333.35 feet to the Southwest corner of said Southeast Quarter; thence North 00°41'50" West along the West line of said Southeast Quarter 1545.51 feet to the Easterly right-of-way line of Burlington Northern Santa Fe Railroad; thence North 21°53'27" East along the Easterly right-of-way line of said Railroad 1217.10 feet to the North line of said Southeast Quarter; thence North 89°27'13" East along the North line of said Southeast Quarter 2174.69 feet to the Northeast corner of said Southeast Quarter; thence South 00°59'47" East along the East line of said Southeast Quarter 2658.63 feet to the point of beginning, containing 156.009 Acres, subject to a road right-of-way easement across the East and South 30.00 feet thereof and any other easements of record.

AND ALSO

A portion of the Southwest Quarter of Section 27, Township 24 South, Range 1 West of the 6th Principal Meridian, Harvey County, Kansas described as follows:

Beginning at the Southeast corner of said Southwest Quarter; thence South 89°49'33" West (basis of bearing is assumed) along the South line of said Southwest Quarter 640.55 feet to the Easterly right-of-way line of Burlington Northern Santa Fe Railroad; thence North 21°53'27" East along the Easterly right-of-way line of said Railroad 1667.58 feet to the East line of said Southwest Quarter; thence South 00°41'50" East along the East line of said Southwest Quarter 1545.51 feet to the point of beginning, containing 11.363 Acres, subject to a road right-of-way easement across the South 30.00 feet thereof and any other easements of record.

Total Acreage equals 167.372 Acres. (106 acres of useable cropland)

It is expressly understood that **the non-tillable portion of the above-described acreage represents a total of 106 acres which shall be the total acreage for computation of the lease payment.**

It is further expressly understood that LESSOR reserves the right of ingress and egress upon the leased premises in order to facilitate preparation for development by survey or engineering crews, without prior notice and without compensation for any direct, consequential, or incidental damages. Such ingress and egress shall NOT be subject to payment for damages as contemplated in paragraph 2 herein.

2. **TERM:** The term of the lease shall be for a period of one year, beginning May 1, 2025 and ending April 30, 2026 without further notice or demand. Provided, however, parties hereto agree that LESSEE and LESSOR will meet between December 1, 2025 and January 31, 2026, to review the term of this Lease and to determine whether it should be extended for an additional one year term. The failure of the parties to meet shall result in the termination of this lease on February 28, 2026.

In the event the lease shall terminate on February 29, 2026, LESSEE shall be entitled to remove any growing crops as of the date of the termination from the real estate.

It is expressly understood between the parties hereto that LESSOR reserves the right, with a minimum notice period of one week to terminate this lease in whole or in part for any portion of the leased premises in order to facilitate development efforts for the subject property. In the event such termination shall occur, LESSOR shall refund to LESSEE the full amount of the cash payment tendered by the LESSEE at the beginning of the current lease term on that portion of the leased property so terminated.

Further, it is expressly understood between the parties hereto that, in the event the LESSOR does not renew this lease with the LESSEE for one additional term, **that LESSOR will pay the sum of \$ 42.00 per acre for any acreage within the leased premises that has been planted with and has an established crop of alfalfa or other perennial crop.** Such payment shall serve as full and complete compensation for the substantial investment LESSEE has incurred for that specific crop.

Any holding over or working of the property after termination of this lease shall not be construed as a renewal thereof.

3. **USE OF LAND:** This lease is for the production of crops therefrom, and LESSEE shall make no other use of the premises. LESSEE shall have the right to sublease the leased premises, or assign this lease, in part or in whole, only with the written consent of the LESSOR.

Except as otherwise provided herein, LESSEE shall take possession of the leased premises on an "as is-where is" basis.

4. RENT: As rent for the use of the leased premises during the term hereof, LESSEE agrees to pay LESSOR on the following basis:

(a) LESSOR shall receive a cash payment as follows:

- LESSOR shall receive a cash payment representing **forty-two dollars (\$42.00) per acre.**
- Such payment shall be tendered in full by LESSEE on or before April 30, 2025.
- Failure to timely tender such payment shall result in immediate termination of this lease agreement subject to the standard statutory rights of a year-to-year tenant regarding that portion of the leasehold with existing growing crops as of April 30, 2025.

5. EXPENSES: As to the expenses incident hereto, parties agree that LESSEE shall be responsible for all necessary expenditures incurred in the production of crops contemplated by this agreement.

6. CRP PROGRAM: Parties hereto agree that none of the land leased hereunder shall be placed in the government CRP program during the term of this lease or as otherwise extended without the agreement of both parties.

7. TAXES: LESSOR shall be obligated to pay all ad valorem taxes.

8. INSURANCE: LESSEE shall provide fire and extended coverage insurance on the leased premises, and all general farm or ranch liability insurance.

9. POSSESSION: LESSEE shall be entitled to possession of the leased premises in the following manner:

(a) LESSEE shall continue current possession of the real estate upon execution of the lease agreement.

10. INDEMNIFICATION: LESSEE will indemnify and hold LESSOR harmless from any loss, claim or damage by whatever means so ever to any persons injured while on said real estate during the term of this lease.

11. OIL AND GAS LEASES: Parties hereto agree that this lease is subject to existing oil and gas leases, if any, affecting the leased premises, and any oil and gas leases which LESSOR may execute. LESSOR's agents and assigns shall have the right, at all times, of ingress and egress on the premises to drill for and to transmit oil, gas, and other minerals, without compensation to LESSEE by LESSOR. LESSEE may, however, settle for and receive his share of all surface and crop damages from those performing such operations and causing such damage.

12. INSPECTION OF PREMISES: LESSOR shall have the rights, with reasonable notice, to come on the leased premises for the purposes of inspection to determine the need for required repairs and maintenance and LESSEE's compliance with this lease, or otherwise, in person or by representative or employees, provided that LESSOR shall not unduly interfere with LESSEE's agricultural operations thereby.

13. COVENANTS AND AGREEMENTS OF LESSOR: LESSEE covenants and agrees that:

- (a) They will maintain the lands in good and presentable condition and avoid the accumulation of unsightly material which would have an adverse affect on the appearance of the premises;
- (b) Reasonably protect the lands from erosion by the elements, and will suffer no noxious weeds or grasses to grow thereon;
- (c) Will promptly pay the rentals in the manner and form herein specified;
- (d) Will not place any acreage in any federal program without LESSOR's written consent first being obtained;
- (e) Will not commit or permit nor suffer any waste of the leases premises.

14. BREACH: Upon the failure of LESSEE to keep and perform all of the covenants herein, and after written notice thereof to LESSEE after which for thirty (30) days LESSEE fails to proceed with due diligence to correct the situation, LESSOR may, at their option, terminate this lease upon written notice to LESSEE. In the event of termination after default, LESSOR shall have and hereby reserves the right to enter upon the leased premises, to complete possession and control thereof, and to remove therefrom all property of LESSEE, at LESSEE's expenses, and in such event LESSOR shall be in no manner liable to LESSEE. Such lease termination and recovery of possession shall in no way impair any rights of LESSOR to enforce collection of any damages due or which may become due LESSOR by reason of breach of contract by LESSEE.

15. EMINENT DOMAIN: It is expressly understood and agreed if all or any material portion of the premises are taken by the exercise of Eminent Domain, LESSEE may cancel the lease by written notice, mailed to the LESSOR, within ten days of the taking, provided, that LESSEE shall not be precluded from participating in such proceedings to establish any damage resulting to it from such exercise of the right of Eminent Domain.

16. BANKRUPTCY: If LESSEE shall make any assignment for the benefit of creditors or shall be adjudicated bankrupt, or if any receiver is appointed for LESSEE, or their assets, or for LESSEE's interest under this lease, and if the appointment of such receiver is not vacated within five days, or if a voluntary petition is file under the

Bankruptcy Act by LESSEE, or if any involuntary petition is approved, then, in such event, LESSOR may, after giving LESSEE 10 days notice of such election, terminate LESSEE's rights to possession of the premises.

17. LIEN FOR UNPAID RENT: All property of LESSEE which is now or may hereinafter at any time for the term of this lease be in or upon said real estate, shall be bound by and subject to a lien for the payment of the rent herein reserved.

18. NOTICES: Any notice required or permitted hereunder or by law shall be sent by registered mail, with return receipt requested, postage prepaid, to LESSOR at 520 N. Commercial, PO Box 131, Sedgwick, Kansas 67135, and to LESSEE at 8426 S. Ridge Road, Sedgwick, Kansas 67135. All rent payments due hereunder shall be delivered to said LESSOR at the above address.

19. CONTINGENCY: This lease shall insure to the benefit of the heirs, administrators, executors, assigns, trustees and successors in interest of the respective parties hereto.

IN WITNESS WHEREOF, we have hereunto executed the above Lease Agreement on the day and year first above written.

LESSOR: The City of Sedgwick

Mayor

ATTEST:

City Clerk

SEAL

LESSEE: Frank Harper

By: _____

Title: _____

**City of Sedgwick
City Council Meeting
May 21, 2025**

TO: Mayor and City Council

SUBJECT: Distressed Property – 117 Washington

INITIATED BY: Administration

AGENDA: Old Business

Background: City Council passed Resolution 10162024A finding the structure located at 117 Washington dangerous and unsafe ordering the owner of the structure to remediate the issues or remove the structure within 45 days of the adoption of the resolution. At the meeting on October 16, 2024, it was reported that the owner of the structure abated the issues relating to access of the structure, but the structure was still full of accumulated junk/debris and still deemed unlivable due to a prior structure fire.

We have been in contact with the owner throughout the winter and early spring to encourage the property to be taken care of in accordance with the requirements set forth in the resolution. To date, nothing has changed, and the property still sits in the same condition. Staff obtained a quotation to have the structure demolished and debris removed from the property which came back at \$5,500.

Financial Considerations: If council determined to move forward with the city remediating the property, the cost for remediation would be assessed back to the property owner. It is not guaranteed that the funds will be recovered.

Recommendations/Actions: Council Determination

Attachments: None

**City of Sedgwick
City Council Meeting
May 21, 2025**

TO: Mayor and City Council

SUBJECT: Presentation of 2024 Financial Audit

INITIATED BY: Administration

AGENDA: New Business

Background: Varney & Associates performs the City's financial audit annually. They are here tonight to present their findings.

Financial Considerations: None

Recommendations/Actions: It is recommended that the City Council receive and file the 2024 Financial Audit.

Attachments: None.

CITY OF SEDGWICK, KANSAS

FINANCIAL STATEMENT

December 31, 2024

CITY OF SEDGWICK, KANSAS
TABLE OF CONTENTS
December 31, 2024

	<u>Page Number</u>
Independent Auditor's Report	1 - 2
Statement 1	
Summary Statement of Cash Receipts, Expenditures and Unencumbered Cash Regulatory Basis	3
Notes to Financial Statement	4 - 10
Schedule 1	
Summary of Expenditures - Actual and Budget - Regulatory Basis	12
Schedule 2	
Schedule of Receipts and Expenditures - Regulatory Basis - Actual and Budget	
General	13
Employee Benefits	14
Library	15
Special Street and Highway	16
Special Parks and Recreation	17
Schedule of Receipts and Expenditures - Regulatory Basis - Actual	
East Park Pond Project	18
Capital Improvement	19
Capital Equipment	20
ARPA	21
OPIOID/Drug Settlement	22
Operating Reserve	23
Chamber of Commerce	24
Asset Forfeiture	25
Schedule of Receipts and Expenditures - Regulatory Basis - Actual and Budget	
Bond and Interest	26
Water Operating	27
Refuse	28
Wastewater Treatment	29



April 15, 2025

Mayor and Council Members
City of Sedgwick, Kansas

Independent Auditor's Report

Adverse and Unmodified Opinions

We have audited the accompanying fund summary statement of regulatory basis receipts, expenditures, and unencumbered cash balances of the City of Sedgwick, Kansas (the City), as of and for the year ended December 31, 2024 and the related notes to the financial statement.

Adverse Opinion on U.S. Generally Accepted Accounting Principles

In our opinion, because of the significance of the matter discussed in the Basis for Adverse and Unmodified Opinions section of our report, the accompanying financial statement referred to above does not present fairly, in conformity with accounting principles generally accepted in the United States of America, the financial position of the City as of December 31, 2024, or changes in financial position and cash flows thereof for the year then ended.

Unmodified Opinion on Regulatory Basis of Accounting

In our opinion, the accompanying financial statement referred to above presents fairly, in all material respects, the aggregate cash and unencumbered cash balance of the City as of December 31, 2024, and the aggregate receipts and expenditures for they year then ended in accordance with the financial reporting provisions of the *Kansas Municipal Audit and Accounting Guide* (KMAAG) described in Note 1.

Basis for Adverse and Unmodified Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and KMAAG. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statement section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our adverse and unmodified audit opinions.

Matter Giving Rise to the Adverse Opinion on U.S. Generally Accepted Accounting Principles

As discussed in Note 1 of the financial statement, the financial statement is prepared by the City on the basis of the financial reporting provisions of the KMAAG, which is a basis of accounting other than accounting principles generally accepted in the United States of America. The effects on the financial statement of the variances between the regulatory basis of accounting described in Note 1 and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material.

Responsibilities of Management for the Financial Statement

Management is responsible for the preparation and fair presentation of the financial statement in accordance with KMAAG as described in Note 1; this includes determining regulatory basis of accounting is an acceptable basis for the preparation of the financial statement in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statement that is free from material misstatement, whether due to fraud or error.

In preparing the financial statement, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

April 15, 2025
 City of Sedgwick, Kansas
 (Continued)

Auditor's Responsibilities for the Audit of the Financial Statement

Our objectives are to obtain reasonable assurance about whether the financial statement as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statement.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statement.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the fund summary statement of regulatory basis receipts, expenditures, and unencumbered cash balances (basic financial statement) as a whole. The summary of regulatory basis expenditures-actual and budget, individual fund schedules of regulatory basis receipts and expenditures-actual and budget, schedule of regulatory basis receipts and expenditures-agency funds (Schedules 1 and 2 as listed in the table of contents) are presented for purposes of additional analysis and are not required part of the basic financial statement; however, are required to be presented under the provisions of the KMAAG. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statement. The information has been subjected to the auditing procedures applied in the audit of the basic financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statement or to the basic financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the accompanying supplementary information is fairly stated in all material respects, in relation to the basic financial statement as a whole, on the basis of accounting described in Note 1.

Varney & Associates, CPAs, LLC

Certified Public Accountants
 Manhattan, Kansas

CITY OF SEDGWICK, KANSAS
SUMMARY STATEMENT OF CASH RECEIPTS, EXPENDITURES AND UNENCUMBERED CASH
Regulatory Basis
 For the Year Ended December 31, 2024

Fund	Beginning Unencumbered Cash Balance	Prior Year Cancelled Encumbrances	Cash Receipts	Expenditures	Ending Unencumbered Cash Balance	Add: Outstanding Encumbrances and Accounts Payable	Ending Cash Balance
Governmental Funds							
General Fund	\$ 182,046	\$ -	\$ 1,354,408	\$ 1,425,400	\$ 111,054	\$ (13)	\$ 111,041
Special Purpose Funds							
Employee Benefits	97,656	-	232,497	203,893	126,260	-	126,260
Library	3,589	-	53,994	57,389	194	-	194
Special Street and Highway	15	-	213,137	213,152	-	1	1
Special Parks and Recreation	1,779	-	6,957	6,942	1,794	-	1,794
East Park Pond Project	5,239	-	22	2,882	2,379	-	2,379
Capital Improvement	965,160	-	503,582	509,630	959,112	-	959,112
Capital Equipment	439,296	-	234,308	324,496	349,108	-	349,108
ARPA	65,757	-	-	40,770	24,987	-	24,987
OPIOID/Drug Settlement	5,308	-	5,151	-	10,459	-	10,459
Operating Reserve	4,820	-	4,715	-	9,535	-	9,535
Chamber of Commerce	20	-	7,010	7,030	-	-	-
Asset Forfeiture	-	-	2,000	-	2,000	-	2,000
Bond and Interest	17,016	-	368,502	385,518	-	-	-
Business							
Water Operating	100,623	-	408,161	469,133	39,651	12,754	52,405
Refuse	10,620	-	123,245	124,024	9,841	-	9,841
Wastewater Treatment	66,794	-	279,945	321,350	25,389	(18)	25,371
Total Reporting Entity	\$ 1,965,738	\$ -	\$ 3,797,634	\$ 4,091,609	\$ 1,671,763	\$ 12,724	\$ 1,684,487

Composition of Cash

Checking	\$ 12,377
Money Market	5,391
Savings	1,559,742
Certificates of deposit	106,627
Petty cash	350
Total Reporting Entity	\$ 1,684,487

CITY OF SEDGWICK, KANSAS
NOTES TO FINANCIAL STATEMENT
 December 31, 2024

Note 1: Summary of Significant Accounting Policies

The City of Sedgwick, Kansas (the City) is a municipal corporation governed by an elected six-member council and mayor. The financial statement presents the City and its related municipal entity. The related municipal entity is included in the City's reporting entity because it was established to benefit the City and/or its constituents.

Regulatory Basis Fund Types

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. In the financial statement in this report, the various funds are grouped into generic fund types and broad fund categories as follows:

General Fund - The general fund is the chief operating fund of the City. It is used to account for all resources except those required to be accounted for in another fund.

Special Purpose Funds - Special purpose funds are used to account for the proceeds of specific tax levies and other specific revenue sources intended for specified purposes.

Bond and Interest Fund - Bond and interest fund is used to account for the accumulation of resources, including tax levies, transfers from other funds and payment of general long-term debt.

Business Funds - Business funds are used to account for funds financed in whole or in part by fees charged to users of the goods or services.

Basis of Accounting

The *Kansas Municipal Audit and Accounting Guide* (KMAAG) regulatory basis of accounting involves the recognition of cash, cash equivalents, marketable investments, and certain accounts payable and encumbrance obligations to arrive at net unencumbered cash and investments balance on a regulatory basis for each fund, and the reporting of changes in unencumbered cash and investments of a fund resulting from the difference in regulatory basis revenues and regulatory basis expenditures for the fiscal year. All recognized assets and liabilities are measured and reported at cost, unless they have been permanently impaired and have no future cash value or represent no future obligation against cash. The KMAAG regulatory basis does not recognize capital assets, long-term debt, accrued receivables and payables, or any other assets, liabilities or deferred inflows or outflows, other than those mentioned above.

The City has approved a resolution that is in compliance with K.S.A. 75-1120a(c), waiving the requirement for application of generally accepted accounting principles and allowing the City to use the regulatory basis of accounting.

Budgetary Information

The City Charter establishes the fiscal year as the twelve-month period beginning January 1. The Mayor and City Council prepare a budget of estimated expenditures and receipts for the ensuing fiscal year in accordance with State of Kansas Statutes. These statutes require that an annual operating budget be adopted for the general fund, special purpose funds (unless specifically exempted by statute), bond and interest funds, and business funds. Although directory rather than mandatory, the statutes provide for the following sequence and timetable in the adoption of the legal annual operating budget.

1. Preparation of the budget for the succeeding calendar year on or before August 1st.
2. Publication in local newspaper on or before August 5th of the proposed budget and notice of public hearing on the budget.
3. Public hearing on or before August 15th, but at least ten days after publication of notice of hearing.
4. Adoption of the final budget on or before August 25th.

CITY OF SEDGWICK, KANSAS
NOTES TO FINANCIAL STATEMENT (CONTINUED)
December 31, 2024

Note 1: Summary of Significant Accounting Policies (Continued)

Budgetary Information (Continued)

If the City is holding a revenue neutral rate hearing, the budget timeline for adoption of the final budget has been adjusted to on or before September 20th, but at least ten days after all statutory notification and publication requirements have been met. Municipal budgets requiring a hearing to exceed the revenue neutral rate should be adopted on or before October 1st but may not be adopted prior to the revenue neutral rate hearing. The City did hold a revenue neutral rate hearing for this year.

The statutes allow for the governing body to increase the originally adopted budget for previously unbudgeted increases in revenue other than ad valorem property taxes. To do this, a notice of public hearing to amend the budget must be published in the local newspaper. At least ten days after publication, the hearing may be held and the governing body may amend the budget at that time. There were no such budget amendments for this year.

The statutes permit transferring budgeted amounts between line items within an individual fund. However, such statutes prohibit expenditures in excess of the total amount of the adopted budget of expenditures of individual funds. Budget comparison statements are presented for each fund showing actual receipts and expenditures compared to legally budgeted receipts and expenditures.

All legal annual operating budgets are prepared using the regulatory basis of accounting, in which revenues are recognized when cash is received and expenditures include disbursements, accounts payable, and encumbrances, with disbursements being adjusted for prior year's accounts payable and encumbrances. Encumbrances are commitments by the City for future payments and are supported by a document evidencing the commitment, such as a purchase order or contract. Any unused budgeted expenditure authority lapses at year end.

A legal operating budget is not required for capital project funds, trust funds, and the following special purpose funds:

East Park Pond Project	Capital Improvement
Capital Equipment	ARPA
OPIOID/Drug Settlement	Asset Forfeiture
Chamber of Commerce	Operating Reserve

Spending in funds which are not subject to the legal annual operating budget requirement is controlled by federal regulations, other statutes, or by the use of internal spending limits established by the governing body.

Special Assessments

Projects financed in part by special assessments are financed through the issuance of general obligation bonds which are secured in full by the City and are retired from the City's bond and interest fund. Further, state statutes permit the levying of additional general ad valorem property taxes in the City's bond and interest fund to finance delinquent special assessments. Special assessment taxes are levied over a ten or fifteen-year period and the annual installments are due and payable with annual ad valorem property taxes. The City may foreclose liens against property benefited by special assessments when delinquent assessments are two years in arrears.

CITY OF SEDGWICK, KANSAS
NOTES TO FINANCIAL STATEMENT (CONTINUED)
 December 31, 2024

Note 2: Deposits and Investments

K.S.A. 9-1401 establishes the depositories which may be used by the City. The statute requires banks eligible to hold the City's funds have a main or branch bank in the county in which the City is located, or in an adjoining county if such institution has been designated as an official depository, and the banks provide an acceptable rate of return on funds. In addition, K.S.A. 9-1402 requires the banks to pledge securities for deposits in excess of FDIC coverage. The City has no other policies that would further limit interest rate risk.

K.S.A. 12-1675 limits the City's investment of idle funds to time deposits, open accounts, and certificates of deposit with allowable financial institutions; U.S. government securities; temporary notes; no-fund warrants; repurchase agreements; and the Kansas Municipal Investment Pool. The City has no investment policy that would further limit its investment choices.

Concentration of credit risk. State statutes place no limit on the amount the City may invest in any one issuer as long as the investments are adequately secured under K.S.A. 9-1402 and 9-1405.

Custodial credit risk - deposits. Custodial credit risk is the risk that in the event of a bank failure, the City's deposits may not be returned to it. State statutes require the City's deposits in financial institutions to be entirely covered by federal depository insurance or by collateral held under a joint custody receipt issued by a bank within the State of Kansas, the Federal Reserve Bank of Kansas City, or the Federal Home Loan Bank of Topeka, except during designated "peak periods" when coverage is 50%. The City does not utilize "peak periods". All deposits were legally secured at December 31, 2024.

As of December 31, 2024, the City's carrying amount of the deposits was \$1,684,137 and the bank balance was \$1,763,937. The bank balance was held by one bank, resulting in a concentration of credit risk. Of the bank balance, \$250,000 was covered by federal depository insurance and the remaining balance was collateralized with securities held by the pledging financial institutions' agents in the City's name.

Note 3: Defined Benefit Pension Plan

Plan Description

The City participates in the Kansas Public Employees Retirement System (KPERS), a cost-sharing multiple-employer defined benefit pension plan as provided by K.S.A. 74-4901, et. seq. Kansas law establishes and amends benefit provisions. KPERS issues a publicly available financial report that includes financial statements and required supplementary information. KPERS' financial statements are included in its Comprehensive Annual Financial Report which can be found on the KPERS website at www.kpers.org or by writing to KPERS (611 S. Kansas Avenue, Suite 100, Topeka, KS 66503) or by calling 1-888-275-5737.

Contributions

K.S.A. 74-4919 and K.S.A. 74-49,210 establish the KPERS member-employee contribution rates. KPERS has multiple benefit structures and contribution rates depending on whether the employee is a KPERS 1, KPERS 2 or KPERS 3 member. KPERS 1 members are active and contributing members hired before July 1, 2009. KPERS 2 members were first employed in a covered position on or after July 1, 2009 and KPERS 3 members were first employed in a covered position on or after January 1, 2015. Effective January 1, 2015, Kansas law established the KPERS member-employee contribution rate at 6% of covered salary for KPERS 1, KPERS 2 and KPERS 3 members. Member contributions are withheld by their employer and paid to KPERS according to the provisions of Section 414(h) of the Internal Revenue Code.

State law provides that the employer contribution rates for KPERS 1, KPERS 2 and KPERS 3 be determined based on the results of each annual actuarial valuation. Kansas law sets a limited on annual increases in the employer contribution rates. The actuarially determined employee contribution rate (not including the 1% contribution rate for the Death and Disability Program) and the statutory contribution rate was 9.26% for fiscal year ended December 31, 2024. Contributions to the pension plan from the City were \$54,483 for the year ended December 31, 2024.

CITY OF SEDGWICK, KANSAS
NOTES TO FINANCIAL STATEMENT (CONTINUED)
 December 31, 2024

Note 3: Defined Benefit Pension Plan (Continued)

Net Pension Liability

At December 31, 2024, the City's proportionate share of the collective net pension liability reported by KPERS was \$457,368. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of December 31, 2023, which was rolled forward to June 30, 2024. The City's proportion of the net pension liability was based on the ratio of the City's contributions to KPERS, relative to the total employer and non-employer contributions of the Local subgroup within KPERS. Since the KMAAG regulatory basis of accounting does not recognize long-term debt, this liability is not reported in this financial statement.

The complete actuarial valuation report, including all actuarial assumption and methods, and the report on the allocation of the KPERS collective net pension liability to all participating employers are publically available on the website at www.kpers.org or can be obtained as described above.

Note 4: Post-Employment Benefits

As provided by K.S.A. 12-5040, the City allows retirees to participate in the group health insurance plan. While each retiree pays the full amount of the applicable premium, conceptually, the City is subsidizing the retirees because each participant is charged a level of premium regardless of age. However, the cost of this subsidy has not been quantified in the financial statement.

Under the Consolidated Omnibus Budget Reconciliation Act (COBRA), the City makes health care benefits available to eligible former employees and eligible dependents. Certain requirements are outlined by the federal government for this coverage. The premium is paid in full by the insured.

Note 5: Compensated Absences

Full-time employees are entitled to paid vacation according to the following schedule:

Years of Service	Accrual
After 1 Year	5 Days
Years 3 through 7	10 Days
After 7 Years	15 Days

Employees are allowed to carryover five days into the next year, which must be used or lost. A maximum of five days per year may be purchased in lieu of vacation. Accrued vacation time has not been recorded as a liability in the accompanying financial statement.

Full-time employees earn one day of sick leave per month, which can be accumulated to a maximum of 720 hours. Unused sick leave is not paid upon termination. On retirement from city employment, one-half (1/2) of accumulated sick leave shall be paid if the retiree has retained at least 90% (648 hours) of the maximum accumulated hours or one-third (1/3) of accumulated sick leave shall be paid if the retiree has retained at least 70% (504 hours) of the maximum accumulated hours. Unused sick leave has not been recorded in the accompanying financial statement.

CITY OF SEDGWICK, KANSAS
NOTES TO FINANCIAL STATEMENT (CONTINUED)
December 31, 2024

Note 6: Contingencies**Risk Management**

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City carries commercial insurance for all risks of loss. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

Grant Programs

The City participates in various federal and state grant programs. These grant programs are often subject to additional audits by agents of the granting agency, the purpose of which is to ensure compliance with the specific conditions of the grant. Any liability for reimbursement which may arise as a result of these audits cannot be reasonably determined at this time, although it is believed the amount, if any, would not be material.

Note 7: Interfund Transfers

Transfers for the year were as follows:

<u>From</u>	<u>To</u>	<u>Regulatory Authority</u>	<u>Amount</u>
General	Capital Improvement	K.S.A. 12-1, 117	\$ 130,000
General	Capital Equipment	K.S.A. 12-1, 117	217,276
General	Chamber of Commerce	Council Approval	1,515
Special Street and Highway	Capital Improvement	K.S.A. 12-1, 118	28,885
Water Operating	General	K.S.A. 12-825d	20,408
Water Operating	Employee Benefits	K.S.A. 12-825d	2,075
Water Operating	Capital Improvement	K.S.A. 12-825d	80,638
Water Operating	Bond and Interest	K.S.A. 12-825d	25,020
Refuse	General	K.S.A. 12-825d	6,162
Refuse	Capital Improvement	K.S.A. 12-825d	27,288
Refuse	Employee Benefits	K.S.A. 12-825d	344
Wastewater Treatment	General	K.S.A. 12-825d	13,997
Wastewater Treatment	Employee Benefits	K.S.A. 12-825d	21,307
Wastewater Treatment	Capital Improvement	K.S.A. 12-825d	87,072
			<u>\$ 661,987</u>

Note 8: Subsequent Events

Management has evaluated the effects on the financial statement of subsequent events occurring through April 15, 2025, which is the date at which the financial statement was available to be issued.

CITY OF SEDGWICK, KANSAS
NOTES TO FINANCIAL STATEMENT (CONTINUED)
December 31, 2024

Note 9: Changes in Long-Term Debt

The following is a summary of changes in long-term debt for the year:

Issue	Interest Rates	Date of Issue	Amount of Issue	Date of Final Maturity	Balance Beginning of Year	Additions	Reductions/ Payments	Net Changes	Balance End of Year	Interest Paid
General Obligation Bonds										
Series 2010	2.00 - 4.38%	7/15/2010	\$ 2,620,000	09/01/25	\$ 270,000	\$ -	\$ 130,000	\$ (130,000)	\$ 140,000	\$ 10,975
Series 2011	3.75%	11/28/2011	195,000	11/28/41	141,312	-	5,638	(5,638)	135,674	5,299
Series 2012-A	2.00 - 2.87%	10/1/2012	1,380,000	09/01/24	50,000	-	50,000	(50,000)	-	719
Series 2015-A	.45 - 2.80%	4/28/2015	255,000	09/01/25	55,000	-	30,000	(30,000)	25,000	1,480
Series 2016	1.00 - 3.20%	5/10/2016	215,000	09/01/26	66,000	-	22,000	(22,000)	44,000	1,870
Series 2017	3.00%	7/27/2017	1,325,000	09/01/30	1,070,000	-	90,000	(90,000)	980,000	32,100
Series 2021	3.50%	1/21/2021	53,981	09/01/36	49,000	-	3,000	(3,000)	46,000	1,715
Total General Obligation Bonds					<u>\$ 1,701,312</u>	<u>\$ -</u>	<u>\$ 330,638</u>	<u>\$ (330,638)</u>	<u>\$ 1,370,674</u>	<u>\$ 54,158</u>
Finance Leases										
Police vehicles	3.50%	10/6/2021	\$ 87,234	3/1/2027	\$ 59,769	\$ -	\$ 14,320	\$ (14,320)	\$ 45,449	\$ 1,700
TOTAL LONG-TERM DEBT					<u>\$ 1,761,081</u>	<u>\$ -</u>	<u>\$ 344,958</u>	<u>\$ (344,958)</u>	<u>\$ 1,416,123</u>	<u>\$ 55,858</u>

CITY OF SEDGWICK, KANSAS
NOTES TO FINANCIAL STATEMENT (CONTINUED)
December 31, 2024

Note 9: Changes in Long-Term Debt (Continued)

Current maturities of long-term debt and interest for the next five years and in five-year increments through maturity are as follows:

	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030 - 2034</u>	<u>2035 - 2039</u>	<u>2040 - 2043</u>	<u>Total</u>
Principal									
General Obligation Bonds									
Series 2010	\$ 140,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 140,000
Series 2011	5,849	6,069	6,296	6,532	6,777	37,895	45,554	20,702	135,674
Series 2015-A	25,000	-	-	-	-	-	-	-	25,000
Series 2016	22,000	22,000	-	-	-	-	-	-	44,000
Series 2017	100,000	160,000	170,000	180,000	185,000	185,000	-	-	980,000
Series 2021	3,000	3,000	3,000	4,000	4,000	20,000	9,000	-	46,000
Finance Leases									
Police vehicles	14,728	15,146	15,575	-	-	-	-	-	45,449
Total Principal	<u>\$ 310,577</u>	<u>\$ 206,215</u>	<u>\$ 194,871</u>	<u>\$ 190,532</u>	<u>\$ 195,777</u>	<u>\$ 242,895</u>	<u>\$ 54,554</u>	<u>\$ 20,702</u>	<u>\$ 1,416,123</u>
Interest									
General Obligation Bonds									
Series 2010	\$ 5,775	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,775
Series 2011	5,088	6,868	4,641	4,405	4,160	16,791	9,134	1,171	52,258
Series 2015-A	700	-	-	-	-	-	-	-	700
Series 2016	1,320	704	-	-	-	-	-	-	2,024
Series 2017	29,400	26,400	21,600	16,500	11,100	5,550	-	-	110,550
Series 2021	1,610	1,505	1,400	1,295	1,155	3,675	490	-	11,130
Finance Leases									
Police vehicles	1,292	874	444	-	-	-	-	-	2,610
Total Interest	<u>\$ 45,185</u>	<u>\$ 36,351</u>	<u>\$ 28,085</u>	<u>\$ 22,200</u>	<u>\$ 16,415</u>	<u>\$ 26,016</u>	<u>\$ 9,624</u>	<u>\$ 1,171</u>	<u>\$ 185,047</u>
Total Principal and Interest	<u>\$ 355,762</u>	<u>\$ 242,566</u>	<u>\$ 222,956</u>	<u>\$ 212,732</u>	<u>\$ 212,192</u>	<u>\$ 268,911</u>	<u>\$ 64,178</u>	<u>\$ 21,873</u>	<u>\$ 1,601,170</u>

REGULATORY-REQUIRED SUPPLEMENTAL INFORMATION

CITY OF SEDGWICK, KANSAS
SUMMARY STATEMENT OF CASH RECEIPTS, EXPENDITURES AND UNENCUMBERED CASH
Regulatory Basis
 For the Year Ended December 31, 2024

Fund	Certified Budget	Adjustment for Qualifying Budget Credits	Total Budget for Comparison	Expenditures Chargeable to Current Year	Variance Over (under)
Governmental Funds					
General	\$ 1,752,373	\$ -	\$ 1,752,373	\$ 1,425,400	\$ (326,973)
Special Purpose Funds					
Employee Benefits	341,218	-	341,218	203,893	(137,325)
Library	58,387	-	58,387	57,389	(998)
Special Street and Highway	286,198	-	286,198	213,152	(73,046)
Special Parks and Recreation	30,626	-	30,626	6,942	(23,684)
Bond and Interest	400,286	-	400,286	385,518	(14,768)
Business					
Water Operating	504,621	-	504,621	469,133	(35,488)
Refuse	127,960	-	127,960	124,024	(3,936)
Wastewater Treatment	331,420	-	331,420	321,350	(10,070)
Totals	<u>\$ 3,833,089</u>	<u>\$ -</u>	<u>\$ 3,833,089</u>	<u>\$ 3,206,801</u>	<u>\$ (626,288)</u>

The accompanying notes are an integral part of this financial statement.
 See Independent Auditor's Report.

**CITY OF SEDGWICK, KANSAS
GENERAL
SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET
Regulatory Basis
For the Year Ended December 31, 2024**

	Actual	Budget	Variance Over (Under)
CASH RECEIPTS			
Ad valorem tax	\$ 536,401	\$ 554,253	\$ (17,852)
Delinquent taxes	13,437	3,762	9,675
Motor vehicle taxes	53,654	51,032	2,622
Recreational vehicle tax	1,134	1,076	58
16/20 tax	12	173	(161)
Local alcoholic liquor tax	5,921	6,682	(761)
Sales tax	452,214	448,869	3,345
Licenses and permits	18,583	6,195	12,388
Franchise tax	115,684	121,919	(6,235)
Ambulance services	405	-	405
Police fines and fees	19,646	60,264	(40,618)
Pool admissions and concessions	29,319	28,495	824
Reimbursements	7,810	16,477	(8,667)
Township fire protection fees	30,623	33,069	(2,446)
Intergovernmental/grants	(1,001)	-	(1,001)
Interest	27,506	15,138	12,368
Miscellaneous	2,493	9,382	(6,889)
Transfers in	40,567	40,150	417
Total Cash Receipts	\$ 1,354,408	\$ 1,396,936	\$ (42,528)
EXPENDITURES			
Administration	\$ 269,763	\$ 295,957	\$ (26,194)
Ambulance	248,571	200,000	48,571
Police	163,293	279,412	(116,119)
Fire	41,691	51,065	(9,374)
Legal	48,855	53,871	(5,016)
Swimming Pool	75,070	96,826	(21,756)
Community Relations	38,203	49,000	(10,797)
Parks	23,235	19,445	3,790
Cemetery	10,323	10,680	(357)
Streets	93,094	105,112	(12,018)
Maintenance	64,511	65,661	(1,150)
Transfers out	348,791	359,914	(11,123)
Cash Forward	-	165,430	(165,430)
Total Expenditures	\$ 1,425,400	\$ 1,752,373	\$ (326,973)
RECEIPTS OVER (UNDER) EXPENDITURES	\$ (70,992)		
UNENCUMBERED CASH - JANUARY 1	182,046		
UNENCUMBERED CASH - DECEMBER 31	\$ 111,054		

CITY OF SEDGWICK, KANSAS
EMPLOYEE BENEFITS
SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET
Regulatory Basis
For the Year Ended December 31, 2024

	Actual	Budget	Variance Over (Under)
CASH RECEIPTS			
Ad valorem tax	\$ 169,908	\$ 187,740	\$ (17,832)
Delinquent taxes	5,470	-	5,470
Motor vehicle taxes	24,502	10,043	14,459
Recreational vehicle tax	518	645	(127)
16/20 tax	5	103	(98)
Interest	2	-	2
Reimbursements	8,366	-	8,366
Transfers in	23,726	60,192	(36,466)
Total Cash Receipts	\$ 232,497	\$ 258,723	\$ (26,226)
EXPENDITURES			
Personnel Services	\$ 1,497	\$ 305,566	\$ (304,069)
Employee Benefits	202,396	-	202,396
Cash Basis Reserve	-	35,652	(35,652)
Total Expenditures	\$ 203,893	\$ 341,218	\$ (137,325)
RECEIPTS OVER (UNDER) EXPENDITURES	\$ 28,604		
UNENCUMBERED CASH - JANUARY 1	97,656		
UNENCUMBERED CASH - DECEMBER 31	\$ 126,260		

**CITY OF SEDGWICK, KANSAS
LIBRARY
SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET
Regulatory Basis
For the Year Ended December 31, 2024**

	Actual	Budget	Variance Over (Under)
CASH RECEIPTS			
Ad valorem tax	\$ 46,158	\$ 50,773	\$ (4,615)
Delinquent taxes	1,491	401	1,090
Motor vehicle taxes	6,213	5,908	305
Recreational vehicle tax	131	125	6
16/20 tax	1	20	(19)
Total Cash Receipts	\$ 53,994	\$ 57,227	\$ (3,233)
 EXPENDITURES			
Appropriations	\$ 57,389	\$ 58,387	\$ (998)
 RECEIPTS OVER (UNDER) EXPENDITURES	\$ (3,395)		
 UNENCUMBERED CASH - JANUARY 1	3,589		
 UNENCUMBERED CASH - DECEMBER 31	\$ 194		

CITY OF SEDGWICK, KANSAS
SPECIAL STREET AND HIGHWAY
SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET
Regulatory Basis
 For the Year Ended December 31, 2024

	Actual	Budget	Variance Over (Under)
CASH RECEIPTS			
Intergovernmental	\$ 43,195	\$ 44,870	\$ (1,675)
Sales tax	169,942	159,378	10,564
Total Cash Receipts	\$ 213,137	\$ 204,248	\$ 8,889
EXPENDITURES			
Street Repair and Maintenance	\$ 172,234	\$ 195,000	\$ (22,766)
Commodities	12,033	-	12,033
Transfers out	28,885	91,198	(62,313)
Total Expenditures	\$ 213,152	\$ 286,198	\$ (73,046)
RECEIPTS OVER (UNDER) EXPENDITURES	\$ (15)		
UNENCUMBERED CASH - JANUARY 1	15		
UNENCUMBERED CASH - DECEMBER 31	\$ -		

CITY OF SEDGWICK, KANSAS
SPECIAL PARKS AND RECREATION
SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET
Regulatory Basis
For the Year Ended December 31, 2024

	Actual	Budget	Variance Over (Under)
CASH RECEIPTS			
Local Alcohol Liquor Tax	\$ 5,921	\$ 6,449	\$ (528)
Intergovernmental	1,036	-	1,036
Total Cash Receipts	\$ 6,957	\$ 6,449	\$ 508
 EXPENDITURES			
Commodities	\$ 61	\$ 24,626	\$ (24,565)
Contractual services	6,881	-	6,881
Transfers out	-	6,000	(6,000)
Total Expenditures	\$ 6,942	\$ 30,626	\$ (23,684)
 RECEIPTS OVER (UNDER) EXPENDITURES	 \$ 15		
 UNENCUMBERED CASH - JANUARY 1	 1,779		
 UNENCUMBERED CASH - DECEMBER 31	 \$ 1,794		

**CITY OF SEDGWICK, KANSAS
 EAST PARK POND PROJECT
 SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL
 Regulatory Basis
 For the Year Ended December 31, 2024**

CASH RECEIPTS	
Interest	<u>\$ 22</u>
EXPENDITURES	
Miscellaneous	<u>\$ 2,882</u>
RECEIPTS OVER (UNDER) EXPENDITURES	<u>\$ (2,860)</u>
UNENCUMBERED CASH - JANUARY 1	<u>5,239</u>
UNENCUMBERED CASH - DECEMBER 31	<u><u>\$ 2,379</u></u>

CITY OF SEDGWICK, KANSAS
CAPITAL IMPROVEMENT
SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL
Regulatory Basis
For the Year Ended December 31, 2024

CASH RECEIPTS	
Miscellaneous	\$ 617
Intergovernmental/grants	149,082
Transfers in	353,883
Total Cash Receipts	<u>\$ 503,582</u>
EXPENDITURES	
Capital outlay	<u>\$ 509,630</u>
RECEIPTS OVER (UNDER) EXPENDITURES	\$ (6,048)
UNENCUMBERED CASH - JANUARY 1	<u>965,160</u>
UNENCUMBERED CASH - DECEMBER 31	<u><u>\$ 959,112</u></u>

CITY OF SEDGWICK, KANSAS
CAPITAL EQUIPMENT
SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL
Regulatory Basis
For the Year Ended December 31, 2024

CASH RECEIPTS	
Intergovernmental	\$ 16,782
Miscellaneous	250
Transfers in	217,276
Total Cash Receipts	<u>\$ 234,308</u>
EXPENDITURES	
Capital outlay	<u>\$ 324,496</u>
RECEIPTS OVER (UNDER) EXPENDITURES	\$ (90,188)
UNENCUMBERED CASH - JANUARY 1	<u>439,296</u>
UNENCUMBERED CASH - DECEMBER 31	<u><u>\$ 349,108</u></u>

CITY OF SEDGWICK, KANSAS
ARPA
SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL
Regulatory Basis
For the Year Ended December 31, 2024

CASH RECEIPTS	
Miscellaneous	<u>\$ -</u>
EXPENDITURES	
Capital outlay	<u>\$ 40,770</u>
RECEIPTS OVER (UNDER) EXPENDITURES	<u>\$ (40,770)</u>
UNENCUMBERED CASH - JANUARY 1	<u>65,757</u>
UNENCUMBERED CASH - DECEMBER 31	<u><u>\$ 24,987</u></u>

**CITY OF SEDGWICK, KANSAS
OPIOID/DRUG SETTLEMENT
SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL
Regulatory Basis
For the Year Ended December 31, 2024**

CASH RECEIPTS	
Miscellaneous	\$ 5,151
EXPENDITURES	
Miscellaneous	\$ -
RECEIPTS OVER (UNDER) EXPENDITURES	\$ 5,151
UNENCUMBERED CASH - JANUARY 1	5,308
UNENCUMBERED CASH - DECEMBER 31	\$ 10,459

CITY OF SEDGWICK, KANSAS
OPERATING RESERVE
SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL
Regulatory Basis
For the Year Ended December 31, 2024

CASH RECEIPTS	
Reimbursements	<u>\$ 4,715</u>
EXPENDITURES	
Miscellaneous	<u>\$ -</u>
RECEIPTS OVER (UNDER) EXPENDITURES	<u>\$ 4,715</u>
UNENCUMBERED CASH - JANUARY 1	<u>4,820</u>
UNENCUMBERED CASH - DECEMBER 31	<u><u>\$ 9,535</u></u>

**CITY OF SEDGWICK, KANSAS
CHAMBER OF COMMERCE
SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL
Regulatory Basis
For the Year Ended December 31, 2024**

CASH RECEIPTS		
Miscellaneous	\$	5,495
Transfers in		1,515
Total Cash Receipts	\$	<u>7,010</u>
 EXPENDITURES		
Miscellaneous	\$	<u>7,030</u>
 RECEIPTS OVER (UNDER) EXPENDITURES	 \$	 (20)
 UNENCUMBERED CASH - JANUARY 1		 <u>20</u>
 UNENCUMBERED CASH - DECEMBER 31	 \$	 <u><u>-</u></u>

CITY OF SEDGWICK, KANSAS
ASSET FORFEITURE
SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL
Regulatory Basis
For the Year Ended December 31, 2024

CASH RECEIPTS	
Miscellaneous	\$ 2,000
EXPENDITURES	
Miscellaneous	\$ -
RECEIPTS OVER (UNDER) EXPENDITURES	\$ 2,000
UNENCUMBERED CASH - JANUARY 1	-
UNENCUMBERED CASH - DECEMBER 31	\$ 2,000

CITY OF SEDGWICK, KANSAS
BOND AND INTEREST
SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET
Regulatory Basis
For the Year Ended December 31, 2024

	<u>Actual</u>	<u>Budget</u>	Variance Over (Under)
CASH RECEIPTS			
Taxes and Shared Revenue			
Ad Valorem Tax	\$ 181,981	\$ 195,670	\$ (13,689)
Delinquent Tax	9,849	5,000	4,849
Motor Vehicle Tax	32,132	30,545	1,587
Recreational Vehicle Tax	679	645	34
16/20 Vehicle	8	103	(95)
Special Assessments	118,833	109,261	9,572
Transfers in	25,020	-	25,020
Total Cash Receipts	<u>\$ 368,502</u>	<u>\$ 341,224</u>	<u>\$ 27,278</u>
 EXPENDITURES			
Principal	\$ 330,638	\$ 330,638	\$ -
Interest	54,877	54,877	-
Services and Fees	3	5,000	(4,997)
Cash Basis Reserve	-	9,771	(9,771)
Total Expenditures	<u>\$ 385,518</u>	<u>\$ 400,286</u>	<u>\$ (14,768)</u>
 RECEIPTS OVER (UNDER) EXPENDITURES	 \$ (17,016)		
 UNENCUMBERED CASH - JANUARY 1	 <u>17,016</u>		
 UNENCUMBERED CASH - DECEMBER 31	 <u>\$ -</u>		

CITY OF SEDGWICK, KANSAS
WATER OPERATING
SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET
Regulatory Basis
 For the Year Ended December 31, 2024

	Actual	Budget	Variance Over (Under)
CASH RECEIPTS			
Sales	\$ 396,664	\$ 388,497	\$ 8,167
Late charges	6,041	5,955	86
Water tax	4,770	4,710	60
Miscellaneous	686	7,423	(6,737)
Total Cash Receipts	\$ 408,161	\$ 406,585	\$ 1,576
EXPENDITURES			
Personnel services	\$ 77,098	\$ 90,504	\$ (13,406)
Contractual services	236,349	255,280	(18,931)
Commodities	27,545	36,445	(8,900)
Transfers out	128,141	122,392	5,749
Total Expenditures	\$ 469,133	\$ 504,621	\$ (35,488)
RECEIPTS OVER (UNDER) EXPENDITURES	\$ (60,972)		
UNENCUMBERED CASH - JANUARY 1	100,623		
UNENCUMBERED CASH - DECEMBER 31	\$ 39,651		

CITY OF SEDGWICK, KANSAS
REFUSE
SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET
Regulatory Basis
 For the Year Ended December 31, 2024

	Actual	Budget	Variance Over (Under)
CASH RECEIPTS			
Refuse charges	\$ 94,746	\$ 92,944	\$ 1,802
Recycle fees	28,449	28,450	(1)
Miscellaneous	50	1,819	(1,769)
Total Cash Receipts	\$ 123,245	\$ 123,213	\$ 32
 EXPENDITURES			
Personnel services	\$ 1,016	\$ 1,056	\$ (40)
Contractual services	87,646	93,534	(5,888)
Commodities	1,568	2,000	(432)
Transfers out	33,794	31,370	2,424
Total Expenditures	\$ 124,024	\$ 127,960	\$ (3,936)
 RECEIPTS OVER (UNDER) EXPENDITURES	 \$ (779)		
 UNENCUMBERED CASH - JANUARY 1	 <u>10,620</u>		
 UNENCUMBERED CASH - DECEMBER 31	 <u><u>\$ 9,841</u></u>		

CITY OF SEDGWICK, KANSAS
WASTEWATER TREATMENT
SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET
Regulatory Basis
 For the Year Ended December 31, 2024

	Actual	Budget	Variance Over (Under)
CASH RECEIPTS			
Sewer charges	\$ 274,223	\$ 274,820	\$ (597)
Late charges	5,722	5,508	214
Miscellaneous	-	2,521	(2,521)
Total Cash Receipts	\$ 279,945	\$ 282,849	\$ (2,904)
 EXPENDITURES			
Personnel services	\$ 68,559	\$ 74,172	\$ (5,613)
Contractual services	94,437	165,705	(71,268)
Commodities	35,978	21,903	14,075
Transfers out	122,376	69,640	52,736
Total Expenditures	\$ 321,350	\$ 331,420	\$ (10,070)
 RECEIPTS OVER (UNDER) EXPENDITURES	\$ (41,405)		
 UNENCUMBERED CASH - JANUARY 1	66,794		
 UNENCUMBERED CASH - DECEMBER 31	\$ 25,389		

City of Sedgwick
City Council Meeting
May 21, 2025

TO: Mayor and City Council

SUBJECT: Records Retention Policy

INITIATED BY: Administration

AGENDA: New Business

Background: A formal Records Retention Policy has not been adopted making it difficult to decide what to keep and what to shred. Therefore, staff researched records retention policies from Halstead, Newton, Wichita, Topeka, and Harvey County to determine how best to set our own policy. Once established, the policy was reviewed by McDonald Tinker to verify that all timeframes were within state statutes. No issues or concerns were identified.

Financial Considerations: None

Recommendations/Actions: It is recommended that the City Council approve the Records Retention Policy as presented.

Attachments: City of Sedgwick Records Retention Policy

City of Sedgwick Records Retention Policy

It shall be the responsibility of the City Administrator/City Clerk to oversee the application of this policy. In the absence of both, the deputy City Clerk shall assume these responsibilities.

	1 Year	2 Years	3 Years	5 years	10 years	12 years	40 years	50 years	Permanent	As Needed	Notes
Accident Reports					X						
Annexations									X		
AP & AR Records (Invoices, receipts, correspondence, 1099's, W9's)				X							
Auction Records (Items sold, price received, commission paid to auctioneer)				X							
Backflow Device Test Forms				X							
Banking Records (Bank Statements, Bank Reconciliations, Deposit slips/reports, Cancelled checks)				X							
Bonds (1 copy of each including transcript)									X		
Budget Preparation Files (after budget year ends)				X							
Building Permits			X								
BZA Files									X		
Capital Improvement Plan									X		
Certificates of Deposit CD's (after maturity)	X										
Certified Mail Receipts										X	
Code Book (updated copy permanent, outdated destroy)									X		
Code Violation Letters		X									
Committee Files (minutes, agendas, correspondence, rosters)									X		
Community Development Proposals									X		
Condemnations (including proceedings docs)									X		
Construction project records (correspondence, bids, specifications, plans, drawings, reports, and notes)									X		
Contracts including associated documents									X		
Council Meeting Recordings									X		
Council Minutes & Packets									X		
Court Records (Case Files/Tickets for Dismissed without Prejudice or Declined to Prosecute)			X								Retain until no longer useful then destroy.
Court Records (Case Files/Tickets for Infractions/Code Violations)				X							
Court Records (Dockets, Tickets, & Case Files for Misdemeanors)									X		
Court STO/UPOC Books (Permanent most current book)									X		
Deeds (City Property and original easement agreements)									X		
Employment Applications (not hired)			X								Each medical record shall be maintained in a retrievable form for 10 years after the date of last discharge of the patient, or one year after the date that the minor patient reaches the age of 18, whichever is greater.
EMS Billings & Medical Records											
Final Plans					X				X		
Fire/EMS-Building Plans/Equipment Tests (life of bldg/equipment)										X	For investigative case files 5 years after appeal time has run, for medical files retain while individual is alive if active, 5 years after inactive.
Fire/EMS-Contract Billing, Dispatch Records, Investigative Case Files, Medical Information files, Patient Reports				X							
Fire/EMS-Ks Fire Incident Reports					X						
Fire/EMS-FRA Reports									X		
Franchise Agreements									X		
General Ledger (Financial Statements, Budgets, & Audit Reports)									X		

	1 Year	2 Years	3 Years	5 years	10 years	12 years	40 years	50 years	Permanent	As Needed	Notes
Grant Files (after project and audit complete, unless longer term required by grantor)				X							Retain 5 years after the end of the grant period, transfer original applications, contracts, agreements, and annual and final performance reports to permanent storage and destroy remaining documents.
Grant Files Rejected/Not Accepted	X										
Grant Index (list of grants received and purposed for each including performance report)									X		
Insurance Policies (City Property, liability & docs concerning)				X							Retain until canceled or expired plus 5 calendar years. Retain reinsurance policy and carrier information until all claims have been settled.
Journal Entries/Adjusting Entries/Transfers Entries				X							
Lawsuits (Legal cases involving City)					X						Retain until 10 years after case is closed and all appeal time has run.
Legal Notice Proofs				X							
Licenses (CMB/Liquor, dog, sales, Fireworks) Including background checks				X							
Loan documents (financial reports, capital projects, debt service reports, etc.) 1 copy									X		
Open Records Request			X								
Ordinances & Resolutions									X		
Park Maps/Plans (including parks, pools) While city owns									X		Retain until no longer useful, then transfer one copy to permanent storage and contact the local historical society for interest in retaining an extra copy.
Payroll Timesheets				X							Retain until no longer in effect plus 2 years, then destroy.
Payroll Direct Deposit Authorization Records		X									Retain for length of stop order plus 1 year, then destroy.
Payroll Garnishments	X										
Payroll Tax Reports (W2's, Kpers, KS WH, EFTPS, Unemp, Final YTD Payroll Register)									X		
PD Evidence and files (Destroy upon evidence order from County)										X	
PD Firearm Maintenance Records (after use terminated)		X									
PD Firearm Qualification Records (after employee terminated)				X							
PD Records (felonies, misdemeanors, juvenile reports, fingerprint files)								X			
PD Records (infractions)				X							
Personnel: Full personnel file				X							Employee evaluation forms, applications of employment, background checks, and other personnel materials; length of employee's tenure plus 3 years (5 for contract employees)
Personnel: Abstracted work history			X								Abstracted work history (appointment data and change of status information, consistent with sound HR practice and legal counsel advice of meeting regulatory needs), a summary log of background checks, employment start date, employment end date, position titles and dates in each position; retain for an additional 12 calendar years, then destroy and/or delete.
Personnel: Abstracted payroll history						X					Abstracted payroll history (name, title, year, hours, and pay rate); retain for 40 calendar years, then destroy and/or delete.
Personnel Records: Grievance Files									X		Retain 5 years after grievance is settled, then transfer to permanent storage.
Personnel Records: Job Descriptions			X								Retain until superseded, plus 3 years.
Inventory of capital equipment from inventory			X								Retain until superseded by new inventory plus 3 years, then destroy

Item 11.

	1 Year	2 Years	3 Years	5 Years	10 years	12 years	40 years	50 years	Permanent	As Needed	Notes
Requisitions Successful (Documents related to request for proposals, bids, quotations, or estimates)				X							
Requisitions Unsuccessful (Documents related to request for proposals, bids, quotations, or estimates)				X							
Revenue Reports				X							
Routine Correspondence, Direct Deposit Authorization										X	
Site Development Plans											
Surety Bonds on Employees/Officers (after termination of the bond)					X				X		
Surveys Final Report (done by City or paid for by City)											
Utility Reports				X							
Vehicle Operation Records (includes vehicle inspection reports)			X								
Vehicle Titles (while vehicle is owned-pass to new owner)										X	

Retain until no longer useful, then transfer one copy to permanent storage and contact the local historical society for interest in retaining an extra copy.

PASSED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF SEDGWICK, KANSAS THIS 21ST DAY OF MAY 2025.

ATTEST:

Bryan Chapman, Mayor

Shelia Agee, City Clerk

**City of Sedgwick
City Council Meeting
May 21, 2025**

TO: Mayor and City Council

SUBJECT: Resolution 05072025A – Sanitary Sewer Improvements Cardinal 2nd Addition

INITIATED BY: Administration

AGENDA: New Business

Background: The attached petition was filed with the City Clerk proposing improvements to the City’s sanitary sewer main. The petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements and therefore, the Petitioners requested that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 et seq.

The “Improvements” include construction of a sanitary sewer main and associated appurtenances, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

The estimated or probable cost of the proposed Improvements is: \$159,000, with said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this resolution authorizing the “Improvements.”

The “Improvement District” to be assessed for the cost of the “Improvements” is:
Lots 1 through 14, Block A, Cardinal 2nd Addition; City of Sedgwick, Sedgwick, County, Kansas

The method of assessment of all costs of the improvement or which the improvement district shall be equal per lot.

The apportionment of the cost of the “Improvements” between the “Improvement District” and the City is 100% to be assessed against the “Improvement District” and 0% to be paid by the City.

Financial Considerations: None

Recommendations/Actions: It is recommended that the City Council approve the resolution as presented.

Attachments: Signed Sewer Petition, Sanitary Sewer Benefit District Map

Gilmore & Bell, P.C.
04/30/2025

(Published in the *Harvey County Independent* on May 29, 2025)

RESOLUTION NO. 05212025A

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF SEDGWICK, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS – CARDINAL 2ND ADDITION).

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Sedgwick, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City-at-large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*; and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of K.S.A. 12-6a01 *et seq.* (the “Act”).

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SEDGWICK, KANSAS:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the “Improvements”):

Construction of a sanitary sewer main and associated appurtenances, to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$159,000, exclusive of interest on financing and administrative and financing costs; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

(c) The extent of the improvement district (the “Improvement District”) to be assessed for the cost of the Improvements is:

Lots 1 through 14, Block A, Cardinal 2nd Addition; City of Sedgwick, Sedgwick County, Kansas.

(d) The method of assessment is: equally per lot (14 lots).

In the event all or part of the lots or parcels in the proposed Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

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ADOPTED by the governing body of the City on May 21, 2025.

(SEAL)

By: _____
Name: Bryan Chapman
Title: Mayor

ATTEST:

By: _____
Name: Shelia Agee
Title: City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 21, 2025, as the same appears of record in my office.

DATED: May 21, 2025.

By: _____
Name: Shelia Agee
Title: City Clerk

Gilmore & Bell, P.C.
04/30/2025

**PETITION
(SANITARY SEWER IMPROVEMENTS – CARDINAL 2ND ADDITION)**

TO: The Mayor and City Council (the “Governing Body”)
City of Sedgwick, Kansas

1. The undersigned, being the owners of record liable for assessment for the hereinafter described proposed improvements of the City of Sedgwick, Kansas (the “City”), do hereby request that said improvement be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the “Act”).

(a) The improvement proposed to be made is as follows (the “Improvements”):

Construction of a sanitary sewer main and associated appurtenances, to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$159,000, exclusive of interest on financing and administrative and financing costs; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of a resolution authorizing the Improvements.

(c) The extent of the improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Lots 1 through 14, Block A, Cardinal 2nd Addition; City of Sedgwick, Sedgwick County, Kansas.


(d) The method of assessment is: equally per lot (14 lots).

In the event all or part of the lots or parcels in the proposed Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

Signature	Dated	Property Owned Within Proposed Improvement District
 Bill Sharbutt	5/2/2025 5/2/2025	Lots 1 - 14, Cardinal 2 nd Addition, City of Sedgwick, Sedgwick County, Kansas

THIS PETITION was filed in my office on _____; and was examined, considered and found sufficient by the Governing Body on _____.

City Clerk

**City of Sedgwick
City Council Meeting
May 21, 2025**

TO: Mayor and City Council

SUBJECT: Resolution 05212025B – Water Distribution Improvements Cardinal 2nd Addition

INITIATED BY: Administration

AGENDA: New Business

Background: The attached petition was filed with the City Clerk proposing improvements to the City's water distribution main. The petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements and therefore, the Petitioners requested that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 et seq.

The "Improvements" include construction of a water distribution improvements and associated appurtenances, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

The estimated or probable cost of the proposed Improvements is: \$133,000, with said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this resolution authorizing the "Improvements."

The "Improvement District" to be assessed for the cost of the "Improvements" is:
Lots 1 through 14, Block A, Cardinal 2nd Addition; City of Sedgwick, Sedgwick, County, Kansas

The method of assessment of all costs of the improvement or which the improvement district shall be equal per lot.

The apportionment of the cost of the "Improvements" between the "Improvement District" and the City is 100% to be assessed against the "Improvement District" and 0% to be paid by the City.

Financial Considerations: None

Recommendations/Actions: It is recommended that the City Council approve the resolution as presented.

Attachments: Signed Water Petition, Water Distribution Benefit District Map

Gilmore & Bell, P.C.
04/30/2025

(Published in the *Harvey County Independent* on May 29, 2025)

RESOLUTION NO. 05212025B

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF SEDGWICK, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER IMPROVEMENTS – CARDINAL 2ND ADDITION).

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Sedgwick, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City-at-large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*; and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of K.S.A. 12-6a01 *et seq.* (the “Act”).

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SEDGWICK, KANSAS:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the “Improvements”):

Construction of water distribution improvements and associated appurtenances, to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$133,000, exclusive of interest on financing and administrative and financing costs; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

(c) The extent of the improvement district (the “Improvement District”) to be assessed for the cost of the Improvements is:

Lots 1 through 14, Block A, Cardinal 2nd Addition; City of Sedgwick, Sedgwick County, Kansas.

(d) The method of assessment is: equally per lot (14 lots).

In the event all or part of the lots or parcels in the proposed Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on May 21, 2025.

(SEAL)

By: _____
Name: Bryan Chapman
Title: Mayor

ATTEST:

By: _____
Name: Shelia Agee
Title: City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 21, 2025, as the same appears of record in my office.

DATED: May 21, 2025.

By: _____
Name: Shelia Agee
Title: City Clerk

Gilmore & Bell, P.C.
04/30/2025

**PETITION
(WATER IMPROVEMENTS – CARDINAL 2ND ADDITION)**

TO: The Mayor and City Council (the “Governing Body”)
City of Sedgwick, Kansas

1. The undersigned, being the owners of record liable for assessment for the hereinafter described proposed improvements of the City of Sedgwick, Kansas (the “City”), do hereby request that said improvement be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the “Act”).

(a) The improvement proposed to be made is as follows (the “Improvements”):

Construction of water distribution improvements and associated appurtenances, to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$133,000, exclusive of interest on financing and administrative and financing costs; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of a resolution authorizing the Improvements.

(c) The extent of the improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Lots 1 through 14, Block A, Cardinal 2nd Addition; City of Sedgwick, Sedgwick County, Kansas.

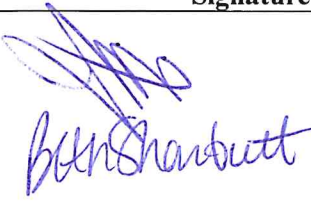
(d) The method of assessment is: equally per lot (14 lots).

In the event all or part of the lots or parcels in the proposed Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

Signature	Dated	Property Owned Within Proposed Improvement District
	5/2/2025 5/2/2025	Lots 1 – 14, Cardinal 2 nd Addition, City of Sedgwick, Sedgwick County, Kansas

THIS PETITION was filed in my office on _____; and was examined, considered and found sufficient by the Governing Body on _____.

City Clerk

City of Sedgwick
City Council Meeting
May 21st, 2025

TO: Mayor and City Council

SUBJECT: Ordinance 912

INITIATED BY: Administration

AGENDA: New Business

Recommendation: It is recommended that the governing body approve the policy as presented.

Background: In 2022 article 5 was added to chapter 3 of the code book which established loose regulations for handling temporary licenses. This ordinance is an amendment to Chapter 3 Article 5 of the Code book. This amendment will provide more guidelines for gaining temporary licenses within the city. This amendment will help the city in the achievements of goal 4 of our strategic plan.

Financial Considerations: There will be a slight start up cost for the purchase of cups. We will then see an increase in liquor sales which will generate more revenue for the city

Recommendations/Actions: It is recommended that the governing body approve the policy as presented.

Attachments: Amendments

Ordinance Summary published in the *Harvey County Independent* on _____ and the full text of the Ordinance made available at the Sedgwick City Office, 520 N. Commercial, Sedgwick, Kansas from the date of publication

ORDINANCE NO. 912

AN ORDINANCE OF THE CITY OF SEDGWICK, HARVEY AND SEDGWICK COUNTIES, AMENDING ORDINANCE NO. 887, CODIFIED AS CHAPTER 3, ARTICLE 5 OF THE CODE FOR THE CITY OF SEDGWICK, AN ORDINANCE AND ARTICLE OF THE CITY OF SEDGWICK, HARVEY AND SEDGWICK COUNTIES, APPROVING SPECIFIC MODIFICATIONS TO FEE LICENSURE APPLICABLE TO AND FOR TEMPORAY CMB AND ALCHOLIC LIQUOR LICENSURE WITHIN THE CITY OF SEDGWICK, KANSAS; AND REPEALING ANY AND ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

SECTION 1. Amendment to Ordinance No. 887, Codified as Chapter 3, Article 5 of the Code for the City of Sedgwick, Kansas: Chapter 3, Article 5 shall be amended in its entirety to read as follows:

Article 5. Temporary Licenses

3-504. Permit required.

It shall be unlawful for any person granted a temporary permit by the State of Kansas to sell or serve any alcoholic liquor within the city without first obtaining a local, temporary permit from the city clerk. "Temporary permits" for the purpose of this division shall be defined as a permit, issued in accordance with the laws of the State of Kansas, which allows the permit holder to offer for sale, sell and serve alcoholic liquor for consumption on unlicensed premises, open to the public.

3-505. Permit fee.

- (a) There is hereby levied a temporary permit fee in the amount of twenty-five dollars (\$25.00) per day on each group or individual holding a temporary permit issued by the state director of alcoholic beverage control authorizing sales within the city, which fee shall be paid before the event is begun under the state permit.
- (b) Every temporary permit holder shall cause a temporary permit receipt to be

placed in plain view on any premises within the city where the holder of the temporary permit is serving or mixing alcoholic liquor for consumption on the premises.

- (c) The permit period shall extend for the period covered by the state temporary permit. No city temporary permit fee shall be refunded for any reason.

3-506. City temporary permit.

- (a) It shall be unlawful for any person to conduct an event under a state issued temporary permit without first applying for a local temporary permit at least five (5) days before the event. Written application for the local temporary permit shall be made to the city clerk and shall clearly state:

- (1) The name of the applicant.
- (2) The group for which the event is planned.
- (3) The location of the event.
- (4) The date and time of the event; and
- (5) Any anticipated need for police, fire, or other municipal services.

- (b) Upon presentation of a state temporary permit, payment of the city's temporary permit fee and a written application as provided for in subsection (a) of this section, the city clerk shall issue a local temporary permit to the applicant provided that there are no conflicts with any zoning, building, or other ordinances of the city or with the reports as required by Section 3-207 of this chapter. Failure of the city clerk to issue such permit shall cause the permit's issuance to be referred to the governing body at their next official public meeting for determination.

- (c) The city clerk shall notify the chief of police whenever a temporary permit has been issued and forward a copy of the permit and application to the chief of police.

3-507. Permit regulations.

- (a) No temporary permit holders shall allow the serving, mixing, or consumption of alcoholic liquor or CMB between the hours of two o'clock (2:00) A.M. and six o'clock (6:00) A.M. for any event for which a temporary permit has been issued.

- (b) A temporary permit shall allow the permittee to operate at only the premises specified in such permit in accordance with the provisions of this article, the laws of the state, and the rules and regulations of the director of alcoholic beverage control. Such premises shall be open to law enforcement officers at all times that alcoholic liquor or CMB is being served, mixed or consumed on such premises.

- (c) Each person or group issued a temporary permit shall ensure that adequate trash receptacles and sanitary provisions are provided and made. The applicant is responsible for the litter and other material during and after the event and in addition, the applicant is responsible for demonstrating that adequate parking is available.
- (d) Except as otherwise provided herein, the permit shall be issued for a period of time not to exceed three (3) consecutive days, the dates and hours of which shall be specified in the permit. Not more than four (4) temporary permits may be issued to any one applicant during a calendar year. A temporary permit for a special event approved by the governing body may be issued for the entire period of such special event, but in no event shall such permit be issued for a period of time that exceeds thirty (30) consecutive days.
- (e) A temporary permit may be issued for the consumption of alcoholic liquor or CMB on a city street, alley, road, sidewalk or highway for a special event; provided, that such street, alley, road, sidewalk or highway is closed to motor vehicle traffic by the governing body for such special event, a written request for such consumption and possession of such alcoholic liquor or CMB has been made to the governing body and the special event is approved by the governing body by ordinance. The boundaries of such special event shall be clearly marked by signs, a posted map or other means which reasonably identify the area in which alcoholic liquor may be possessed or consumed at such special event.
- (f) Drinking establishments that are immediately adjacent to, or located within the licensed premises of a special event, for which a temporary permit has been issued and the consumption of alcoholic liquor on public property has been approved, may request that the drinking establishment's licensed premises be extended into and made a part of the licensed premises of the special event for the duration of the temporary permit issued for such special event.
- (g) Each licensee selling alcoholic liquor or CMB for consumption on the premises of a special event for which a temporary permit has been issued shall be liable for violations of all laws governing the sale and consumption of alcoholic liquor.
- (h) Temporary permits shall not be transferable or assignable.
- (i) Cash bonds shall be required for any temporary permit issued for a location on publicly owned property. The city manager shall establish the amount of such bond.

3-508. Penalty.

If the permit holder has violated any of the provisions of this article, the governing body shall revoke such a temporary permit, and the individual holding the permit may be charged in municipal court with the violation of the alcoholic liquor laws of the city and upon conviction shall be punished by a fine of not more than five hundred dollars (\$500.00) or imprisonment for not more than six (6) months, or be both so fined and confined.

Section 2. Other ordinances or portions thereof in conflict herewith, are hereby repealed.

Section 3. The ordinance shall take effect and be in full force from and after its publication in the official City newspaper.

PASSED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF SEDGEICK, KANSAS, THIS 21st DAY OF MAY 2025.

Bryan Chapman, Mayor

Attest:

Shelia Agee, City Clerk

(Seal)

City of Sedgwick
City Council Meeting
May 21st, 2025

TO: Mayor and City Council

SUBJECT: Selling Permits Fees

INITIATED BY: Administration

AGENDA: New Business

Recommendation: It is recommended that the governing body approve the policy as presented.

Background: Staff conducted research to determine if the current sales and solicitation and mobile food vendor permit pricing aligned with area municipalities after receiving feedback from interested mobile food vendors. Through research, it was determined that the current pricing structure may have been prohibitive to prospective food vendors. As there has been an increase in the number of food vendors seeking to make sales in the city, staff feel it is appropriate to modify the application fees to make the Sedgwick market an easier entry.

Financial Considerations: The alterations in the permit pricing may result in a nominal decrease in collections dependent upon the number of vendors who apply.

Recommendations/Actions: It is recommended that the governing body approve the policy as presented.

Attachments: New Sales Solicitation application



Sales and Solicitation and Mobile Food Vendor Application

Permit Information

Date _____ Name of Applicant _____

Type of Permit (Ordinance 906)

- _____ \$50 PER DAY
- _____ \$75 FOR 6 MONTH PERIOD
- _____ \$125 ANNUAL

Applicant Information

Full Name _____ D.O.B _____ D.L. # _____
 Address _____ City/State/Zip _____
 Email _____

MUST PROVIDE COPY OF DRIVERS LICENSE

Business Information

Business Name _____ DBA _____
 Business Address _____ City/State/Zip _____
 Sales Tax # _____ Years in Business _____

Liquor License

Liquor License: YES NO License # _____ EXP DATE _____

MUST PROVIDE COPY OF LIQUOR LICENSE

Vehicle Information

Owner Name _____
 Make _____ Model _____ Color _____
 License Plate # _____ State _____

Employee Information

List of names and birth dates of all who will be working under the license including the applicant. Please provide a photocopy of the state issued driver's license or other form of legal identification.

Name	DOB	DL #

Have any of the above been convicted of a felony? If so who and when.



Sales and Solicitation and Mobile Food Vendor Application

Applicants must include:

- **Proof of general liability insurance covering the mobile vending operation and vehicle.**
- **Copy of valid State Drivers License for operation and vehicle identified in the application.**
- **Copy of Current Health Inspection Certificate from the State of Kansas.**
- **Copy of Liquor License**

Hours of Solicitation 8am to 8pm, Monday – Friday (Food Trucks Saturday & Sunday)

The applicant understands and agrees that the license issued will not be used or represented in any way as an endorsement of the applicant by the City of Sedgwick or by any department, officer, or elected officer, or elected or appointed official of the City of Sedgwick.

Upon receipt of this application, the City Clerk will refer it to the Chief of Police for approval, as stated in Sedgwick City Ordinance No. 834. If approved, license will be issued no more than 10 days from the application.

I, _____, the applicant, or individual legally authorized to sign for corporation or partnership, state that upon signing this application, I understand and agree to the statements above and confirm that the information and answers herein contained are complete and true to the best of my knowledge.

Applicant's signature _____ Date _____

_____ APPROVED

_____ DENIED

Background Check Passed : YES NO

Sedgwick Police Chief's Signature _____ Date _____

City Clerk's Signature _____ Date _____

**City of Sedgwick
City Council Meeting
May 21, 2025**

TO: Mayor and City Council

SUBJECT: Ord. 913 – Open Burn Ordinance

INITIATED BY: Fire Chief Hansen

AGENDA: New Business

Background: The current open burn ordinance is antiquated and lacks definition of situations that have arisen in the past. The changes to the municipal code section regarding open burning allow for residents to have an open flame fire in approved containers, addresses flame height, nuisance smoke, what is to take place during a burn ban, bonfires, and prescribed burning. These changes better align us with how neighboring municipalities handle open burning within the county.

Financial Considerations: The proposed policy establishes the requirement for a burn permit to be issued for all open and recreational burns within the city limits. This change in policy has the potential to have a positive revenue return dependent on the issuance of permits.

Recommendations/Actions: It is recommended that the city council approve the ordinance as presented.

Attachments: Ordinance 913

THE CITY OF SEDGWICK, KANSAS

ORDINANCE NO. 913

AN ORDINANCE OF THE CITY OF SEDGWICK, KANSAS, AMENDING CHAPTER 7,
ARTICLE 4, OF THE CODE OF ORDINANCES, CITY OF SEDGWICK, KANSAS,
REGARDING OPEN BURNING WITHIN THE CITY LIMITS

WHEREAS, the City of Sedgwick, Kansas, has seen an increase in the number of citizens participating in open burns within city limits; and

WHEREAS, there have been an increasing number of incidences of the misuse of open burning; and

WHEREAS, the Code of Ordinances, City of Sedgwick, may be amended in the manner prescribed by Section 1-107 of the Code; and

WHEREAS, it is declared in the best interest of the citizens of Sedgwick, Kansas that Chapter 7, Article 4 of the Code of Ordinances, City of Sedgwick, Kansas, be amended accordingly.

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

SECTION 1: Sections 7-401 through 7-405 of Chapter 7, Article 4, of the code of City of Sedgwick, Kansas, are hereby repealed.

SECTION 2: Chapter 7, Article 4, of the code of the City of Sedgwick is hereby amended to read as follows:

7-401. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (a) "Burn Permit" means a written permit designed to license, specify, and document open burning as prescribed in Section 7-412.
- (b) "Fire Pit" means a barrier having an inside dimension of 4 feet or less in diameter or inside length and width dimensions of 4 feet or less, designed and installed to contain a recreational fire. Fire pits may be constructed of steel, brick, concrete, clay, or other noncombustible material as allowed by this section.
- (c) "Open burning" means the burning of materials wherein products of combustion are emitted directly into the ambient air without passing through a stack or chimney from an enclosed chamber. Open burning does not include recreational fires, fire pits, outdoor fire places or road flares, smudge pots and similar devices associated with safety or occupational uses typically considered open flames. For the purpose of this definition, a chamber shall be regarded as enclosed when, during the time of combustion occurs, only apertures, ducts, stacks, flues, or chimneys necessary to provide combustion air and permit the escape of exhaust gas are open.

- (d) “Premises” means the location of the proposed open burning and shall not include the interior of any residence or accessory structure.
- (e) “Recreational burning” means burning of outdoor fire burning materials other than rubbish where the fuel being burned is not contained in an incinerator, outdoor fire place, portable outdoor fireplace, barbeque grill or barbeque pit and has a total fuel area of 3 ft. or less in diameter and 2.5 ft. or less in height for pleasure, religious, ceremonial, cooking, warmth or similar purposes.
- (f) “Bonfire” means an outdoor fire used for ceremonial purposes with a fuel load of more than 3 feet in diameter or 2 feet in height.
- (g) “Prescribed burning” means any burning for the purpose of reducing the impact of wildland fire.
- (h) “NFPA” means the National Fire Protection Association.
- (i) “UL Approved Container” means any container approved by the Underwriters Laboratories (“UL”).

7-402. Burn location; approved containers; flame height.

- (a) Except as provided in subsection (b), open or recreational burning must be conducted 100 feet or more from any structure, road, or property boundary line. Provisions shall be made to prevent the fire from spreading to within 100 feet of any structure, road, or property boundary line.
- (b) Fires conducted in UL approved containers, or containers constructed of non-combustible materials such as brick, stone, concrete, or metal with a pile size less than three feet in diameter and two feet in height may be located not less than 15 feet from any structure, combustible material, property line or deck. All fires conducted in accordance with this subsection must be protected with a spark arrestor screen having a maximum 1/2-inch metal openings secured across the top of the fire pit or located on the vent or chimney.
- (c) Portable outdoor fireplaces that use approved Class A material, as defined by the NFPA, shall be used in accordance with the manufacturer's instructions and shall not be operated within 15 feet of a structure or combustible material.
- (d) Portable outdoor fireplaces that use propane or natural gas shall be used in accordance with the manufacturer's instructions and may be operated within 15 feet of a structure or combustible material given the sustained flame length shall not exceed 6 inches in height. If the propane portable outdoor fireplace's flame length is greater than 6 inches, it shall not be operated within 15 feet of a structure or combustible material.
- (e) Sustained flame length for open or recreational burning shall not exceed 2.5 feet in height.

7-403. Approved Materials.

Except for materials burned at the City of Sedgwick burn site, no material other than approved Class A materials, as defined by the NFPA, may be burned within the City. Approved Class A materials that are permitted to be burned within the City include:

- (a) Seasoned firewood.
- (b) Propane.
- (c) Charcoal.
- (d) Natural Gas.
- (e) Wood Pellets.
- (f) Tree Limbs.
- (g) Foliage.

7-404. Prohibited Materials of Actions.

- (a) Except for materials burned at the City of Sedgwick burn site, no papers, shavings, weeds, brush, grass, leaves, trash, tree trimmings, or plastic, Class A materials, except for those approved Class A materials identified in Section 7-403, or Class B, C, D, and K products as defined by the NFPA may be burned at any time within the City.
- (b) Except as otherwise permitted by a burn permit issued pursuant to Section 7-511, no petroleum-based products, flammable gases, flammable liquids, metals, electrical equipment, batteries, products containing batteries, cooking oils, fats, or products containing cooking oils or fats may be burned at the City of Sedgwick burn site.

7-405. Wind.

Burning will not be permitted, and all ongoing burns must be fully extinguished, if the wind speeds exceed 15 miles per hour as identified by the Harvey County 911 dispatcher.

7-406. Attended Fires.

Open and recreational burning shall not occur or continue unless the burn is attended at all times by a competent person 18 years of age or older.

7-407. Smoke Management.

No burning that creates dense smoke, nuisance smoke, or traffic hazards is allowed. Any burning that creates dense smoke, nuisance smoke, or traffic hazards must be immediately extinguished.

7-408. Burn Bans.

Burning may not take place when there is a ban or moratorium on burning issued by federal, state, or local agencies.

7-409. Bonfires.

Before any person or entity may ignite a bonfire, all permitting requirements by local authorities having jurisdiction must be complied with, including the issuance of a burn permit by the City of Sedgwick, Kansas, Fire Department. A bonfire shall not be conducted within 100 feet of a structure or combustible material unless the bonfire is contained in a barbecue pit. Conditions that could cause a fire to spread within 100 feet of a structure or combustible material shall be eliminated prior to ignition.

7-410. Prescribed Burning.

Before any person or entity may commence any prescribed burning for the purpose of reducing the impact of wildland fire, all permitting requirements by local authorities having jurisdiction must be complied with, including the issuance of a burn permit by the City of Sedgwick, Kansas, Fire Department. Prescribed burning shall be prohibited when atmospheric conditions or local circumstances make such fires hazardous. Prescribed burning shall be prohibited when wind speeds are greater than 15 mph.

7-411. Open-Flame Cooking Devices.

Except for one and two-family dwellings, charcoal, gas, and pellet grills shall not be operated on combustible balconies or within ten (10) feet of combustible construction. A fire may be built at any one and two-family dwelling, without requiring a burn permit, in any outdoor stove, oven, fireplace, chiminea, barbecue pit, or portable burner for the purpose of cooking food, provided that any such unit shall be solidly enclosed on all sides and the top surface shall be covered in a material sufficient to contain any burning embers and ash. Any fire so started shall be extinguished and made safe before the persons starting and maintaining the same shall leave the place where the fire was started.

7-412. Burn Permit.

- (a) Except as otherwise provided in this Chapter, no person or entity may conduct open or recreational burning absent compliance with all permitting requirements by local authorities having jurisdiction, including the issuance of a burn permit by the City of Sedgwick, Kansas, Fire Department.
- (b) All open and recreational burn permits issued by the City of Sedgwick, Kansas, Fire Department must provide:
 - (1) The location of the burn;
 - (2) The time period for which the burn permit is effective;
 - (3) The type of burn to be conducted;
 - (4) The name of the permit holder;
 - (5) The address of the permit holder;
 - (6) Contact information, including phone number and email address for the permit holder;

- (7) The permit holder’s signature attesting that the permit holder will abide by all requirements for the issuance of the burn permit and assumes all liability for any damages which may occur from this prescribed burn;
- (8) The signature of the Fire Chief or the Fire Chief’s designee.
- (c) Failure to comply with this Chapter or the burn permit requirements will result in revocation of the burn permit and will subject the permit holder to any penalties provided in Section 7-415.
- (d) Without subjecting the permit holder to any penalties provided in Section 7-417, the Fire Chief or any designee of the Fire Chief may revoke the burn permit at any time in the event that atmospheric conditions or other public safety considerations arise that would inhibit the open or recreational burn from being conducted in a safe or controlled manner.

7-413. Burn Site.

Except as otherwise provided in this Chapter, the City of Sedgwick, Kansas, burn site is subject to all limitations and burn permit requirements as prescribed within this Chapter.

7-414. Penalty.

Any person or entity violating any of the provisions of this article shall, upon conviction thereof, be fined in any sum not exceeding \$500.00, or be imprisoned not to exceed 30 days, or be both so fined and imprisoned.

Section 3: This ordinance shall take effect and be in force on the ___ day of _____, 2025, and after such publication in the official City newspaper.

ADOPTED by the Governing body of the City of Sedgwick, Kansas on this ___ day of _____, 2025.

Bryan Chapman, Mayor

ATTEST:

Sheila Agee, City Clerk

**City of Sedgwick
City Council Meeting
May 21, 2025**

TO: Mayor and City Council

SUBJECT: Library Lease Agreement

INITIATED BY: Administration

AGENDA: New Business

Recommendation: It is recommended that council approve the lease agreement as presented.

Background: The City and Lillian Tear Library Board have a lease agreement in place that spells out responsibilities of each entity in terms of repairs and maintenance to the property. A draft agreement was sent to the library board for their consideration earlier this year with the requirement that they hold the policy for personal property coverage of contents in the building. They have procured a policy and are ready to move forward with the agreement.

Financial Considerations: If approved, the contract will go into place with the annual cost of \$1.00.

Recommendations/Actions: Council's determination

Attachments: Lease agreement

LEASE AGREEMENT

This agreement made this ___ day of _____ 2025, by and between City of Sedgwick, Harvey County, Kansas, hereinafter referred to as “Landlord”, and The Lillian Tear Public Library of the City of Sedgwick, Harvey County, Kansas, hereinafter referred to as “TENANT”;

WITNESSETH THAT:

WHEREAS, Landlord is the owner of certain real property including building, fixtures and certain land located at 511 N. Commercial, Lot 131 on west side of Commercial Avenue, Sedgwick, Kansas.

WHEREAS, Landlord and Tenant desires to enter into a written lease of the premises, including the building, and fixtures on the property.

IT IS THEREFORE AGREED AS FOLLOWS:

1. **RENT:** Landlord will lease the above-described premises, for the uses established by organization, to Tenant for \$1.00 per annum with the rental payment due on the 1st day of July each year, payable in advance.

2. **TERM:** The term of the lease shall be for a period of five years, beginning this day of _____ 2025 and ending on ___ day of _____ 2030.

The Tenant shall have the option to renew this lease for an additional term of five years, with the terms and conditions of said lease to be agreed upon by the parties, upon Tenant providing written notice to the Landlord 30 days prior to the expiration of this lease.

3. **MAINTENANCE, Repair, and Capital Improvement Responsibilities:**

3.1 **Routine Maintenance.** The Tenant shall, during the term of this lease or any renewal or extension thereof, at its sole expense, keep the interior of the leased property in as good order and repair as it is at the date of commencement of this lease, reasonable wear and tear and damage by accidental fire or other casualty excepted. The Tenant shall be responsible for daily/routine maintenance of the Leased Premises which shall include, pest control, cleaning and janitorial services, snow and ice removal, light fixture bulb replacements, and general cleanup expenses for the Leased Premises. The Tenant shall be responsible for small maintenance to include interior painting, interior locks and front entrance exterior locks. The Landlord shall maintain the building structure and property including, the exterior of the building, windows, exterior doors, rear entrance exterior door locks, parking area, sidewalks and routine servicing of heating, air conditioning and ventilating systems.

3.2 **Repairs.** Repairs are defined as any necessary maintenance or upkeep required to keep the Leased Premises in a safe and useable condition and does not include normal wear and tear that occurs during the term of this lease. Landlord shall be responsible for all repairs costing \$10,000.00 or less. Bids for repairs exceeding \$10,000.00 will be submitted to the Council and Library Board for approval. The parties will share the cost

of major repairs which exceed \$10,000.00. Three bids will be required all such repairs and the parties will determine which bid to accept and will then negotiate the manner in which the repair cost will be divided. The Landlord responsibility is subject to available funding in the current budget year and requires approval of Council to reallocate funding above what is budgeted for facility maintenance. The Tenant responsibility is subject to available funding in the current budget year and requires the approval of the Board to reallocate funding. Both parties understand that if funding is unavailable in the current budget year from either party for a repair, then the repair may be deferred until funds are available and allocable or the party with available funding may assume the entire cost for the repair at its sole discretion. If one party assumes the entire cost of a repair at its discretion, it is not entitled to repayment from the other party. The Landlord shall file insurance claims for property damages for severe weather, natural disasters or catastrophic events.

- 3.3 Capital Improvement Responsibilities. A capital improvement is defined as a construction or improvement project necessary to keep the Leased Premises in the same condition as it exists at the date of commencement of this lease and does not include ordinary wear and tear that occurs during the term of this lease. The Landlord shall be responsible for capital improvements. Capital improvements shall be subject to the approval of City Council and available funding. Further, the parties shall negotiate timelines for when and how such capital improvements shall be made.

4. INSURANCE: Landlord shall maintain insurance against loss by fire or other natural disasters on the real estate subject of this lease. The landlord shall maintain public liability insurance on the premises. The Tenant shall provide all insurance necessary for the personal property located on the leased premises equal to the value of \$300,000. Tenant will provide Landlord with a certificate of insurance evidencing Tenant's coverage. Tenant shall provide annual insurance certificate evidencing continued personal property coverage. Landlord will provide Tenant with annual insurance certificate evidencing continued insurance coverage for the building and public liability on the premises.

5. ALTERATIONS: The Tenant shall have the right, from time to time, to make all such alterations and improvements to the leased property as shall be reasonably necessary of appropriate in the Tenant's judgment, provided approval of such alteration is first obtained from Landlord. All alterations and improvements to the real estate shall become the property of Landlord upon the termination of this lease.

6. REMOVAL FROM PREMISE: Tenant will, upon the termination of this lease by its own terms or due to breach by Tenant, remove itself from the leased premises within sixty (60) days of notification of termination of agreement.

7. BREACH: If Tenant should breach any of the covenants or conditions as contained in the Lease or perform any act, which would result in waste of the premises, or fail to pay the rental payment, Landlord shall notify Tenant by certified mail return receipt requested of such default. Tenant shall have ten (10) days to correct the default, or make good faith effort. If the correction, or good faith effort, is not made by Tenant within that period of time, it shall be in breach of the Lease and shall voluntarily remove itself from the premises according to the terms set forth in section 6.

If Landlord should breach any of the covenants or conditions as contained the in Lease, Tenant shall notify Landlord by certified mail of such default. Landlord shall have ten (10) days to correct the default, or make good faith effort. If the correction, or good faith effort, is not made by the Landlord within that period of time, the Tenant may exercise its right to exit the Lease free of penalty.

8. ASSIGNMENT OR SUBLEASE: Tenant may not assign or sublease the lease in whole or in part.

9. COMPLIANCE WITH APPLICABLE LAW: Landlord warrants that the premises are in compliance with all federal, state, county and city laws. Neither the Landlord nor the Tenant shall knowingly commit or willingly permit any act or thing contrary to rules and regulations of any federal, state or municipal authority.

10. EMINENT DOMAIN: It is expressly understood and agreed if all or any material portion of the premises are taken by the exercise of Eminent Domain, Tenant may cancel the lease by written notice, mailed to the Landlord, within ten days of the taking, provided, that Tenant shall not be precluded from participating in such proceedings to establish any damage resulting to it from such exercise of the right of Eminent Domain.

11. UTILITIES: Tenant covenants and agrees to pay for all gas, electric current, and all other utilities serving the real estate during the term of this lease. Landlord agrees to provide city owned utilities at a zero cost to the Tenant.

12. NOTICES: Any notice required or permitted hereunder or by law shall be sent by certified mail, with return receipt requested, postage prepaid, to the Mayor of the City of Sedgwick at 520 N. Commercial, Sedgwick, Kansas, and to the Chairman of the Library Board, PO Box 28, 511 N. Commercial, Sedgwick, Kansas. All rent payments due hereunder shall be delivered to said Landlord at above address.

13. GOVERNING LAW: It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Kansas.

14. BENEFIT OF HEIRS: This lease shall inure to the benefit of the agents, representatives and assigns in interest of the respective parties hereto.

IN WITNESS WHEREOF, we have hereunto executed the above Lease Agreement on the day and year first above written.

“LANDLORD”

“TENANT

City of Sedgwick, Harvey County, Kansas

Lillian Tear Library for the City of Sedgwick, Harvey County, Kansas

By: _____

By: _____

Title: _____

Title: _____

**City of Sedgwick
City Council Meeting
May 21, 2025**

TO: Mayor and City Council

SUBJECT: Comp-time Policy

INITIATED BY: Administration

AGENDA: New Business

Background: City staff held internal discussions about the development of a comp-time policy to broaden the city's benefit offerings and address the possibility of overtime being banked for future use as leave instead of being paid out biweekly. At the time of the discussions, the Sedgwick Police Department was the only department that wanted to move forward with the implementation of the policy.

The current Personnel Policies & Guidelines manual does not allow an employee to accrue compensatory time, but does allow for the employee to flex time during a given pay period/ pay week as approved by the department director. If approved, sworn officers would be eligible to receive compensatory time for hours worked beyond 126 hours in a 21-day work period at a rate of 1.5 hours for every hour of overtime worked. Non-exempt support staff would be eligible to receive compensatory time for hours worked beyond 80 hours in a 14-day work period at a rate of 1.5 hours for every hour worked. Exempt staff would be eligible to receive compensatory time for hours worked beyond 80 hours in a 14-day work period at a rate of 1 for 1. The maximum a sworn officer could accrue is 84 hours, after which all hours worked beyond 126 hours in a 21-day period would be paid out as overtime. Non-exempt support staff would be allowed to bank a maximum of 80 hours; once the maximum is reached, overtime would be paid. Exempt staff may accrue a maximum of 80 hours, anything worked in addition of the 80 hours would remain at straight time.

The use of compensatory time would be required to be approved by the department head in accordance with the Personnel Policies and Guidelines for requesting paid leave. Upon separation from employment, all unused compensatory time would be paid out at the employee's current regular rate of pay. Additionally, employees may request a payout of accrued compensatory time at any time of year, subject to budgetary constraints and approval by the City Administrator.

Financial Considerations: If we were fully staffed and every employee within the department requested to have a payout of their maximum banked compensatory time, the city would be looking at a total of approximately \$12,000 being paid out. This amount is equal to the already allocated overtime budget that we carry in the department. A potential reduction in overtime costs could be seen with the implementation of this policy.

Recommendations/Actions: It is recommended that the city council approve the compensatory time policy for the Sedgwick Police Department as presented.

Attachments: Proposed Policy

City of Sedgwick Police Department Compensatory Time Policy

Purpose: The purpose of this compensatory time policy is to provide guidelines for earning and using compensatory (comp) time in accordance with the Fair Labor Standards Act (FLSA), Kansas Labor Laws, and the operational needs of the City of Sedgwick Police Department. This policy applies to all sworn and non-sworn personnel of the department.

1. Eligibility

- a. **Sworn Officers:** Eligible to receive compensatory time for hours worked beyond 126 hours in a 21-day work period at a rate of 1.5 hours for every hour of overtime worked.
- b. **Non-Exempt Support Staff:** Eligible to receive compensatory time for hours worked beyond 80 hours in a 14-day work period at a rate of 1.5 hours for every hour of overtime worked.
- c. **Exempt Staff:** Eligible to receive compensatory time for hours worked beyond 80 hours in a 14-day work period on an hour-for-hour basis.

2. Accrual of Compensatory Time

- a. **Sworn Officers:** May accrue a maximum of 84 hours of compensatory time a year. Once the maximum of 84 hours is reached, additional overtime will be paid at the standard overtime rate, as required by FLSA.
- b. **Non-Exempt Support Staff:** May accrue a maximum of 80 hours of compensatory time a year. Once the maximum of 80 hours is reached, additional overtime will be paid at the standard overtime rate, as required by FLSA.
- c. **Exempt Staff:** May accrue a maximum of 80 hours of compensatory time.

Any hours worked beyond this cap will not result in further compensatory time accrual unless exceptional circumstances are approved by the Chief of Police and the City Administrator.

3. Use of Compensatory Time

Compensatory time may be used in lieu of paid leave. Requests for comp-time must be submitted within reasonable notice and in accordance with Personnel Policies and Guidelines for requesting paid leave. Time off will be granted as long as it does not unduly disrupt department operations.

4. Payout of Compensatory Time

- a. Upon separation from employment, all unused compensatory time shall be paid out at the employee’s regular rate of pay at the time of separation, as required by FLSA and Kansas State Law.
- b. Employees may request a payout of accrued compensatory time, subject to budgetary constraints and approval by the City Administrator. Requests must be made in writing and be received with submitted timecards for each pay period.

5. Recordkeeping

The Police Chief and the City Clerk are responsible for tracking compensatory time accrual and usage for all department personnel. Records must comply with FLSA and Kansas Labor Law requirements and will be available for employees review upon request.

6. Exceptions and Amendments

Exceptions to this policy may be granted in extraordinary circumstances, subject to approval by the Chief of Police and the City Administrator. This policy will be reviewed periodically to ensure compliance with federal and state labor laws and may be updated as necessary to reflect changes in labor standards or department operations.

Effective Date:

This policy will take effect of [Insert Effective Date], and all prior versions of compensatory time policies for the City of Sedgwick Police Department are hereby rescinded.

By signing below, you acknowledge that you have read, understood, and agree to comply with the City of Sedgwick Police Department Compensatory Time Policy.

Employee Signature: _____

Date: _____

Supervisor Signature: _____

Date: _____