



REGULAR COUNCIL MEETING

Monday, December 7, 2020 at 7:30 pm

MEETING LOCATION: 520 N. Commercial Ave

(Council Chambers)

Council Meeting will be broadcast on Facebook Live

Click here to visit our: [Facebook Page](#)

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

Mayor Bryan Chapman

2. ADDITIONS / DELETIONS TO AGENDA

3. STAFF REPORTS

a. Brad Jantz, City Attorney

b. Joseph Turner, City Administrator

4. CONSENT AGENDA

Sample Motion:

Motion to approve the consent agenda as presented.

Motion by _____

Second by _____

a. Minutes of November 16, 2020, Regular Meeting

b. Approval of Payroll November 25, 2020 amount \$16,435.05

c. Approval of General Disbursement Checks amount \$149,271.70

5. UNFINISHED BUSINESS

6. NEW BUSINESS

a. Storm Shelter Contract with Protection Shelters LLC

Sample Motion:

Motion to accept the bid for Sedgwick Park Tornado Shelter Project from Protection Shelters not to exceed \$262,000.00.

Motion by _____

Second by _____

b. Resolution 12072020 - USDA Grant Funding

Sample Motion:

Motion to approve Resolution 12072020, for acceptance and compliance with various requirements to obtain financial assistance from USDA Grant Funding.

Motion by _____

Second by _____

c. Appointment to Sedgwick Housing Authority - Pennie Schaffer

Sample Motion:

Motion to approve the appointment of Pennie Schaffer to the Sedgwick Housing Authority.

Motion by _____

Second by _____

d. Appointment to Sedgwick Housing Authority - Teresa Eggleston

Sample Motion:

Motion to approve the appointment of Teresa Eggleston to the Sedgwick Housing Authority.

Motion by _____

Second by _____

7. OTHER BUSINESS

8. EXECUTIVE SESSION

a. Confidential data relating to financial affairs

Sample Motion:

Motion to recess open meeting into Executive Session pursuant K.S.A. 75-4319(b) (4), confidential data relating to financial affairs or trade secrets of second parties, such as corporations, partnerships, trusts and individual proprietorships, to include the following persons: Governing Body, City Attorney, City Administrator and City Clerk for ___ minutes, with the open meeting to resume in the City Council chambers at ___ pm.

Motion by _____

Second by _____

b. Council meeting reconvened with no binding action taken in Executive Session.

9. ADJOURN

Contact: Janise P. Enterkin, CMC (janise@cityofsedgwick.org 316-772-5151) | Agenda published on 12/10/2020 at 12:54 PM

CITY ADMINISTRATOR'S REPORT

To: Honorable Mayor and City Council

From: Joseph Turner, City Administrator

Re: City Administrator Report for December 7th Regular City Council Meeting

Date: December 4, 2020

The following report summarizes some of the major issues and events that have transpired since our previous council meeting.

Bathroom Park/Storm Shelter

Things are progressing and moving along on this front. Please see Board Agenda Item 6a about entering a contract with Protection Shelters, LLC.

COVID/CARES Act Projects

The police department/municipal court building renovations are progressing. The foundation has been repaired and the public works crew continues to work diligently on this project. Drywall installation is slated to begin next week. The council chambers audio/visual installation will begin soon. I have been assured that this project will be completed by December 30th.

We have submitted the required reports and receipts to Harvey County for one hundred percent of our allotment and we expect to receive those funds in the next couple of weeks.

Fire Department

Chief Zane Hansen took delivery of our new fire engine. Aside from applying new decals, the vehicle has been outfitted and placed in service. Chief Hansen has told me that the volunteers are very excited about the new vehicle. We are planning an "open house" of sorts in the New Year to hopefully give the community and children the opportunity to see it up close.

Street Repairs and Improvements

The concrete valley gutters were replaced and look great. Since the area in the intersections had next to zero inches of fall, and upon consultation with Encore Pavement, Superintendent McGinn, and Mayor Chapman, it was determined that some additional curb line replacement was needed. Additionally, the original concrete thickness was 8 inches instead of 6 inches, so we modified the project. This result in an increase in the cost with a final price of approximately \$26,000.

The crack sealing crew began work several weeks ago but has not completed the job due to weather issues. We expect the work to be completed before the end of the year.

General Obligation Bonds

I met with representatives of Stifel to discuss the current bond market and discuss potential options. The feedback that I received was that there were not any options to reduce our debt costs in the current market. Most of our debt issues are already at attractive rates and our largest issue cannot be refunded until 2027.

We discussed potential bond options for the EMS department. They stated that we could only bond for buildings and equipment and that operational costs are not eligible. Additionally, I was informed that we should expect to pay about five percent in costs and fees on a debt issuance in the \$500,000 range.

Warehouse Acquisition

Our acquisition of the warehouse parcel in the industrial park is near completion. I was cautiously optimistic we would have closed before December 7th, but that is not the case. It is my expectation that we will take formal possession of the property before Christmas.



520 N. Commercial Ave, PO Box 131
Sedgwick, Kansas 67135

Regular City Council Meeting
November 11, 2020

Council Room, City Hall
7:30 pm

CALL TO ORDER: Mayor Bryan Chapman

Mayor Chapman opened the meeting with pledge of allegiance and welcomed everyone that was joining the meeting via Facebook Live.

GOVERNING BODY MEMBERS PRESENT: Monty Leonard, Kirby Stucky, Brenda DeHaven, Randi Tolin, Carol Truesdell

GOVERNING BODY MEMBERS ABSENT:

ALSO ATTENDING: Joe Turner, City Administrator, Janise Enterkin, City Clerk, Brian Daily, Police Chief, Bill Bush, Harvey County Independent, Dru Held, Brad Jantz, City Attorney via phone call.

PUBLIC HEARING – Redbarn Farms Subdivision Special Assessments

Mayor Chapman opened the Public Hearing at 7:31pm

Dru Held, Redbarn Farms developer, presented Council with a summary of objections to the proposed Special Assessment cost certification. City Administrator Joe Turner said that he had discussed the proposed charges with Bond Counsel and with the Director of KHRC, they were okay with the proposed charges.

Mayor Chapman closed the Public Hearing at 8:12pm

ADDITIONS/DELETIONS TO THE AGENDA

MOTION by Council Member Randi Tolin to approve agenda with the addition of 9A Executive Session, Non-elected Personnel.

SECOND by Council Member Kirby Stucky

MOTION CARRIED

PUBLIC FORUM

No public response.

STAFF REPORTS

Joe Turner, City Administrator, reported on the following items:

The city was awarded a grant for a park and storm shelter. A request for bid will be put together and sent out. Turner will be working on more grant options to assist with cost.

Received a grant from the 2020 Women's Community Foundation for \$1,980, for purchase of 2 AED's.

Submitted grants for Transportation Alternatives Program for sidewalks, KS Division of Emergency Management for tornado siren. Fire Chief Hansen is working on grants for his department.

Update on COVID Cares projects.

Purchase agreement for Fire Truck from Whitewater has been signed. Will need to file for quiet title.

Tax exemption has been received for several parcels in town of city owned properties. We received \$1,700 for last year's taxes.

Street repairs and improvement update, crack sealing has begun for east side of town. Concrete repair will begin soon.

October sales tax collection, 6.1% higher than 2019. Half cent sales tax for street improvements totaling \$68,784.42.

519 N. Commercial Ave, hope for resolution.

Council Member Tolin asked about information on Ambulance Service. Council Member Monty Leonard said he has a list of people that would like to be on an ambulance committee.

CONSENT AGENDA

Regular Council minutes of November 2, 2020 with change to motion on Concrete Valley Gutter and Curb Repairs from 4-1 to 3-1, Council Member Tolin voting no, Council Member Truesdell absent.

Approval of Payroll November 13, 2020 amount \$15,107.51

Approval of General Disbursement Checks amount \$69,929.42

MOTION by Council Member Monty Leonard to approve Consent Agenda with change to minutes as noted.

SECOND by Council Member Randi Tolin

MOTION CARRIED

UNFINISHED BUSINESS

Amended Certification of Total Final Costs and Assessment Rolls.

MOTION by Council Member Monty Leonard to approve the Amended Certification of Total Final costs and assessment rolls as presented.

SECOND by Council Member Kirby Stucky

MOTION CARRIED

Ordinance 876, levying Special Assessment Taxes-Redbarn Farms Subdivision

MOTION by Carol Truesdell to approve Ordinance 876 Levying Special Assessment Taxes, Redbarn Farms Subdivision Improvements.

SECOND by Council Member Kirby Stucky

MOTION CARRIED

NEW BUSINESS

Emergency Water Supply Plan

MOTION by Randi Tolin to approve the 2020 Emergency Water Supply Plan as amended, add Brian Barratti phone number.

SECOND by Kirby Stucky

MOTION CARRIED

OTHER BUSINESS

Ordinance 877-Evergy Franchise Contract Renewal

MOTION by Council Member Monty Leonard to approve Ordinance 877, Evergy Franchise Contract at 5% franchise fee for 20 years including 5 year interval option.

SECOND by Brenda DeHaven

MOTION CARRIED

City Park Name

Suggestion by City Administrator Joe Turner to approve the re-naming of Sedgwick City Park to Donald K. DeHaven Memorial Park was tabled to get public input on renaming the park. Do survey through newspaper, Facebook and/or Survey Monkey.

EXECUTIVE SESSION

Non-Elected Personnel

MOTION by Council Member Randi Tolin to recess into Executive Session pursuant to PERSONNEL MATTERS of non-elected personnel exception, K.S.A. 75-4319(b)(1), in order to discuss matters involving a current City of Sedgwick employee and to include the following persons: Governing Body with the open meeting to resume in the City Council chamber at 9:30 PM.

SECOND by Monty Leonard

MOTION CARRIED

Council meeting reconvened with no binding action taken in Executive Session.

Non-Elected Personnel

MOTION by Council Member Randi Tolin to recess into Executive Session pursuant to PERSONNEL MATTERS of non-elected personnel exception, K.S.A. 75-4319(b)(1), in order to discuss matters involving a current City of Sedgwick employee and to include the following persons: Governing Body and City Administrator with the open meeting to resume in the City Council chamber at 9:50 PM.

SECOND by Kirby Stucky

MOTION CARRIED

Council meeting reconvened with no binding action taken in Executive Session.

ADJOURNMENT

MOTION by Council Member Kirby Stucky to adjourn at 9:53 PM

SECOND by Council Member Randi Tolin

MOTION CARRIED

Janise P. Enterkin
City Clerk

December 7, 2020

PAYROLL CHECKS - DIRECT DEPOSIT

Payroll November 27, 2020

TOTAL PAYROLL CHECKS

\$ 16,435.05

GENERAL DISBURSEMENT CHECKS-AAABGU

\$ 26,880.01

GENERAL DISBURSEMENT CHECKS-AAABGV

\$ 25,000.00

GENERAL DISBURSEMENT CHECKS-AAABGX

\$ 18,127.12

GENERAL DISBURSEMENT CHECKS-AAABGY

\$ 65,024.47

GENERAL DISBURSEMENT CHECKS-AAABGZ

\$ 14,240.10

TOTAL DISBURSEMENT CHECKS

\$ 149,271.70

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City of Sedgwick (SEDGKS)
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Vendor	Description	Check Date	Invoice#	Check#	Check Total
ADVANTAGE COMPUTER	JAYHAWK REINSTALL	11/20/2020	80676	67252	\$250.00
MICHAEL ATKINS	FINE OVERPAYMENT	11/20/2020	112020ATKINS	67253	\$59.00
B & B LUMBER	PD/COURT BLDG SUPPLI	11/20/2020	2011-591720	67254	\$2,533.03
BRUNDAGE BONE CONCRETE PUMP	CONCRETE PUMP PD/CO	11/18/2020	318921	67255	\$677.34
CONCRETE MATERIALS CO.	PD/COURT BLDG WORK	11/20/2020	470241R	67256	\$2,239.00
COX BUSINESS SERVICES	PHONE/FAX/TV/INTERNE	11/20/2020	112020COX	67257	\$1,151.79
FAMILY HEALTH AMERICA, LC	HRA ADMIN FEES	11/20/2020	112020HRA	67258	\$350.00
HALSTEAD TIRE	FIRE TRUCK TIRE	11/20/2020	7714	67259	\$215.05
HARVEY COUNTY ECONOMIC DEVEL	PARTNER CONTRIBUTION	11/20/2020	2013-1104	67260	\$1,000.00
HARVEY COUNTY JAIL	HV CO JAIL FEES	11/18/2020	112020JAIL	67261	\$105.00
HARVEY COUNTY TREASURER	2020 RE TAX SWF	11/20/2020	112020HVCOTREAS	67262	\$39.00
KANSAS HIGHWAY PATROL	VIN INSPECTION FORMS	11/20/2020	112020KHP	67263	\$100.00
KANSAS GAS SERVICE	GAS SERVICE	11/18/2020	112020KSGAS	67264	\$186.28
KANSAS SECRETARY OF STATE	NOTARY FILING-SHELIA	11/18/2020	112020NOTARY	67265	\$25.00
R. E. PEDROTTI CO., INC.	EAST WATER TOWER SVC	11/20/2020	10545	67266	\$396.00
RAM JACK	PD/COURT FOUNDATION	11/18/2020	1551	67267	\$11,850.00
SALINA SUPPLY COMPANY	WATER METERS/PARTS	11/20/2020	S100182479.001	67268	\$273.97
SEDGWICK HISTORICAL SOCIETY	HIST SOC DONATIONS	11/18/2020	112020HISTSOCIETY	67269	\$2,500.00
SUPERIOR RUBBER STAMP & SEAL II	NOTARY STAMP	11/20/2020	100384	67270	\$31.50
EVERGY	ELECTRIC SERVICE	11/18/2020	112020EVERGY	67271	\$2,898.05

Total Direct Expense:	\$26,880.01
Total Immediate Payments:	\$26,880.01

Report Summary

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

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

City of Sedgwick (SEDGKS)
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Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
2	ADVANTAGE / ADVANTAGE COMPUTER	11/20/2020	11/20/2020	80676	\$250.00
1	01-05-60-6200 JAYHAWK REINSTALL-SHELIA			0.1 \$250.0000	\$25.00
2	01-03-60-6200 JAYHAWK REINSTALL-SHELIA			0.1 \$250.0000	\$17.50
3	01-01-60-6200 JAYHAWK REINSTALL-SHELIA, JANISE, JOE TURNER			0.8 \$250.0000	\$207.50
8	ATKINS, MICHAEL / MICHAEL ATKINS	11/20/2020	11/20/2020	112020ATKINS	\$59.00
1	01-03-00-4305 FINE OVERPAYMENT-M ATKINS			1.0 \$59.0000	\$59.00
17	B & B LUMBER / B & B LUMBER	11/20/2020	11/20/2020	2011-591720	\$2,533.03
1	01-00-00-4711 2011-591720 PD/COURT BLDG 2X4'S & SUPPLIES			1.0 \$1,652.5800	\$1,652.58
2	01-00-00-4711 2011-592107 PD/COURT BLDG 2X6'S, WAFER BOARD, SUPP			1.0 \$880.4500	\$880.45
13	BRUNDAGE / BRUNDAGE BONE CONCRETE PUMPING,	11/20/2020	11/20/2020	318921	\$677.34
1	01-00-00-4711 PD/COURT BLDG CONCRETE PUMP			1.0 \$677.3400	\$677.34
19	CMC / CONCRETE MATERIALS CO.	11/20/2020	11/20/2020	470241R	\$2,239.00
1	01-00-00-4711 PD/COURT BLDG CONCRETE WORK			1.0 \$2,239.0000	\$2,239.00
1	COX / COX BUSINESS SERVICES	11/20/2020	11/20/2020	112020COX	\$1,151.79
1	01-01-60-6180 CH PHONE/FAX/INTERNET/TV			1.0 \$278.9600	\$278.96
2	01-05-60-6180 COURT PHONE/FAX/INTERNET/TV			1.0 \$58.7200	\$58.72
3	10-00-60-6180 WATER PHONE/FAX/INTERNET/TV			1.0 \$58.7200	\$58.72
4	13-00-60-6180 SEWER PHONE/FAX/INTERNET/TV			1.0 \$58.7200	\$58.72
5	01-03-60-6180 PD PHONE/FAX/INTERNET/TV			1.0 \$220.2300	\$220.23
6	01-11-60-6180 MAINT SHOP 320 N WASH PHONE			1.0 \$33.2500	\$33.25
7	01-04-60-6180 FIRE PHONE/INTERNET			1.0 \$112.2500	\$112.25
8	13-00-60-6180 SEWER PLANT PHONE/INTERNET			1.0 \$152.2500	\$152.25
9	01-06-60-6180 POOL PHONE/INTERNET			1.0 \$112.1900	\$112.19
10	13-00-60-6180 EAST LIFT PHONE			1.0 \$33.2500	\$33.25
11	13-00-60-6180 SOUTH LIFT PHONE			1.0 \$33.2500	\$33.25
4	FAMILY HEALTH / FAMILY HEALTH AMERICA, LC	11/20/2020	11/20/2020	112020HRA	\$350.00
1	33-00-60-6290 HRA AMEND FEE TO INCREASE BENEFIT			1.0 \$250.0000	\$250.00
2	33-00-60-6290 HRA ADMIN SERVICES FEE			1.0 \$100.0000	\$100.00
9	HALSTEAD TIRE / HALSTEAD TIRE	11/20/2020	11/20/2020	7714	\$215.05
1	01-04-70-7120 FIRE TRUCK TIRE-FIGHTING BURTON FIRE 11-14-20			1.0 \$215.0500	\$215.05
5	HRVY CO EDC / HARVEY COUNTY ECONOMIC DEVELOI	11/20/2020	11/20/2020	2013-1104	\$1,000.00
1	01-07-60-6410 HV CO EDC DUES			1.0 \$1,000.0000	\$1,000.00

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Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
12	HRVY CO SHERIFF / HARVEY COUNTY JAIL	11/20/2020	11/20/2020	112020JAIL	\$105.00
1	01-05-60-6320 HV CO JAIL FEES-PETTIET			1.0 \$35.0000	\$35.00
2	01-05-60-6320 HV CO JAIL FEES-TEDDER			1.0 \$35.0000	\$35.00
3	01-05-60-6320 HV CO JAIL FEES-VANATTA			1.0 \$35.0000	\$35.00
18	HRVY CO TRES / HARVEY COUNTY TREASURER	11/20/2020	11/20/2020	112020HVCOTREAS	\$39.00
1	12-00-60-6290 520 N COMMERCIAL SOLID WASTE FEE			1.0 \$39.0000	\$39.00
20	KANSAS HIGHWAY PATROL / KANSAS HIGHWAY PATRC	11/20/2020	11/20/2020	112020KHP	\$100.00
1	01-03-70-7010 VIN INSPECTION FORMS			50.0 \$2.0000	\$100.00
10	KS GAS / KANSAS GAS SERVICE	11/20/2020	11/20/2020	112020KSGAS	\$186.28
1	13-00-60-6180 402 S COMM GAS SERVICE			1.0 \$37.1500	\$37.15
2	01-04-60-6180 320 N WASHINGTON GAS SERVICE			0.9 \$149.1300	\$126.76
3	01-11-60-6180 320 N WASHINGTON GAS SERVICE			0.2 \$149.1300	\$22.37
15	KS SEC STATE / KANSAS SECRETARY OF STATE	11/20/2020	11/20/2020	112020NOTARY	\$25.00
1	01-01-60-6700 NOTARY FILING FEE-SHELIA			1.0 \$25.0000	\$25.00
7	R E PEDROTTI / R. E. PEDROTTI CO., INC.	11/20/2020	11/20/2020	10545	\$396.00
1	10-00-60-6130 EAST WATER TOWER SVC-REPLACE PRESSURE TRANSDUCER			1.0 \$396.0000	\$396.00
14	RAM JACK / RAM JACK	11/20/2020	11/20/2020	1551	\$11,850.00
1	01-00-00-4711 PD/COURT BLDG FOUNDATION-PIER INSTALLATION			1.0 \$11,850.0000	\$11,850.00
3	SALINA SUPPLY / SALINA SUPPLY COMPANY	11/20/2020	11/20/2020	S100182479.001	\$273.97
1	10-00-70-7130 S100182479.001-WATER METERS/PARTS			1.0 \$136.9500	\$136.95
2	10-00-70-7130 S100178440.001-WATER PARTS			1.0 \$2.8800	\$2.88
3	10-00-70-7130 S100182566.001-WATER METER PARTS			1.0 \$134.1400	\$134.14
11	SEDGWICK HISTORICAL / SEDGWICK HISTORICAL SOC	11/20/2020	11/20/2020	112020HISTSOCIETY	\$2,500.00
1	01-07-60-6400 HIST SOCIETY DONATION			1.0 \$2,500.0000	\$2,500.00
6	SUPERIOR / SUPERIOR RUBBER STAMP & SEAL INC.	11/20/2020	11/20/2020	100384	\$31.50
1	01-01-70-7010 NOTARY STAMP-SHELIA			1.0 \$31.5000	\$31.50

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City of Sedgwick (SEDGKS)
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Vendor	Description	Check Date	Invoice#	Check#	Check Total
WHITEWATER RIVER FIRE DISTRICT	FIRE TRUCK PURCHASE	11/18/2020	111820WHITEFIRE	67251	\$25,000.00

Total Direct Expense: \$25,000.00
Total Immediate Payments: **\$25,000.00**

Report Summary

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

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Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice	
Line	GL Expense Account	Desc/Inv Stock/Alloc/Cost Code		Quantity Bought	Cost Per Unit	Line Extension
1	WHITEWATER RIVER / WHITEWATER RIVER FIRE DISTR	11/18/2020	11/18/2020	111820WHITEFIRE		\$25,000.00
1	41-04-00-8210	FIRE TRUCK AND EQUIPMENT		1.0	\$25,000.0000	\$25,000.00
Grand Totals					Total Direct Expense:	\$25,000.00
					Total Immediate Payments:	\$25,000.00

Report Summary

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

AP Pay Bills Edit - Council Report

City of Sedgwick (SEDGKS)

11/24/2020 12:20:56 PM

Batch: AAABGX

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Vendor	Description	Check Date	Check# Invoice#	Check Total Invoice Amt
BCBS OF KANSAS	HEALTH INSURANCE DEC 2020	11/27/2020	67274	\$7,826.83
1			PR0000000275	570.08
2			PR0000000276	7,256.75
AETNA	VISION INSUR DEC 2020	11/27/2020	67272	\$91.09
1			PR0000000275	31.31
2			PR0000000276	59.78
DELTA DENTAL OF KANSAS	DENTAL INSUR DEC 2020	11/27/2020	67275	\$719.54
1			PR0000000275	47.98
2			PR0000000276	671.56
KPERS	RETIREMENT-DEC 2020	11/27/2020	67277	\$2,566.54
1			PR0000000276	2,566.54
LEGACY BANK	941 TAX-NOV 27 2020	11/27/2020	67276	\$5,478.37
1			PR0000000276	5,478.37
KANSAS STATE WITHHOLDING T	WITHHOLDING TAX-NOV 27 2020	11/27/2020	67279	\$942.97
1			PR0000000276	942.97
AFLAC	EMPLOYEE INSUR NOV 2020	11/27/2020	67273	\$257.16
1			PR0000000275	104.22
2			PR0000000276	152.94
KANSAS PAYMENT CENTER	DEDUCTION MCGINN - NOV 27 2020	11/27/2020	67278	\$244.62
1			PR0000000276	244.62

Totals

CC Amount	Cash Amount	Credit Amount	Debit Amount	Discount Amount	Grand Total
\$0.00	\$18,127.12	\$0.00	\$0.00	\$0.00	\$18,127.12
				Total Non-Electronic Transactions:	\$18,127.12
				Total Payment:	\$18,127.12

Report Summary

Report Selection Criteria

Report Type: Detailed

Transaction Number: Start End

AP Enter Bills Edit - Council Report

City of Sedgwick (SEDGKS)

Batch: AAABGY

11/25/2020 10:39:42 AM

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Vendor	Description	Check Date	Invoice#	Check#	Check Total
AGRI ENVIRONMENTAL SERVICES	SLUDGE HAUL	11/25/2020	1529	67280	\$1,040.00
ENCORE PAVEMENT	CONCRETE DRAINAGE	11/25/2020	INV449	67281	\$26,648.75
HARVEY COUNTY ECONOMIC DEVEL	PARTNER CONTRIBUTION	11/25/2020	2013-1111 & 1096	67282	\$2,000.00
HARVEY COUNTY TREASURER	2020 REAL ESTATE TAX	11/25/2020	112520HVCORETAX	67283	\$585.48
SEDGWICK COUNTY TREASURER	2020 REAL ESTATE TAX	11/23/2020	112520SGRETAX	67284	\$34,750.24
Total Direct Expense:					\$65,024.47
Total Immediate Payments:					\$65,024.47

Report Summary

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

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City of Sedgwick (SEDGKS)
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Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
5	AGRI ENVIRONMENTAL / AGRI ENVIRONMENTAL SERV	11/25/2020	11/25/2020	1529	\$1,040.00
1	13-00-60-6160 SLUDGE HAUL 11-17-20, 26000 GAL			26,000.0	\$1,040.00
3	ENCORE / ENCORE PAVEMENT	11/25/2020	11/25/2020	INV449	\$26,648.75
1	01-10-60-6130 CONCRETE FLUME/VALLEY GUTTER REPLACEMENT			1.0	\$26,648.75
4	HRVY CO EDC / HARVEY COUNTY ECONOMIC DEVELOI	11/25/2020	11/25/2020	2013-1111 & 1096	\$2,000.00
1	01-07-60-6410 EDC DUES-OCT			1.0	\$1,000.00
2	01-07-60-6410 EDC DUES-DEC			1.0	\$1,000.00
2	HRVY CO TRES / HARVEY COUNTY TREASURER	11/25/2020	11/25/2020	112520HVCORETAX	\$585.48
1	12-00-60-6290 TAX ID: 1-13872 107 W. 5TH - SR. CENTER			1.0	\$47.50
2	10-00-60-6290 TAX ID: 1-13537A SW 96TH - DAM			1.0	\$3.77
3	10-00-60-6290 TAX ID: 1-13537 SW 96TH - DAM			1.0	\$4.37
4	12-00-60-6290 TAX ID: 1-13847 511 N. COMMERCIAL - CITY HALL			1.0	\$19.50
5	10-00-60-6290 TAX ID: 1-13870 403 FRANKLIN - POOL			1.0	\$46.03
6	12-00-60-6290 TAX ID 1-13986 300 WASHINGTON - FIRE/EMS			1.0	\$206.00
7	12-00-60-6290 TAX ID: 1-13870 403 FRANKLIN - POOL			1.0	\$95.00
8	01-01-60-6290 TAX ID: 1-16769 0 E 7TH ST			1.0	\$143.81
9	12-00-60-6290 TAX ID: 1-13990 120 WASHINGTON AVE			1.0	\$19.50

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Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice	
1	SEDGWICK CO TREAS / SEDGWICK COUNTY TREASUR	11/25/2020	11/25/2020	112520SGRETAX	\$34,750.24	
1	08-00-60-6290	PIN 527118 N 418 FT RES A IND PARK		0.8	\$5.0300	\$3.87
2	10-00-60-6290	PIN 527118 N 418 FT RES A IND PARK		0.1	\$5.0300	\$0.59
3	13-00-60-6290	PIN 527118 N 418 FT RES A IND PARK		0.1	\$5.0300	\$0.56
4	08-00-60-6290	PIN 583419 LOT 2 BLOCK 1 IND PARK 2ND		0.8	\$5,341.6000	\$4,113.03
5	10-00-60-6290	PIN 583419 LOT 2 BLOCK 1 IND PARK 2ND		0.1	\$5,341.5900	\$629.24
6	13-00-60-6290	PIN 583419 LOT 2 BLOCK 1 IND PARK 2ND		0.1	\$5,341.5900	\$599.33
7	08-00-60-6290	PIN 583420 LOT 3 BLK 1 IND PAR 2ND		0.8	\$4,388.5400	\$3,379.18
8	10-00-60-6290	PIN 583420 LOT 3 BLK 1 IND PAR 2ND		0.1	\$4,388.5400	\$516.97
9	13-00-60-6290	PIN 583420 LOT 3 BLK 1 IND PAR 2ND		0.1	\$4,388.5400	\$492.39
10	08-00-60-6290	PIN 583421 LOT 4 BLK 1 IND PAR 2ND		0.8	\$4,388.5400	\$3,379.18
11	10-00-60-6290	PIN 583421 LOT 4 BLK 1 IND PAR 2ND		0.1	\$4,388.5400	\$516.97
12	13-00-60-6290	PIN 583421 LOT 4 BLK 1 IND PAR 2ND		0.1	\$4,388.5400	\$492.39
13	08-00-60-6290	PIN 583422 LOT 5 BLK 1 IND PAR 2ND		0.8	\$4,388.5400	\$3,379.18
14	10-00-60-6290	PIN 583422 LOT 5 BLK 1 IND PAR 2ND		0.1	\$4,388.5400	\$516.97
15	13-00-60-6290	PIN 583422 LOT 5 BLK 1 IND PAR 2ND		0.1	\$4,388.5400	\$492.39
16	08-00-60-6290	PIN 583423 LOT 6 BLK 1 IND PAR 2ND		0.8	\$4,415.2700	\$3,399.76
17	10-00-60-6290	PIN 583423 LOT 6 BLK 1 IND PAR 2ND		0.1	\$4,415.2700	\$520.12
18	13-00-60-6290	PIN 583423 LOT 6 BLK 1 IND PAR 2ND		0.1	\$4,415.2700	\$495.39
19	08-00-60-6290	PIN 583424 LOT 7 BLK 1 IND PAR 2ND		0.8	\$4,388.5400	\$3,379.18
20	10-00-60-6290	PIN 583424 LOT 7 BLK 1 IND PAR 2ND		0.1	\$4,388.5400	\$516.97
21	13-00-60-6290	PIN 583424 LOT 7 BLK 1 IND PAR 2ND		0.1	\$4,388.5400	\$492.39
22	08-00-60-6290	PIN 583425 LOT 8 BLK 1 IND PAR 2ND		0.8	\$6,742.8500	\$5,191.99
23	10-00-60-6290	PIN 583425 LOT 8 BLK 1 IND PAR 2ND		0.1	\$6,742.8500	\$794.31
24	13-00-60-6290	PIN 583425 LOT 8 BLK 1 IND PAR 2ND		0.1	\$6,742.8500	\$756.55
25	08-00-60-6290	PIN 444428 W 400 FT E 640 FT W 1328 FT SEC 3-25-1W		0.8	\$456.0600	\$351.17
26	10-00-60-6290	PIN 444428 W 400 FT E 640 FT W 1328 FT SEC 3-25-1W		0.1	\$456.0600	\$53.72
27	13-00-60-6290	PIN 444428 W 400 FT E 640 FT W 1328 FT SEC 3-25-1W		0.1	\$456.0600	\$51.17
28	08-00-60-6290	PIN 444462 W 400 FT E640 FT S 95 FT SEC 3-25-1W		0.8	\$129.3500	\$99.60
29	10-00-60-6290	PIN 444462 W 400 FT E640 FT S 95 FT SEC 3-25-1W		0.1	\$129.3500	\$15.24
30	13-00-60-6290	PIN 444462 W 400 FT E640 FT S 95 FT SEC 3-25-1W		0.1	\$129.3500	\$14.51
31	08-00-60-6290	PIN 30000612 E 240 FT 2 1328 FT N 323 FT SEC 3-25-		0.8	\$5.0400	\$3.88
32	10-00-60-6290	PIN 30000612 E 240 FT 2 1328 FT N 323 FT SEC 3-25-		0.1	\$5.0400	\$0.59
33	13-00-60-6290	PIN 30000612 E 240 FT 2 1328 FT N 323 FT SEC 3-25-		0.1	\$5.0400	\$0.57
34	08-00-60-6290	PIN 30003831 W 110 FT LOT 6 BLK 1 IND PARK		0.8	\$100.8900	\$77.69

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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
35	10-00-60-6290	PIN 30003831 W 110 FT LOT 6 BLK 1 IND PARK		0.1	\$100.8900	\$11.88
36	13-00-60-6290	PIN 30003831 W 110 FT LOT 6 BLK 1 IND PARK		0.1	\$100.8900	\$11.32
Grand Totals				Total Direct Expense:	\$65,024.47	
				Total Immediate Payments:	\$65,024.47	

Report Summary

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

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Vendor	Description	Check Date	Invoice#	Check#	Check Total
ABC TERMITE & PEST CONTROL	BUG SPRAY	12/04/2020	14772	67285	\$191.00
ADRIAN & PANKRATZ, PA	JUDGE SERVICES	12/04/2020	120420JUDGE	67286	\$200.00
HANNAH AGEE	CLEANING SERVICE	12/04/2020	120420HA	67287	\$116.25
BAYSINGER POLICE SUPPLY	PD UNIFORMS	12/04/2020	1028031	67288	\$235.98
CENTRAL POWER SYSTEMS	GENERATOR MAINT CONT	12/04/2020	R119006625:01	67289	\$1,743.85
CITI CARDS	LAPTOPS-COVID	12/04/2020	120420COSTCO	67290	\$1,829.94
GRABER'S ACE HARDWARE	SHOP SUPPLIES	12/04/2020	482061/1	67291	\$25.56
KANSAS PUBLISHING VENTURES, LL	LEGAL NOTICE	12/04/2020	90626	67292	\$92.00
KANSAS STATE TREASURER	COURT FEES	12/04/2020	120420KSTREAS	67293	\$606.50
LOWE'S	PD BLDG SUPPLIES	12/04/2020	120420LOWES	67294	\$2,375.98
CITY OF NEWTON	WATER TREATMENT	12/04/2020	120420WTRTRTMNT	67295	\$4,339.40
NORTHRIDGE SAND, LLC	FILL SAND-PDCOURT	12/04/2020	472312	67296	\$114.32
ORSCHELN FARM AND HOME, CARD	TOOLS/SUPPLIES	12/04/2020	120420ORSCH	67297	\$135.90
PETTY CASH	MISC CASH EXPENSES	12/04/2020	120420PETTY	67298	\$56.64
PYE-BAKER FIRE & SAFETY, LLC	HYDROSTATIC TEST	12/04/2020	PS1362570	67299	\$741.00
QUILL	OFFICE SUPPLIES	12/04/2020	12464539	67300	\$112.03
SHELLEY ELECTRIC INC	JOURNEYMAN	12/04/2020	87847	67301	\$243.75
TRAVELERS CL REMITTANCE CENTE	NOTARY AGEE	12/04/2020	120420NOTARY	67302	\$50.00
WHITE STAR	BOBCAT RENTAL	12/04/2020	05228468	67303	\$1,030.00

Total Direct Expense:	\$14,240.10
Total Immediate Payments:	\$14,240.10

Report Summary

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

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Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
6	ABC TERMITE / ABC TERMITE & PEST CONTROL	12/4/2020	12/4/2020	14772	\$191.00
1	01-01-60-6100	BUG SPRAY CITY HALL		0.8	\$56.25
2	01-03-60-6100	BUG SPRAY CITY HALL		0.3	\$18.75
3	01-01-60-6100	BUG SPRAY LIBRARY		1.0	\$36.00
4	01-01-60-6100	BUG SPRAY SR. CENTER		1.0	\$45.00
5	01-04-60-6100	BUG SPRAY FIRE		1.0	\$15.00
6	13-00-60-6100	BUG SPRAY WWTP		1.0	\$20.00
7	ADRIAN & PANKRATZ / ADRIAN & PANKRATZ, PA	12/4/2020	12/4/2020	120420JUDGE	\$200.00
1	01-05-60-6300	JUDGE SERVICES-JOSEPH UHLMAN		1.0	\$200.00
13	AGEE, HANNAH / HANNAH AGEE	12/4/2020	12/4/2020	120420HA	\$116.25
1	01-01-60-6290	CLEAN CITY HALL		5.8	\$87.15
2	01-03-60-6290	CLEAN CITY HALL		1.9	\$29.10
3	BAYSINGER / BAYSINGER POLICE SUPPLY	12/4/2020	12/4/2020	1028031	\$235.98
1	01-03-70-7250	PD UNIFORMS SHIRT/PATCH-DAILY		1.0	\$67.99
2	01-03-70-7250	PD UNIFORMS SHIRT/PATCH/POUCHES-NYGAARD		1.0	\$167.99
11	CENTRAL POWER SYSTEMS / CENTRAL POWER SYSTI	12/4/2020	12/4/2020	R119006625:01	\$1,743.85
1	13-00-60-6100	GENERATOR MAINTENENANCE CONTRACT		1.0	\$1,546.44
2	01-04-60-6100	GENERATOR MAINTENENANCE CONTRACT		1.0	\$197.41
15	COSTCO / CITI CARDS	12/4/2020	12/4/2020	120420COSTCO	\$1,829.94
1	01-00-00-4711	LAPTOPS-BRYAN, AMANDA, RANDI-COVID		3.0	\$1,829.94
9	GRABER'S / GRABER'S ACE HARDWARE	12/4/2020	12/4/2020	482061/1	\$25.56
1	01-11-70-7130	SHOP SUPPLIES-EAR PLUGS, SHARPIES, PENS		1.0	\$25.56
12	KS PUBLISHING / KANSAS PUBLISHING VENTURES, LL	12/4/2020	12/4/2020	90626	\$92.00
1	01-01-60-6290	LEGAL NOTICE-REQUEST FOR BID ON STORM SHELTER		1.0	\$44.00
2	01-01-60-6290	LEGAL NOTICE ORD 877		1.0	\$48.00
2	KS TREASURER / KANSAS STATE TREASURER	12/4/2020	12/4/2020	120420KSTREAS	\$606.50
1	01-05-60-6310	JBEF		1.0	\$24.00
2	01-05-60-6310	LETC		1.0	\$562.50
3	01-05-60-6310	SEAT BELT SAFETY FUND		1.0	\$20.00

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Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
4	LOWE'S / LOWE'S	12/4/2020	12/4/2020	120420LOWES	\$2,375.98
1	01-00-00-4711	PD/COURT BLDG-TOOLS/ELECTRICAL/SUPPLIES		1.0	\$2,358.1700
2	01-11-70-7110	INDRUSTRIAL SPRAY BOTTLE/COMPRESSOR OIL		1.0	\$17.8100
8	NEWTON CITY / CITY OF NEWTON	12/4/2020	12/4/2020	120420WTRTRTMNT	\$4,339.40
1	10-00-60-6152	10-22-20 TO 11-17-20 WATER TREATMENT 333800 USAGE		1.0	\$4,339.4000
1	NORTHRIDGE SAND / NORTHRIDGE SAND, LLC	12/4/2020	12/4/2020	472312	\$114.32
1	01-00-00-4711	FILL SAND-PDCOURT BLDG		1.0	\$114.3200
19	ORSCH / ORSCHELN FARM AND HOME, CARD SERVICE	12/4/2020	12/4/2020	120420ORSCH	\$135.90
1	01-11-70-7120	FUEL TANK SUPPLIES		1.0	\$75.9300
2	13-00-70-7420	WWTP TOOLS-GREASE GUN, HEATER		1.0	\$39.9800
3	10-00-70-7420	HEATER-WATER DEPT		1.0	\$19.9900
17	PETTY CASH / PETTY CASH	12/4/2020	12/4/2020	120420PETTY	\$56.64
1	01-11-60-6100	CRIMP BRUSH WIRE		1.0	\$5.9000
2	10-00-70-7020	WATER SAMPLE POSTAGE		1.0	\$4.6000
3	01-01-70-7020	BOND DOCUMENT POSTAGE		1.0	\$7.7500
4	01-00-00-4711	PD/COURT BLDG-CLOSET FLANGE, FLOOR DRAIN		1.0	\$9.7400
5	01-03-70-7010	POLICE TRAINING-SNACKS		1.0	\$28.6500
16	PYE-BAKER / PYE-BAKER FIRE & SAFETY, LLC	12/4/2020	12/4/2020	PS1362570	\$741.00
1	01-04-60-6110	HYDROSTATIC TEST HIGH PSI-SCBA		1.0	\$741.0000
10	QUILL / QUILL	12/4/2020	12/4/2020	12464539	\$112.03
1	01-00-00-4711	PAPER TOWELS, SPRAY BOTTLE, SPONGES-COVID		1.0	\$41.6300
2	01-01-70-7010	OFFICE SUPPLIES-COPY PAPER, COLORED PAPER		0.5	\$70.4000
3	01-03-70-7010	OFFICE SUPPLIES-COPY PAPER, COLORED PAPER		0.1	\$70.4000
4	01-05-70-7010	OFFICE SUPPLIES-COPY PAPER, COLORED PAPER		0.2	\$70.4000
5	01-09-70-7010	OFFICE SUPPLIES-COPY PAPER, COLORED PAPER		0.1	\$70.4000
6	10-00-70-7010	OFFICE SUPPLIES-COPY PAPER, COLORED PAPER		0.1	\$70.4000
7	12-00-70-7010	OFFICE SUPPLIES-COPY PAPER, COLORED PAPER		0.1	\$70.4000
8	13-00-70-7010	OFFICE SUPPLIES-COPY PAPER, COLORED PAPER		0.1	\$70.4000

Agenda Item No. 6b

**City of Sedgwick
City Council Meeting
December 7, 2020**

TO: Mayor and City Council
SUBJECT: Storm Shelter Contract
PREPARED BY: City Administrator
AGENDA: New Business

Background: A public notice was published in the Harvey County Independent requesting bids to build our park bathroom and storm shelter City Clerk Janise Enterkin also mailed letters to companies in the region that were recognized members of the National Storm Shelter Association (NSSA). The two-week period ended on December 3.

Analysis: We received one bid from Protection Shelters, LLC., a company with an extensive history of building shelters in the state. They also have a relationship with the Harvey County Department of Emergency Management.

Protection Shelters bid \$262,000 to complete the project. The City of Sedgwick is responsible for contributing a twenty-five (25) percent match, or \$65,500.

Financial Considerations: The 2019 financial statements show that the City had \$38,730 in the Special Park and Recreation fund and an additional \$26,134 in the Parks Capital Outlay Reserve fund, or about \$64,864. No money has been spent from these funds this year.

Legal Considerations: Contract is standard language from federal forms and not reviewed by city attorney at time of agenda publishing.

Recommendations/Actions: Staff recommends Council authorize city administrator to enter into an agreement with Protection Shelters, LLC., to build a bathroom and storm shelter in our park.

Attachments: Exhibit A: Agreement with Protection Shelters, LLC
Exhibit B: Project bid estimates



AIA[®] Document A101[™] – 1997

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a *STIPULATED SUM*

AGREEMENT made as of the **fourth**
in the year of **twentytwenty**
(In words, indicate day, month and year)

day of **December**

BETWEEN the Owner:
(Name, address and other information)

**City of Sedgwick
PO Box 131
Sedgwick KS 67135**

and the Contractor:
(Name, address and other information)

**Protection Shelters LLC
PO BOX 9091
Wichita KS 67077**

The Project is:
(Name and location)

**Sedgwick Park Storm Shelter
5th and Franklin**

The Architect is:
(Name, address and other information)

**Professional Engineering Consultants
303 S Topeka
Wichita, KS 67202**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

The Owner and Contractor agree as follows.

AIA Document A101[™] – 1997. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991 and 1997 by The American Institute of Architects. **All rights reserved.** **WARNING:** This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than **30** days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Two hundred and Sixty thousand** Dollars (\$ **262,000.00**), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)

§ 4.3 Unit prices, if any, are as follows:

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Phase 1 - Drawings approved, Breaking Ground, Footings poured. - 30% of total

Phase 2 - Walls, floor, and roof poured. - 30% of total

Phase 3 - Exterior finishes complete. Stucco and UV roof membrane. - 10% of total

Final - Held until completed - Final AIA signed and walk thru completed. - 30% of total

~~§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the _____ day of _____ month, the Owner shall make payment to the Contractor not later than the _____ day of _____ month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than _____ (_____) days after the Architect receives the Application for Payment.~~

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201–1997;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–1997.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–1997.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–1997.

§ 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 The Owner's representative is:
(Name, address and other information)

Joe Turner - City Manager
PO Box 131
Sedgwick KS 67135

§ 7.4 The Contractor's representative is:
(Name, address and other information)

Chris Baalman - President
PO Box 9091
Wichita KS 67277

§ 7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 7.6 Other provisions:

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated _____, and are as follows:

Document	Title	Pages
----------	-------	-------

§ 8.1.4 The Specifications are those contained in the Project Manual dated as in Section 8.1.3, and are as follows: *(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Section	Title	Pages
---------	-------	-------

§ 8.1.5 The Drawings are as follows, and are dated _____ unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

§ 8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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PO BOX 9091
WICHITA, KS 67277
316-722-4499
www.protectionshelters.com

December 1, 2020

Joe Turner
City Manager
City of Sedgwick
PO Box 131
Sedgwick KS 67135
Via email: turner@cityofsedgwick.org

RE: Sedgwick Park Tornado Shelter Project

Dear Joe,

Thank you for your interest in Protection Shelters LLC Group Tornado Shelters.

Protection Shelters LLC proposes to build a 28'x28' above ground concrete tornado shelter for the City of Sedgwick, the shelter will be located in the City Park next to the water tower and volleyball court. This proposal includes 2 ADA compliant bathrooms, water, sewer, electric with battery back-up LED lighting and 2 HVAC units. Interior to be sheet rocked, with mud and tape walls-insulated and insulated ceiling. Exterior will have stucco finish with paint and trim to match existing building. Floor will be smooth cement. The roof will be coated with sealer and concrete UV elastic membrane covering.

Along with shelter installation, proposal includes any demolition required, 6' sidewalks to shelter –door to door, exterior window for concession stand use.

This is a design/build project using stamped, engineered drawings done by Professional Engineering Consultants of Wichita, Kansas. All permits, signage and outside inspections included. Also includes peer review of FEMA checklist, all geophysical and outside third party testing by Terracon of Wichita, Kansas. The Region 7 checklist will be completed by our engineer as well.

All components used in your shelters have been tested and passed by Texas Tech Wind Science & Debris Impact Testing Center and meet the standards for design and construction of FEMA 361 2nd Edition and NSSA ICC 500 2008 Edition.

After completion a serial number will be affixed to the shelter and certificate issued stating the materials used by Protection Shelters LLC in construction of your Tornado Shelters comply with design, construction and installation by the National Storm Shelter Association of which we are a member. All doors, vents and shrouds have been tested to withstand an F5 tornado or wind in excess of 250 mph.

Protection Shelters LLC shall furnish all equipment, machinery, tools and labor to perform work in a proper and workmanlike manner. Work to be completed in areas clear of underground utilities and overhead utilities.

Protection Shelters LLC shall provide all insurance certificates including general liability insurance, certificates evidencing said insurance in force, dates of expiration and limits of liability. We carry a two million dollar liability insurance policy.

Total Cost \$262,000.00

Optional Deducts:

1. The City provide all the dirt work for the project, including building pad, digging footings, grading for sidewalks, and final grading. Deduct \$ 8,000.00
2. The City provide all the plumbing for the project, including sewer main, water main, underground rough in, wall rough in, and fixtures. Deduct \$ 17,000.00

Thank you for the opportunity to submit our proposal. We are looking forward to working with you and are ready to proceed upon your approval.

Sincerely,



Chris Baalman/President
Protection Shelters LLC

CB/ti

Agenda Item No. 6c

**City of Sedgwick
City Council Meeting
December 7, 2020**

TO: Mayor and City Council
SUBJECT: USDA Grant Funding (Resolution No. 12072020)
PREPARED BY: City Administrator
AGENDA: New Business

Background: City staff has reached out to the United States Department of Agriculture (USDA) to explore potential grant opportunities to leverage our limited resources. Based on current household income thresholds, Sedgwick would receive a fifteen (15) percent match on any approved projects.

Analysis: In order to be eligible for any potential grant awards, the City Council must pass Resolution No. 12072020 featuring language provided to us. In addition to the resolution, the City must sign various documents affirming that we will follow various protocols and standards.

Financial Considerations: None.

Legal Considerations: None.

Recommendations/Actions: Staff recommends Council approve Resolution No. 12072020 and authorize Mayor Bryan Chapman to sign all related documents associated with the application process.

Attachments: Exhibit A: Resolution No. 12072020

CITY OF SEDGWICK

RESOLUTION NO. 12072020

A RESOLUTION OF THE MAYOR/COUNCIL OF THE CITY OF SEDGWICK, 520 N. COMMERCIAL AVE., SEDGWICK, KS 67135 CONCERNING ACCEPTANCE AND COMPLIANCE WITH VARIOUS REQUIREMENTS TO OBTAIN FINANCIAL ASSISTANCE FROM UNITED STATES OF AMERICA, ACTING THROUGH THE UNITED STATES DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT.

BE IT RESOLVED BY THE CITY COUNCIL OF CITY OF SEDGWICK, SEDGWICK, KANSAS, AS FOLLOWS:

Section 1. Definitions

- A. City of Sedgwick will also be referenced as “applicant”, “recipient”, “participant”, and “grantee” throughout this document.
- B. United States of America, acting through United States Department of Agriculture, Rural Development, will also be referenced as USDA Rural Development and “RD” throughout this document.

Section 2. Forms and Certifications

The following listed forms with instructions are attached hereto and fully incorporated as if set forth herein:

- A. Standard Form 424-B, Assurances – Non Construction Programs
Standard Form 424-D, Assurances – Construction Programs
- B. Form RD 400-1, Equal Opportunity Agreement. **APPLICABLE TO CONSTRUCTION CONTRACTS IN EXCESS OF \$10,000.**
- C. Form RD 400-4, Assurance Agreement
- D. Form AD – 1047, Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primarily Covered Transactions
- E. Form AD-1049, Certification Regarding Drug Free Workplace Requirements (Grants) Alternative I – For Grantees Other Than Individuals. **APPLICABLE ONLY TO GRANTS.**
- F. Form RD 1910-11, Applicant Certification Federal Collection Policies for Consumer or Commercial Debts. **APPLICABLE ONLY TO LOANS.**
- G. RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants and Loans.
- H. Form AD-3030, Representations Regarding Felony Conviction and Tax Delinquent Status for Corporate Applicants. **APPLICABLE ONLY TO NON PROFITS.**
- I. Form AD-3031, Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants. **APPLICABLE ONLY TO NON PROFITS.**

Section 3. Other Requirements

- A. The applicant does hereby certify that it is unable to finance the proposed project from their own resources or through commercial credit at reasonable rates and terms. Upon the request of RD, the applicant will provide RD the requested documentation required to support the determination.
- B. The applicant does hereby adopt the standards of conduct and procurement procedures set forth in those regulations of USDA Rural Development appearing in Title 7, Code of Federal Regulations, Section 1942.18 (j) – (k), provided however that in those instances where funds derived from loans made or insured by, or grants made by, the Government are not involved, prior consent or approval of the Government as provided in such regulations shall not be required. See Exhibit A.
- C. The applicant does hereby certify that is duly organized in the State of Kansas per statute(s) KSA 12-3010 and it has continuously functioned as such for a period of at least 148 years.

Exhibit-B, Officers of Organization – Mayor Bryan Chapman, Council Members Brenda DeHaven, Monty Leonard, Kirby Stucky, Randi Tolin and Carol Truesdell

For Non-Profits – Organizational documents, including Articles of Incorporation and By-Laws are required to be submitted with this certification. Other documentation required to verify your eligibility will be submitted upon request of RD.

Section 4. Miscellaneous Provisions

- A. If any section, subsection or part of this resolution, whether large or small, and whether set forth or incorporated herein by reference, is for any reason held invalid, the validity thereof shall not affect the validity of any of the other provisions of this resolution, whether large or small, and whether set forth or incorporated herein by reference.
- B. If any section, subsection or other part of this resolution is found to be in conflict with an actual form set forth or referred to herein, the version of the form which is in effect on the date of this instrument will be applicable.
- C. The signature of the Mayor and the attestation by the City Clerk to this resolution shall act as the signature and attestation to each and every one of the requirements and forms set for the incorporated by reference in the sections and subsections of this resolution as fully as if signed and attested to on individual documents or forms for each.

Section 5. Notice to Applicant

The applicant is given notice and hereby acknowledges the following:

Applicants are required to identify any known relationship or association with a Rural Development employee. This would include family members, known close relatives, business associates or known close personal associates. In these cases, arrangements will be made for special handling of processing and servicing actions as required by CFR Part 1900 Subpart D. It will not affect your account status. **Please disclose these relationships on Exhibit D.**

This Resolution shall be in full force and effect from and after its passage and approval.

APPROVED BY THE GOVERNING BODY OF THE CITY OF SEDGWICK, KANSAS, this ___ day of _____.

Approved: _____
Bryan Chapman, Mayor

ATTEST:

Janise P. Enterkin, City Clerk

(seal)