



# REGULAR COUNCIL MEETING

Monday, March 1, 2021 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 opened the Council Meeting at 7:30 pm.

The Mayor led the Pledge of Allegiance.

Council Members present Monty Leonard, Kirby Stucky, Carol Truesdell, Randy Tolin, Brenda DeHaven-arrived at 7:40 pm.

Council Member absent \_\_\_\_\_

Others present: Joseph Turner, City Administrator; Brad Jantz, City Attorney; Janise Enterkin, City Clerk; Brian Daily, Police Chief; Jimmy Sharbutt, Sharbutt Homes; Beth Sharbutt, ERA; Matt Crabtree, Crabtree & Associates, LLC

## 2. ADDITIONS / DELETIONS TO AGENDA

Sample Motion

Motion to approve the agenda as presented.

Motion \_\_\_\_\_

Second \_\_\_\_\_

## 3. HEARINGS/PRESENTATIONS/PUBLIC FORUM

## 4. STAFF REPORTS

**a. Brad Jantz, City Attorney**

**b. Joseph Turner, City Administrator**

### Attachments:

- **Administrator's Report 3-1-2021** (Adminstrators\_Report\_3-1-2021.pdf)
- **Admin Report Exhibit A: PWWSD 17 2020 Water Usage Report** (Admin\_Report\_Exhibit\_A.\_PWWSD\_17\_2020\_Water\_Usage\_Report.pdf)

## 5. CONSENT AGENDA

Sample Motion:

Motion to approve the consent agenda as presented.

Motion \_\_\_\_\_

Second \_\_\_\_\_

**a. Minutes of February 16, 2021, Regular Meeting**

**Attachments:**

- **Regular Council Meeting - Tuesday, February 16, 2021** (regular-council-meeting\_minutes\_2021-02-16\_145203.pdf)

**b. Approval of Payroll February 19, 2021 amount \$16,017.43**

**c. Approval of General Disbursement Checks amount \$140,985.26**

General Disbursement Check Reports

**Attachments:**

- **General Disbursement Checks** (Checks-2021.pdf)

**6. UNFINISHED BUSINESS**

**a. Surplus Property Discussion**

Sample Motion:

Move to approve the Surplus Property Disposal Policy as presented.

Motion \_\_\_\_\_

Second \_\_\_\_\_

**Attachments:**

- **Surplus Property Disposal Policy - Exhibit A** (6a.\_Exhibit\_A.\_Surplus\_Property\_Disposal\_Policy.pdf)

**b. Sedgwick Park Name**

Sample Motion:

Move to approve naming the Sedgwick City Park as \_\_\_\_\_

Motion \_\_\_\_\_

Second \_\_\_\_\_

**Attachments:**

- **Sedgwick Park Name** (6b.\_BAI\_Sedgwick\_Park\_Name.pdf)

**c. Bids for Surplus Real Estate**

Sample Motion:

Move to accept bids for 6.5 acre parcel on South Commercial

Motion \_\_\_\_\_

Second \_\_\_\_\_

Move to award the bid for 6.5 acre parcel bid to \_\_\_\_\_ for the price of \$ \_\_\_\_\_

Motion \_\_\_\_\_

Second \_\_\_\_\_

**Attachments:**

- **Bids for Surplus Real Estate Property** (6c.\_BAI\_Bids\_for\_Surplus\_Real\_Estate.pdf)
- **Exhibit A: Sharbutt Homes Bid Packet** (6c.\_Exhibit\_A.\_Sharbutt\_Homes\_bid\_packet.pdf)
- **Exhibit B: Brown Group Bid Packet** (6c.\_Exhibit\_B.\_Brown\_Group\_bid\_packet.pdf)

**7. NEW BUSINESS**

**a. Annual Insurance Review**

**Attachments:**

- **Annual Insurance Review** (7a.\_BAI\_Annual\_Insurance\_Review.pdf)
- **Exhibit A: Current Policy and Limits** (7a.\_Exhibit\_A.\_Current\_Policy\_and\_Limits.pdf)

**b. Neighborhood Revitalization Program**

**Attachments:**

- **Neighborhood Revitalization Plan** (7b.\_BAI\_Neighborhood\_Revitalization\_Plan.pdf)
- **Exhibit A: NRP Draft** (7b.\_Exhibit\_A.\_NRP\_Draft.pdf)

**8. OTHER BUSINESS**

**a. Donation Request - Sedgwick After Prom**

**Attachments:**

- **Sedgwick After Prom** (AfterProm\_request\_for\_donation.pdf)

**9. EXECUTIVE SESSION**

**a. Executive Session - Contract Negotiations**

Sample Motion:

Executive Session - Contract Negotiations

Move to enter into an executive session for \_\_\_\_ minutes pursuant to the exemption related to attorney client privilege (K.S.A. 75-4319(b)(2)) for the purpose of discussing CONTRACTUAL MATTERS. The open meeting would resume at 8:45 p.m. with those present in the executive session being the Mayor, City Council, City Administrator, and City Attorney

Motion \_\_\_\_

Second \_\_\_\_

**10. ADJOURN**

Move to adjourn the Regular Council meeting at 8:58 PM

Motion

Second \_\_\_\_

at 4:55 PM

## **CITY ADMINISTRATOR'S REPORT**

**To:** Honorable Mayor and City Council

**From:** Joseph Turner, City Administrator

**Re:** City Administrator Report for March 1<sup>st</sup> Regular City Council Meeting

**Date:** February 26, 2021

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Here is an update on some of the most noteworthy items since our last meeting.

### **Winter Freeze Response**

Our public works team was phenomenal in its response to the winter freeze conditions. Superintendent McGinn and his team deserve a lot of praise for their hard work and dedication to serving the residents of Sedgwick. I wanted to express my gratitude and appreciation for their efforts and also acknowledge the contributions of Mayor Chapman who also assisted the team. We are truly blessed. Thank you.

### **Biodiesel Plant/Warehouse Property**

Still in a holding pattern waiting for the surveyor and Sedgwick County to get on the same page. Reich Brothers has begun removing equipment from the property, including the weigh station.

### **519 N. Commercial Code Enforcement**

Nothing new to report here, including my ongoing aggravation and irritation with how long this has lingered and festered. This item will be on my list until it is completed, or I am fired.

### **Redbarn Farms Bond Issue**

City Clerk Enterkin forwarded the final assessments to Harvey County. The City will start receiving revenue from these special assessments beginning in December 2022.

### **Transportation Alternatives Funding Announcement**

Our bike path and sidewalk project application was rejected. It is unknown when the next application window will open.

### **Annual Water Report**

The annual water consumption report is attached. You will notice that in July, our usage exceeded Halstead. This was primarily due to flushing of the water system as the Redbarn Farms development was coming on-line.

## **Police Department**

Acting on a lead I provided, Chief Daily was able to secure fifteen tasers, holsters, training cartridges and live cartridges from a large agency in Kansas. The total value of the donated items is approximately \$15,000. We are very grateful for the generous donation provided by this agency. Additionally, Chief Daily deserves praise for reaching out to other agencies in our region and coordinating efforts to get them tasers as well.

Sedgwick PD became the second agency in Harvey County to supply its officers with NARCAN thanks to the efforts of Chief Daily. This lifesaving nasal spray will protect officers exposed to opioids and synthetic opioids like fentanyl – which is lethal even in microdoses. Daily secured the NARCAN for free by tapping into a specialized grant.

## **Annual Audit**

Our auditors will be on-site to begin our annual audit on Friday, March 5<sup>th</sup>.

2020 PWWSD#17 WATER USE REPORT (GALLONS)													
	January	February	March	April	May	June	July	August	September	October	November	December	2020 Total Gallons
PWWSD#17 Pumped- Well 18 (PH6)	14,184,000	1,564,000	14,657,000	555,000	11,320,000	9,000	13,850,000	3,000	11,523,000	3,652,000	11,840,000	1,496,000	84,653,000
PWWSD#17 Pumped- Well 19 (P4)	6,000	10,000	3,000	3,000	3,000	3,000	2,000	3,000	3,000	3,000	3,000	0	42,000
PWWSD#17 Pumped- Well 20 (P3)	13,678,000	13,093,000	13,546,000	13,517,000	13,952,000	15,006,000	14,663,000	15,086,000	14,468,000	14,888,000	15,685,000	15,101,000	172,683,000
PWWSD#17 Pumped- Well 21 (P2)	5,000	8,000	0	3,000	3,000	2,000	3,000	3,000	3,000	2,000	3,000	3,000	38,000
PWWSD#17 Pumped- Well 22 (P1)	4,000	146,000	3,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	171,000
PWWSD#17 Pumped- Well 23 (PH6a)	5,000	14,084,000	3,000	14,650,000	2,000	20,061,000	722,000	15,074,000	2,000	15,299,000	5,088,000	7,415,000	92,405,000
<b>PWWSD #17 Total Gallons</b>	<b>27,882,000</b>	<b>28,905,000</b>	<b>28,212,000</b>	<b>28,730,000</b>	<b>25,282,000</b>	<b>35,083,000</b>	<b>29,242,000</b>	<b>30,171,000</b>	<b>26,001,000</b>	<b>33,846,000</b>	<b>32,621,000</b>	<b>24,017,000</b>	<b>349,992,000</b>
<b>PWWSD #17 Total 100 Cubic Feet</b>	<b>37,273</b>	<b>38,640</b>	<b>37,714</b>	<b>38,407</b>	<b>33,797</b>	<b>46,899</b>	<b>39,091</b>	<b>40,333</b>	<b>34,758</b>	<b>45,246</b>	<b>43,608</b>	<b>32,106</b>	<b>467,872</b>
Halstead Pump Meter	4,291,600	3,488,900	3,744,700	4,049,200	3,764,900	5,682,900	4,493,500	4,695,500	4,805,500	5,327,600	3,440,300	3,905,600	51,690,200
Sedgwick Pump Meter	3,259,300	2,635,400	2,832,100	3,344,500	2,816,400	4,995,500	4,599,800	3,576,400	3,696,900	4,036,500	2,497,000	3,046,100	41,335,900
North Newton Water Used	0	0	0	0	0	0	0	0	0	0	0	0	0
Newton Water Used	20,331,100	22,780,700	21,635,200	21,336,300	18,700,700	24,404,600	20,148,700	21,899,100	17,498,600	24,481,900	26,683,700	17,065,300	256,965,900

2020 PWWSD#17 WATER USE REPORT (100 CUBIC FEET)													
	Dec 18-Jan 17	Jan 17-Feb 15	Feb 15-Mar 19	Mar 19-Apr 21	Apr 21-May 18	May 18-June 18	June 18-July20	July 20-Aug 19	Aug 19-Sept 18	Sept 18-Oct 22	Oct 22-Nov 17	Nov 17 -Dec18	2020 Total HCF
Halstead Pump Meter	5,737	4,664	5,006	5,413	5,033	7,597	6,007	6,277	6,424	7,122	4,599	5,221	69,100
Sedgwick Pump Meter	4,357	3,523	3,786	4,471	3,765	6,678	6,149	4,781	4,942	5,396	3,338	4,072	55,258
North Newton Water Used	0	0	0	0	0	0	0	0	0	0	0	0	0
Newton Water Used	27,179	30,453	28,922	28,523	24,999	32,624	26,935	29,275	23,392	32,728	35,671	22,813	343,514

2020 PWWSD#17 WATER BILLING CHART													
	Dec 18-Jan 17	Jan 17-Feb 15	Feb 15-Mar 19	Mar 19-Apr 21	Apr 21-May 18	May 18-June 18	June 18-July20	July 20-Aug 19	Aug 19-Sept 18	Sept 18-Oct 22	Oct 22-Nov 17	Nov 17 -Dec18	2020 Total
Halstead Water Production	\$ 4,245.38	\$ 3,451.36	\$ 3,704.44	\$ 4,005.62	\$ 3,724.42	\$ 5,621.78	\$ 4,445.18	\$ 4,644.98	\$ 4,753.76	\$ 5,270.28	\$ 3,403.26	\$ 3,863.54	\$ 51,134.00
Sedgwick Water Production	\$ 3,224.18	\$ 2,607.02	\$ 2,801.64	\$ 3,308.54	\$ 2,786.10	\$ 4,941.72	\$ 4,550.26	\$ 3,537.94	\$ 3,657.08	\$ 3,993.04	\$ 2,470.12	\$ 3,013.28	\$ 40,890.92
North Newton Water Production	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Newton Water Production	\$ 20,112.46	\$ 22,535.22	\$ 21,402.28	\$ 21,107.02	\$ 18,499.26	\$ 24,141.76	\$ 19,931.90	\$ 21,663.50	\$ 17,310.08	\$ 24,218.72	\$ 26,396.54	\$ 16,881.62	\$ 254,200.36
(Production = \$0.740 / 100 CF)													
<b>PWWSD #17 Billable Revenue</b>	<b>\$ 27,582.02</b>	<b>\$ 28,593.60</b>	<b>\$ 27,908.36</b>	<b>\$ 28,421.18</b>	<b>\$ 25,009.78</b>	<b>\$ 34,705.26</b>	<b>\$ 28,927.34</b>	<b>\$ 29,846.42</b>	<b>\$ 25,720.92</b>	<b>\$ 33,482.04</b>	<b>\$ 32,269.92</b>	<b>\$ 23,758.44</b>	<b>\$ 346,225.28</b>

NOTE: 26,295 HCF (19,670,100 gal) was available to the City of North Newton but was not purchased by them. In order to meet perfection pumping requirements for the District, Newton purchased and consumed the North Newton quantity since they elected not to purchase.

1 gallon = 0.1337 cubic feet  
1 cubic foot = 7.4805 gallons



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## REGULAR COUNCIL MEETING

Minutes

Tuesday, February 16, 2021 at 7:30 pm

**MEETING LOCATION: 520 N. Commercial Ave**

(Council Chambers)

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- 1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE**
- 2. ADDITIONS / DELETIONS TO AGENDA**

**Minutes:**

Moved by **Council Member Randi Tolin** to approve the agenda as amended with addition of 9b Executive Session-Contract Negotiations. Second by **Council Member**

**Carol Truesdell**

**Vote results:**

Ayes: 4 / Nays: 0

- 3. HEARINGS/PRESENTATIONS/PUBLIC FORUM**

**Minutes:**

**Andy Lowe, Halstead EMS Director** reported on the Halstead EMS ambulance runs for the City of Sedgwick in 2020 with comparison of runs for the City of Halstead. The calls were broke down by City, Rural locations and Diversicare. **City Administrator Turner** and the **Governing Body** asked questions concerning the amount of runs to Diversicare and how they could be addressed. Lowe explained that Diversicare takes in residents that are harder cases and due to a change in administration at Diversicare, they have not been able to meet with them concerning the run volume. Discussion was also had regarding billing and tracking ambulance runs better. **Andy Lowe** said he will send ALS and BLS rates to **City Administrator Joseph Turner**.

- 4. STAFF REPORTS**

- a. Joseph Turner, City Administrator**

**Minutes:**

Biodiesel plant update, Sedgwick County found errors with GIS data. Kaw Valley survey and Sedgwick County are working on this issue, there is nothing for the city to do now but wait. Continued talks with prospective business for Industrial

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Park. Neighborhood Revitalization was discussed in the work session on February 10, 2021. 519 N. Commercial, hope to have closing this Friday. Waiting on Bond Counsel to finalize the Special Assessments for Redbarn Farms. **Turner** has been working on CDBG grant funding to see if we are eligible. He has concerns that there may be an issue with LMI survey. Discussed looking into a target area but not sure this is something the city can do. Property tax exemptions, received exemptions on all property that qualify. Should be hearing from Transportation Alternatives Funding for the sidewalk this week. Police have been busy. **Council Member Randi Tolin** asked for an ETA on when the Police building will be finished. **Mayor Chapman** reported that it is close. The phone system should be in by end of February. **Turner** reported that the first draft of the Codification was sent to Ranson.

## 5. CONSENT AGENDA

### Minutes:

Moved by **Council Member Monty Leonard** to approve the consent agenda as presented. Second by **Council Member Kirby Stucky**

### Vote results:

Ayes: 4 / Nays: 0

- a. **Minutes of February 1, 2021, Regular Meeting**
- b. **Minutes of February 10, 2021, Special Council Meeting**
- c. **Approval of Payroll February 5, 2021 amount \$12,960.04**
- d. **Approval of General Disbursement Checks amount \$35,049.71**

General Disbursement Check Reports

## 6. UNFINISHED BUSINESS

### a. Fee Schedule

Exhibit A: Fee Schedule Policy

### Minutes:

Moved by **Council Member Randi Tolin** to approve the Fee Schedule Policy as presented. Second by **Council Member Carol Truesdell**

### Vote results:

Ayes: 4 / Nays: 0

## 7. NEW BUSINESS

### a. Concrete Valley Gutters & Curbs

Exhibit A: Encore Estimate

### Minutes:

Moved by **Council Member Monty Leonard** to authorize the City Administrator to enter into an agreement with Encore Pavement to replace valley gutters and repair curb and gutters in an amount not to exceed \$35,000.

Second by **Council Member Randi Tolin**

### Vote results:

Ayes: 4 / Nays: 0

### b. Washington Street Mill & Overlay

Exhibit A: APAC Bid

**Minutes:**

Moved by **Council Member Monty Leonard** to authorize the City Administrator to enter into an agreement with APAC to mill and overlay Washington Street for \$118,255.00. Second by **Council Member Carol**

**Truesdell**

**Vote results:**

Ayes: 4 / Nays: 0

**c. Street Micro Surface Sealing**

Exhibit A: Vance Brothers bid

**Minutes:**

Moved by **Council Member Monty Leonard** to authorize the City Administrator to enter into an agreement with Vance Brothers in an amount not to exceed \$80,490.00 for the purpose of street sealing. Second by **Carol**

**Truesdell**

**Vote results:**

Ayes: 4 / Nays: 0

**8. OTHER BUSINESS**

**a. Severe Weather Awareness Week, March 1 - 5, 2021**

**Minutes:**

**Brian Daily, Police Chief** reported that he and **Zane Hansen, Fire Chief** are planning a Storm Spotter Class in March for first responders. **Council Member Randi Tolin** asked if the meeting could be made available on Facebook Live for residents. **Daily** said he would check into it.

**9. EXECUTIVE SESSION**

**a. Executive Session - Non-elected Personnel**

**Minutes:**

Moved by **Council Member Randi Tolin** to recess into executive session pursuant to the 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 8:35 PM. Second by **Council Member Monty Leonard**

The Council meeting resumed with no binding action taken in Executive Session.

**Vote results:**

Ayes: 4 / Nays: 0

**b. Executive Session - Contract Negotiations**

**Minutes:**

Moved by **Council Member Randi Tolin** to recess into Executive Session pursuant to K.S.A. 75-4319(b)(2) for the purpose of discussing Contractual Matters with Governing Body and City Administrator in attendance. The open

meeting would resume at 8:55 PM. Second by **Monty Leonard**

## 10. ADJOURN

### **Minutes:**

Moved by **Council Member Kirby Stucky** to adjourn the Council meeting at 8:58 PM. Second by **Council Member Monty Leonard**

### **Vote results:**

Ayes: 4 / Nays: 0

March 1, 2021

**PAYROLL CHECKS - DIRECT DEPOSIT**

Payroll February 19, 2021

**TOTAL PAYROLL CHECKS**

**\$ 16,017.43**

**GENERAL DISBURSEMENT CHECKS-AABHR**

**\$ 1,000.00**

**GENERAL DISBURSEMENT CHECKS-AABHS**

**\$ 18,398.93**

**GENERAL DISBURSEMENT CHECKS-AAABHT**

**\$ 114,061.97**

**GENERAL DISBURSEMENT CHECKS-AAABHU**

**\$ 7,524.36**

**TOTAL DISBURSEMENT CHECKS**

**\$ 140,985.26**

# AP Enter Bills Edit - Council Report

City of Sedgwick (SEDGKS)

Batch: AAABHR

2/12/2021 3:33:07 PM

Page 1

Vendor	Description	Check Date	Invoice#	Check#	Check Total
MIKE KIRCHER	SEAL PD FLOOR	02/12/2021	021221KIRCHER	67485	\$1,000.00

Total Direct Expense: \$1,000.00

Total Immediate Payments: \$1,000.00

## Report Summary

### Report Selection Criteria

Report Type: Detailed

Start End

Transaction Number: Start End

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

2/12/2021 3:25:29 PM

City of Sedgwick (SEDGKS)  
Batch: AAABHR

Page 1

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice	
<b>Line</b>	<b>GL Expense Account</b>	<b>Desc/Inv Stock/Alloc/Cost Code</b>		<b>Quantity Bought</b>	<b>Cost Per Unit</b>	<b>Line Extension</b>
1	KIRCHER, MIKE / MIKE KIRCHER		2/12/2021	2/12/2021	021221KIRCHER	\$1,000.00
1	01-00-00-4711	RESEAL PD/COURT BLDG FLOOR		1.0	\$758.2400	\$758.24
2	01-03-60-6100			1.0	\$241.7600	\$241.76
<b>Grand Totals</b>						
					<b>Total Direct Expense:</b>	<b>\$1,000.00</b>
					<b>Total Immediate Payments:</b>	<b>\$1,000.00</b>

**Report Summary**

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

# AP Adjust/Pay Bills Edit Report

City of Sedgwick (SEDGKS)

Batch: AAABHS

2/17/2021 4:10:24 PM

Page 1

Tr. #	Vendor Tran/CC Pmt Date Tran Type	Re / Ch # / CC Ref # / Description Apply To #      GL Acct Number	Credit Card Vendor	Bank Code	Total Amount	
1	KPERS / KPERS 2/19/2021 Non-Electronic Payment	67491 / RETIREMENT 2-19-21		CKG	\$2,913.13	
<b>Line Applied</b>	PR000000286					
		<b>CC Amount</b>	<b>Cash Amount</b>	<b>Credit Amount</b>	<b>Debit Amount</b>	<b>Discount Amount</b>
1	PR000000286		\$2,913.13			
				<b>Total Cash Amount</b>		<b>\$2,913.13</b>
2	KS STATE WH / KANSAS STATE WITHHOLDING TAX 2/19/2021 Non-Electronic Payment	67493 / PR WITHHOLDING TAX		CKG	\$977.69	
<b>Line Applied</b>	PR000000286					
		<b>CC Amount</b>	<b>Cash Amount</b>	<b>Credit Amount</b>	<b>Debit Amount</b>	<b>Discount Amount</b>
1	PR000000286		\$977.69			
				<b>Total Cash Amount</b>		<b>\$977.69</b>
3	EFTPS / LEGACY BANK 2/19/2021 Non-Electronic Payment	67490 / 941 FWT TAX 2-19-2021		CKG	\$5,496.64	
<b>Line Applied</b>	PR000000286					
		<b>CC Amount</b>	<b>Cash Amount</b>	<b>Credit Amount</b>	<b>Debit Amount</b>	<b>Discount Amount</b>
1	PR000000286		\$5,496.64			
				<b>Total Cash Amount</b>		<b>\$5,496.64</b>
4	KS PAYMENT CTR / KANSAS PAYMENT CENTER 2/19/2021 Non-Electronic Payment	67492 / 20DM03193 2-19-21		CKG	\$244.62	
<b>Line Applied</b>	PR000000286					
		<b>CC Amount</b>	<b>Cash Amount</b>	<b>Credit Amount</b>	<b>Debit Amount</b>	<b>Discount Amount</b>
1	PR000000286		\$244.62			
				<b>Total Cash Amount</b>		<b>\$244.62</b>
5	BCBS / BCBS OF KANSAS 2/19/2021 Non-Electronic Payment	67488 / HEALTH INSUR 2-19-21		CKG	\$7,585.04	
<b>Line Applied</b>	PR000000285					
		<b>CC Amount</b>	<b>Cash Amount</b>	<b>Credit Amount</b>	<b>Debit Amount</b>	<b>Discount Amount</b>
1	PR000000285		\$570.09			
		<b>CC Amount</b>	<b>Cash Amount</b>	<b>Credit Amount</b>	<b>Debit Amount</b>	<b>Discount Amount</b>
2	PR000000286		\$7,014.95			
				<b>Total Cash Amount</b>		<b>\$7,585.04</b>

# AP Adjust/Pay Bills Edit Report

City of Sedgwick (SEDGKS)

Batch: AAABHS

2/17/2021 4:10:24 PM

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Tr. #	Vendor	Credit Card Vendor				Total Amount		
	Tran/CC Pmt Date Tran Type	Re / Ch # / CC Ref # / Description Apply To #      GL Acct Number			Bank Code			
6	AETNA / AETNA 2/19/2021 Non-Electronic Payment	67486 / VISION INSUR 2-19-21			CKG	\$91.09		
<b>Line</b>	<b>Applied</b>	<b>PR0000000285</b>	<b>CC Amount</b>	<b>Cash Amount</b>	<b>Credit Amount</b>	<b>Debit Amount</b>	<b>Discount Amount</b>	
1	PR0000000285			\$33.19				
2	PR0000000286		<b>CC Amount</b>	<b>Cash Amount</b>	<b>Credit Amount</b>	<b>Debit Amount</b>	<b>Discount Amount</b>	
				\$57.90				
<b>Total Cash Amount</b>						<b>\$91.09</b>		
7	DELTA DENTAL / DELTA DENTAL OF KANSAS 2/19/2021 Non-Electronic Payment	67489 / DENTAL INS MARCH 2021			CKG	\$673.84		
<b>Line</b>	<b>Applied</b>	<b>PR0000000285</b>	<b>CC Amount</b>	<b>Cash Amount</b>	<b>Credit Amount</b>	<b>Debit Amount</b>	<b>Discount Amount</b>	
1	PR0000000285			\$44.54				
2	PR0000000286		<b>CC Amount</b>	<b>Cash Amount</b>	<b>Credit Amount</b>	<b>Debit Amount</b>	<b>Discount Amount</b>	
				\$629.30				
<b>Total Cash Amount</b>						<b>\$673.84</b>		
8	AFLAC / AFLAC 2/19/2021 Non-Electronic Payment	67487 / EMPLOYEE DEDUCT-JAN/FEB 21			CKG	\$416.88		
<b>Line</b>	<b>Applied</b>	<b>PR0000000285</b>	<b>CC Amount</b>	<b>Cash Amount</b>	<b>Credit Amount</b>	<b>Debit Amount</b>	<b>Discount Amount</b>	
1	PR0000000285			\$104.22				
2	PR0000000286		<b>CC Amount</b>	<b>Cash Amount</b>	<b>Credit Amount</b>	<b>Debit Amount</b>	<b>Discount Amount</b>	
				\$104.22				
3	PR0000000283		<b>CC Amount</b>	<b>Cash Amount</b>	<b>Credit Amount</b>	<b>Debit Amount</b>	<b>Discount Amount</b>	
				\$104.22				
4	PR0000000284		<b>CC Amount</b>	<b>Cash Amount</b>	<b>Credit Amount</b>	<b>Debit Amount</b>	<b>Discount Amount</b>	
				\$104.22				
<b>Total Cash Amount</b>						<b>\$416.88</b>		
<b>Totals</b>			<b>CC Amount</b>	<b>Cash Amount</b>	<b>Credit Amount</b>	<b>Debit Amount</b>	<b>Discount Amount</b>	<b>Grand Total</b>
			\$0.00	\$18,398.93	\$0.00	\$0.00	\$0.00	\$18,398.93
Total Non-Electronic Transactions:						\$18,398.93		
Total Payment:						\$18,398.93		

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City of Sedgwick (SEDGKS)

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Vendor	Description	Check Date	Invoice#	Check#	Check Total
HANNAH AGEE	CH CLEANING CONT LBR	02/19/2021	021921HA	67494	\$60.00
COX BUSINESS SERVICES	PHONE/FAX/TV/INTERNE	02/19/2021	021921COX	67495	\$1,156.94
CITY OF HALSTEAD	EMS SERVICE	02/19/2021	021921EMS	67496	\$85,000.00
KANSAS GAS SERVICE	GAS SERVICE	02/19/2021	021921KSGAS	67497	\$591.43
M6 CONCRETE ACCESSORIES	PD/COURT BLDG RESEAL	02/19/2021	0889031-IN	67498	\$322.75
PACE ANALYTICAL SERVICES, INC.	ANALYSES	02/19/2021	2160126124	67499	\$435.60
QUILL	OFFICE SUPPLIES	02/19/2021	14571654	67500	\$66.57
WCCIT	IT SERVICE	02/19/2021	WCC26382,WCC26460	67501	\$581.50
SUPERIOR RENTS - WICHITA	SCAFFOLD RENTALS-PD	02/19/2021	164868-4	67502	\$210.00
USA BLUEBOOK	SEWER CHEMICALS	02/19/2021	491756	67503	\$637.18
WHITEWATER RIVER FIRE DISTRICT	FIRE TRUCK & EQUIP	02/19/2021	021921WHITEWATER	67504	\$25,000.00

Total Direct Expense:

\$114,061.97

**Total Immediate Payments:**

**\$114,061.97**

**Report Summary**

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

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Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice	
<b>13</b>	<b>AGEE, HANNAH / HANNAH AGEE</b>	<b>2/19/2021</b>	<b>2/19/2021</b>	<b>021921HA</b>	<b>\$60.00</b>	
1	01-01-60-6290	CH CLEANING CONTRACT LABOR-HA		0.8	\$60.0000	\$45.00
2	01-03-60-6290	CH CLEANING CONTRACT LABOR-HA		0.3	\$60.0000	\$15.00
<b>6</b>	<b>COX / COX BUSINESS SERVICES</b>	<b>2/19/2021</b>	<b>2/19/2021</b>	<b>021921COX</b>	<b>\$1,156.94</b>	
1	01-01-60-6180	CH PHONE/FAX/INTERNET/TV		1.0	\$280.0000	\$280.00
2	01-05-60-6180	COURT PHONE/FAX/INTERNET/TV		1.0	\$59.0200	\$59.02
3	10-00-60-6180	WATER PHONE/FAX/INTERNET/TV		1.0	\$59.0200	\$59.02
4	13-00-60-6180	SEWER PHONE/FAX/INTERNET/TV		1.0	\$59.0200	\$59.02
5	01-03-60-6180	PD PHONE/FAX/INTERNET/TV		1.0	\$220.9800	\$220.98
6	01-11-60-6180	MAINT SHOP 320 N WASH PHONE		1.0	\$33.6600	\$33.66
7	01-04-60-6180	FIRE PHONE/INTERNET		1.0	\$112.6600	\$112.66
8	13-00-60-6180	SEWER PLANT PHONE/INTERNET		1.0	\$152.6600	\$152.66
9	01-06-60-6180	POOL PHONE/INTERNET		1.0	\$112.6000	\$112.60
10	13-00-60-6180	EAST LIFT PHONE		1.0	\$33.6600	\$33.66
11	13-00-60-6180	SOUTH LIFT PHONE		1.0	\$33.6600	\$33.66
<b>11</b>	<b>HALSTEAD / CITY OF HALSTEAD</b>	<b>2/19/2021</b>	<b>2/19/2021</b>	<b>021921EMS</b>	<b>\$85,000.00</b>	
1	01-02-60-6290	HALSTEAD EMS SERVICE		1.0	\$85,000.0000	\$85,000.00
<b>8</b>	<b>KS GAS / KANSAS GAS SERVICE</b>	<b>2/19/2021</b>	<b>2/19/2021</b>	<b>021921KSGAS</b>	<b>\$591.43</b>	
1	13-00-60-6180	402 S COMM GAS SERVICE		1.0	\$36.0300	\$36.03
2	01-01-60-6180	CH GAS SERVICE		0.8	\$91.6200	\$68.72
3	01-03-60-6180	CH GAS SERVICE		0.3	\$91.6200	\$22.91
4	01-04-60-6180	320 N WASH GAS SERVICE		0.9	\$463.7600	\$394.20
5	01-11-60-6180	320 N WASH GAS SERVICE		0.2	\$463.7800	\$69.57
<b>9</b>	<b>M6 CONCRETE / M6 CONCRETE ACCESSORIES</b>	<b>2/19/2021</b>	<b>2/19/2021</b>	<b>0889031-IN</b>	<b>\$322.75</b>	
1	01-03-70-7100	PD/COURT BLDG-SEAL/STAIN		1.0	\$322.7500	\$322.75
<b>15</b>	<b>PACE / PACE ANALYTICAL SERVICES, INC.</b>	<b>2/19/2021</b>	<b>2/19/2021</b>	<b>2160126124</b>	<b>\$435.60</b>	
1	13-00-60-6170	SAMPLE DATE 2-3-21		1.0	\$435.6000	\$435.60



# AP Enter Bills Edit - Council Report

City of Sedgwick (SEDGKS)

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Vendor	Description	Check Date	Invoice#	Check#	Check Total
AGRI ENVIRONMENTAL SERVICES	SLUDGE HAUL	02/26/2021	1548	67505	\$2,860.00
BAYSINGER POLICE SUPPLY	UNIFORM NYGAARD	02/26/2021	1041002	67506	\$219.68
WILLIAM BRIAN DAILY	PICK UP DONATED EQUI	02/26/2021	022621BD	67507	\$58.91
FENIX CO, INC	PD/COURT BLDG HVAC	02/26/2021	83312	67508	\$284.00
AARON GARDNER	HEATER RENTAL	02/26/2021	022621AGARDNER	67509	\$61.14
M6 CONCRETE ACCESSORIES	DYNATROL SEAL	02/26/2021	0889225-IN	67510	\$173.70
SERGEANT LEVI MINKEVITCH MEMOI	OFFICER MEMORIAL	02/26/2021	022621OFFICER	67511	\$50.00
EVERGY	ELECTRIC SERVICE	02/26/2021	022621EVERGY	67512	\$3,816.93

Total Direct Expense:	\$7,524.36
<b>Total Immediate Payments:</b>	<b>\$7,524.36</b>

**Report Summary**

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

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City of Sedgwick (SEDGKS)  
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Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
<b>4</b>	<b>AGRI ENVIRONMENTAL / AGRI ENVIRONMENTAL SERV</b>	<b>2/26/2021</b>	<b>2/26/2021</b>	<b>1548</b>	<b>\$2,860.00</b>
1	13-00-60-6160	2-19-21 SLUDGE HAUL 32,500 GAL		32,500.0	\$1,300.00
2	13-00-60-6160	2-23-21 SLUDGE HAUL 39,000 GAL		39,000.0	\$1,560.00
<b>3</b>	<b>BAYSINGER / BAYSINGER POLICE SUPPLY</b>	<b>2/26/2021</b>	<b>2/26/2021</b>	<b>1041002</b>	<b>\$219.68</b>
1	01-03-70-7250	PD UNIFORM-NYGAARD		1.0	\$219.6800
<b>2</b>	<b>DAILY / WILLIAM BRIAN DAILY</b>	<b>2/26/2021</b>	<b>2/26/2021</b>	<b>022621BD</b>	<b>\$58.91</b>
1	01-03-60-6720	EXPENSES FOR PICKING UP DONATED TASERS & HOLSTERS		1.0	\$50.9100
2	01-03-70-7120	PD CAR WASH		1.0	\$8.0000
<b>10</b>	<b>FENIX CO, INC / FENIX CO, INC</b>	<b>2/26/2021</b>	<b>2/26/2021</b>	<b>83312</b>	<b>\$284.00</b>
1	01-03-70-7100	PD/COURT BLDG REPLACE HEAT SEQUENCES		1.0	\$284.0000
<b>1</b>	<b>GARDNER, AARON / AARON GARDNER</b>	<b>2/26/2021</b>	<b>2/26/2021</b>	<b>022621AGARDNER</b>	<b>\$61.14</b>
1	13-00-60-6240	WWTP HEATER RENTAL-SEWER FROZEN		1.0	\$61.1400
<b>5</b>	<b>M6 CONCRETE / M6 CONCRETE ACCESSORIES</b>	<b>2/26/2021</b>	<b>2/26/2021</b>	<b>0889225-IN</b>	<b>\$173.70</b>
1	01-03-70-7100	PD/COURT BLDG DYNATROL TAN SEAL		1.0	\$173.7000
<b>12</b>	<b>MINKEVITCH / SERGEANT LEVI MINKEVITCH MEMORIA</b>	<b>2/26/2021</b>	<b>2/26/2021</b>	<b>022621OFFICER</b>	<b>\$50.00</b>
1	01-07-60-6400	SERGEANT MINKEVITCH MEMORIAL FUND		1.0	\$50.0000

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City of Sedgwick (SEDGKS)  
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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	
11	WESTAR / EVERGY		2/26/2021	2/26/2021	022621EVERGY	\$3,816.93
1	01-11-60-6180	3743030616 - 324 N WASH SHOP	1.0	\$134.3700	\$134.37	
2	01-08-60-6180	3748198293 - 204 W 4TH PARK LIGHTS	1.0	\$43.9200	\$43.92	
3	10-00-60-6180	3749459455 - 518 W 5TH WEST WELL HOUSE	1.0	\$142.0300	\$142.03	
4	13-00-60-6180	3728481135 - 402 S COMM SOUTH LIFT	1.0	\$92.3600	\$92.36	
5	10-00-60-6180	3731495616 - 404 N HARRISON EAST WATER TOWER	1.0	\$99.0400	\$99.04	
6	13-00-60-6180	3742907574 - 308 N WASH MAIN LIFT	1.0	\$220.1000	\$220.10	
7	01-04-60-6180	3742938337 - 316 N WASH FIRE BLDG	1.0	\$95.6800	\$95.68	
8	13-00-60-6180	3738109015 - 1900 N WASH WWTP	1.0	\$1,808.7700	\$1,808.77	
9	13-00-60-6180	7277816660 - 402 N HARRISON EAST LIFT	1.0	\$88.2300	\$88.23	
10	10-00-60-6180	1282677544 - 205 W 5TH WEST WATER TOWER	1.0	\$52.9400	\$52.94	
11	01-10-60-6180	7610673523 - 100 INDUSTRIAL DR STREET POLE	1.0	\$34.9900	\$34.99	
12	10-00-60-6180	7852345322 - 201 WELLHOUSE RD, WATER	1.0	\$27.1700	\$27.17	
13	01-03-60-6180	659714280 - PD BLDG	1.0	\$340.0700	\$340.07	
14	01-10-60-6180	1062940882 - 804 N MADISON STREET POLE	1.0	\$32.3800	\$32.38	
15	01-10-60-6180	3002790064 - 100 WHEATLAND DR STREET POLE	1.0	\$25.9200	\$25.92	
16	01-10-60-6180	0009908927 - 505 N MADISON AVE, SCHOOL ZONE	1.0	\$24.8400	\$24.84	
17	01-10-60-6180	2464686086 - 310 N MADISON AVE, SCHOOL ZONE	1.0	\$24.8700	\$24.87	
18	01-10-60-6180	8514115281 - 413 W 4TH SCHOOL ZONE	1.0	\$24.8300	\$24.83	
19	01-01-60-6180	5111455161 - CITY HALL	1.0	\$154.4600	\$154.46	
20	01-01-60-6180	5043441260 - 107 W 5TH SR CTR	1.0	\$135.6800	\$135.68	
21	01-06-60-6180	4920122509 - 403 N FRANKLIN POOL	1.0	\$141.5600	\$141.56	
22	01-10-60-6180	1761794880 - 103 W 5TH STREET ELECT POLE	1.0	\$23.9200	\$23.92	
23	01-10-60-6180	3175824328 - 502 N COMM STREET ELECT AT POLE	1.0	\$23.9400	\$23.94	
24	01-10-60-6180	8574522122 - 302 W 4TH SCHOOL ZONE	1.0	\$24.8600	\$24.86	

**Grand Totals**

**Total Direct Expense: \$7,524.36**  
**Total Immediate Payments: \$7,524.36**

**Report Summary**

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

	<b>SURPLUS PROPERTY DISPOSAL POLICY</b>	Page 1 of 4
	Original Issue Date: 03/01/21	Last Reviewed: 03/01/21

## **PURPOSE AND SCOPE**

This policy provides a framework and guidance to employees and officials for the disposal of City of Sedgwick owned property that is no longer needed or has no practical use to a particular City Department. In so doing, this policy is intended to:

1. Ensure that only assets that do not provide the minimum level of basic services are disposed of.
2. Ensure that assets are not disposed of when the disposal of the asset or the terms of disposal of the asset, could disadvantage the City or community financially or otherwise.
3. Ensure that all disposals are fair, equitable, transparent, competitive, and consistent with the best interests of the City of Sedgwick.

## **DEFINITIONS**

*Assets:* An asset shall mean any resource controlled or owned by the City of Sedgwick from which the City expects to derive economic benefit or use for service delivery to the public.

*Disposal:* Disposal shall mean a process of preparing, negotiating, and concluding a written contract, where necessary, which involves the transfer of control or ownership of an asset or property, considered by the City to be surplus, by means of a sale, trade, lease, or donation.

*Competitive Solicitation:* The act of informally seeking out good faith estimates on values and price quotes or utilizing a formal process to solicit bids.

*Employees:* Any official or full-time, part-time, and intermittent/seasonal employees.

*Practical Use:* The use of something for a reasonable purpose.

*Surplus Property:* City owned property (i.e., automobiles/vehicles, electronics, furniture, seized and unclaimed property, machinery and tools, miscellaneous equipment, office machines, or real property) that is no longer needed or has no practical use to a particular City Department.

## **APPLICABILITY**

This policy applies to all City employees and all City owned property with the following exceptions:

- Items purchased with grant funds which shall be disposed of in accordance with applicable grant requirements. If no disposal requirements exist, these items are subject to the provisions set forth in this policy.
- Seized or unclaimed property within the Police Department which shall be handled and disposed of in accordance with applicable Federal, State, and local requirements.

	<b>SURPLUS PROPERTY DISPOSAL POLICY</b>	Page 2 of 4
	Original Issue Date: 03/01/21	Last Reviewed: 03/01/21

- Before any computer and electronic data storage equipment can be disposed of, city staff shall consult with City's contracted Information Technology (IT) services provider to determine what steps should be taken to dispose of this equipment. This includes, but is not limited to computers, laptops, tablets, servers, phones, cameras, scanners, external hard drives, and any similar device that may hereafter become available for use.

### **RESPONSIBILITY FOR ADMINISTRATION**

The City Administrator is responsible for the management and enforcement of this policy. The City Administrator shall consult with department heads and coordinate the disposition of surplus property and shall aid staff and the City Council in determining the best method of disposal. The City Administrator shall dispose of the property in the manner specified and shall ensure that the capital fund(s) for the appropriate department(s) is credited with any resulting funds.

### **GENERAL GUIDELINES**

1. All real property and any other property reasonably estimated to be worth more than \$5,000 shall be brought before Council for approval.
2. Department heads shall prepare an itemized list of surplus property, as needed. The list shall be forwarded to the city administrator along with recommendations regarding disposal of the property using a method prescribed herein that will return the most benefit to the City.
3. After consulting with department heads, the city administrator shall determine which method of disposal is most appropriate and advise the department head who shall carry out the approved method.
4. Transferring, selling, donating, scrapping, recycling, or disposing of property by City employees for personal gain or to benefit the interest of any person or party other than the City of Sedgwick, including handling or disposal of trash or junk except as directed by the city administrator, is strictly prohibited unless expressly authorized by the City Administrator after review, mindful of the need for fairness, equity, transparency, competitiveness, and consistency, all with the best interests of the City considered.
5. City employees shall not claim ownership of, give away, recover, or salvage any materials abandoned, disposed of, or stored upon City premises unless expressly authorized by the City Administrator after review, mindful of the need for fairness, equity, transparency, competitiveness, and consistency, all with the best interests of the City considered.
6. City employees shall not obtain property or the proceeds from the disposal of property designated for disposal as trash, scrap, or as recyclables. This prohibition includes giving any such property or proceeds to any person or party other than for the duly authorized benefit and interest of the City of Sedgwick, or authorizing any other person or party to accept, receive or take any such surplus property to benefit their own interest, except as provided herein.

	<b>SURPLUS PROPERTY DISPOSAL POLICY</b>	Page 3 of 4
	Original Issue Date: 03/01/21	Last Reviewed: 03/01/21

7. Unless expressly authorized by the governing body, City employees may only compete, as members of the public, for the purchase of publicly sold surplus property if it is sold at an auction.
8. Upon the consummation of the sale of surplus property, the City shall make, execute, and deliver a bill of sale or similar instrument signed on behalf of the City, conveying the property in question to the purchaser and delivering possession, or the right to take possession, of the property to the purchaser.

### **METHODS OF DISPOSAL**

Following are the permissible methods of disposal of surplus property and publication of a legal notice is not required unless specifically stated otherwise below:

1. Transfer to another City department. Surplus property may be transferred between City departments if there is a need or use for the surplus property.
2. Government agencies. Without competition, by trade, transfer or sale to another government or public agency.
3. Auction. Sale through a traditional public auction or online auction website.
4. Bids. Bids, sealed or otherwise, may be solicited directly only after a publicly advertised invitation to bid has been published in a newspaper of general circulation for at least one week. Unless authorized by Council, the bidding period should last at least 30 days from date of publication.
5. Represented Sale. A realtor or sales agent may market any property on behalf of the city subject to the terms of a negotiated listing agreement.
6. Fixed Price Sale. The city administrator may establish a selling price based upon an independent appraisal (formal or informal) or published schedule of values generally accepted by the insurance industry, schedule and advertise a sale date, and sell to the first buyer meeting the sales terms.
7. Trade-In. By trade-in, in conjunction with the acquisition of another piece of equipment or asset under a competitive solicitation. The solicitation shall require the offer to state the total value assigned to the surplus property to be traded in.
8. Property may be disassembled and cannibalized for parts.
9. Donation. By donation to any organization operating within or providing a service to the residents of the State of Kansas, which is recognized by the Internal Revenue Service as an organization described in section 501(c)(3) of the Internal Revenue Code.

### **DISPOSAL OF PROPERTY WITH MINIMAL VALUE**

Surplus property which has a value of less than \$500, or for which the costs of sale are likely to exceed sale proceeds, may be disposed of by any means determined to be the most cost-effective, including by disposal as waste or donation, subject to approval of the city administrator. The

	<b>SURPLUS PROPERTY DISPOSAL POLICY</b>	Page 4 of 4
	Original Issue Date: 03/01/21	Last Reviewed: 03/01/21

employee making the disposal shall make a record of the value of the item and the manner of disposal.

**PERSONAL-USE ITEMS**

An item (or indivisible set) of personal and/or specialized use with a current value of less than \$500 may be sold to the employee or retired or terminated employee for whose use it was specifically and expressly purchased.

**PUBLIC RECORDS**

All City owned property is Public Record, therefore records of transfer, sales or disposal of surplus property must be maintained by the City Clerk’s Office.

Public records will be managed in compliance with applicable local, state, and federal laws, regulations, and policies including the Kansas Freedom of Information Act (covering Open Meeting Law, Public Records Law), and Public Records retention schedules, Copyright Law, and other applicable City policies.

**VIOLATIONS**

Employees violating this policy may be subject to disciplinary action in accordance with City policies, departmental operating procedures and/or employee contracts.

**City of Sedgwick  
City Council Meeting  
March 1, 2021**

**TO:** Mayor and City Council  
**SUBJECT:** Sedgwick Park Name  
**PREPARED BY:** City Administrator  
**AGENDA:** Unfinished Business

---

**Background:** At the November 16, 2020 council meeting there was a discussion about naming Sedgwick Park. The Council instructed the city administrator to solicit feedback from the community. The Harvey County Now published an article in the February 4<sup>th</sup> paper discussing the matter and soliciting input from the community.

**Analysis:**

**SEDGWICK PARK NAME RESULTS**

	Support	Opposition	Neutral	Total Votes
Donald K. DeHaven Memorial Park	27	2	1	30

Of the 27 favorable responses, one was submitted by a relative and one also expressed support for doing more to honor veterans in Sedgwick. Two voters did not support naming the park after our former mayor and felt that honoring military veterans was more appropriate. Finally, we received a vote that was neither for nor against naming the park after Mayor DeHaven. But, they argued that the City should consider naming the park after our fallen military heroes.

It should be noted that a couple of individuals have stated that the American Legion and the Hillside Cemetery acknowledge our military heroes and that it would not be inappropriate to acknowledge the contributions of non-service members, too.

**Financial Considerations:** None.

**Legal Considerations:** None.

**Recommendations/Actions:** It is recommended that City Council rename Sedgwick Park the "Donald K. DeHaven Memorial Park."

**Attachments:** None.

City of Sedgwick  
City Council Meeting  
March 1, 2021

**TO:** Mayor and City Council  
**SUBJECT:** Bids for Surplus Real Estate  
**PREPARED BY:** City Administrator  
**AGENDA:** Unfinished Business

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**Background:** The Council directed the city administrator to seek out offers for the approximately 6.5-acre parcel located at the south end of Commercial Ave and north of the industrial park. This directive was the result of a private party making an unsolicited offer on the property.

Information about the sale was published via public notice in the local newspaper, advertised on social media and public access channels, and prominently featured on a frontpage article in the Harvey County Independent.

The land is currently planted with wheat by a local farmer under an alleged verbal agreement that goes back many years. The City does not receive any compensation for this. In conversations with the farmer, I was told that the wheat crop should be harvested by early to mid-June. When queried for a ballpark estimate on the value of the crop, staff was told that it was approximately \$300 an acre.

**Analysis:** The City received two bids. One from Sharbutt Homes, LLC and the other from a group of three individuals headed by Cody Brown (“Brown Group”). Both offers were identical at \$15,000. However, the Brown offer contained an escalation clause stating that they would pay \$1,100 more than the highest offer in an amount not to exceed \$20,000.

The Brown Group offers states that it is their intent to “[create] open storage for all recreational vehicles” with the ultimate goal of “offering new, affordable, family dwellings.”

Sharbutt Homes provided a rough sketch of a planned development that features twelve (12) lots with duplexes, or twenty-four (24) housing units.

While the Brown Group offer is slightly higher, the City would receive a greater financial benefit from the Sharbutt Homes offer based on the information presented in the bid packets. Recreational storage would not generate much revenue to the City and it is unclear as to when the investment group would build out the residential units, what type of units, or the quantity of the units.

There is no evidence in the bid packet from the Brown Group to suggest that they have any homebuilding experience or expertise. However, Sharbutt Homes has built several residential units in the region.

**Financial Considerations:** In addition to the agreed upon sales amount, additional revenue would be realized through the building of taxable real estate.

**Legal Considerations:** Not reviewed.

**Recommendations/Actions:** If the Council deems it better to sell the property now than to hold onto it and wait for something else at a later date, staff recommends that the Council enter into an agreement with Sharbutt Homes, LLC subject to certain timelines and conditions that protect the interests of the City and promote economic growth.

**Attachments:** Exhibit A. Sharbutt Homes, LLC bid packet.  
Exhibit B. "Brown Group" bid packet.



1 In consideration of the mutual agreements herein, it is agreed that Seller will sell to Buyer by a good and sufficient  
2 warranty deed and Buyer will buy from Seller the following property on the following terms and conditions:

3 1. **BUYER:** \_\_\_\_\_

4 2. **SELLER:** \_\_\_\_\_ City of Sedgwick \_\_\_\_\_

5 3. **LEGAL DESCRIPTION:** S 306.27 FT OF TR BEG 718 FT E OF SW COR N1/2 NW1/4 N 568.55 FT E 330 FT N 300 FT E  
6 324.15 FT TO AT&SF ROW SELY TO PT E OF BEG W 992.3 FT TO BEG EXC W 30 FT FOR RD SEC 3-25-1W  
7 \_\_\_\_\_ "the Property."

8 **PROPERTY ADDRESS:** \_\_\_\_\_ 0 \_\_\_\_\_ S. Commercial \_\_\_\_\_  
9 (CITY, STATE, ZIP CODE) \_\_\_\_\_ Sedgwick \_\_\_\_\_ KS 67135 \_\_\_\_\_

10 4. **PURCHASE PRICE:** Buyer shall purchase and pay to Seller as consideration for the Property the amount of:  
11 \_\_\_\_\_ Fifteen Thousand \_\_\_\_\_ Dollars \$ 15,000.00

12 as follows:  
13 **EARNEST MONEY:** ..... \$ 500.00  
14 (See paragraph 5)  
15 **NEW MORTGAGE PROCEEDS:** ..... \$ 14,500.00  
16 (See paragraph 6)  
17 **OTHER:** (See paragraph 32) ..... \$ 0.00  
18 **APPROXIMATE BALANCE DUE** from Buyer at closing subject to  
19 adjustments and prorations, loan/closing costs and pre-paid items: ..... \$ 14,750.00

20 Buyer agrees to pay loan/closing costs/discount points in approximate amount of \_\_\_\_\_ \$ 300  
21 Buyer agrees to pay prepaid items in approximate amount of \_\_\_\_\_ \$ 500  
22 Title Evidence to be ordered from: \_\_\_\_\_ Security 1st Title \_\_\_\_\_

23 5. **EARNEST MONEY:** Subject to paragraph 27, the Buyer shall provide Earnest Money in the form of check  
24 and in the amount of \$ 500.00, as security that the terms and conditions of this Contract shall be fulfilled by  
25 the Buyer. All parties agree, the Earnest Money shall be delivered per the listing agent's instructions. Earnest Money  
26 shall be deposited with Security 1st Title (Escrow Agent) **within five (5) business days**  
27 after the Effective Date of this Contract. If Earnest Money is to be deposited with an Escrow Agent other than a real  
28 estate broker, the listing broker shall deliver the Contract and Earnest Money deposit to the Escrow Agent unless  
29 otherwise specified. The listing broker shall obtain and keep, in the transaction file, a receipt from the Escrow Agent  
30 showing the date of delivery of the Contract and Earnest Money deposit. The Earnest Money shall be applied to the  
31 purchase price at closing.  
32

33 6. **NEW FINANCING:** The purchase of the Property is contingent upon the Buyer obtaining a cash  
34 first mortgage loan at an initial interest rate not to exceed n/a % plus required Mortgage Insurance or VA  
35 Funding Fee, for a term of n/a years. Buyer agrees to make an application for a new loan or for loan  
36 assumption **within five (5) business days** after the Effective Date of this Contract. Buyer agrees to make all reasonable  
37 efforts to obtain said financing and any lender-required appraisal. Therefore, Buyer agrees to provide lender with any  
38 requested information and pay for any credit report(s) and appraisals. **Once application for loan has commenced,**

Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_

39 **Buyer shall not make any attempt to prevent or delay lender from ordering appraisal.** Buyer acknowledges and  
40 agrees that failure to make a loan application or delaying the appraisal, constitutes a breach of this Contract. In the  
41 event Buyer is unable to obtain such financing, Buyer shall promptly provide Seller, or Seller's broker, written evidence  
42 from the lender of Buyer's inability to obtain such financing, and upon receipt of such written evidence this Contract  
43 shall terminate and **the Earnest Money shall be paid (i) first, to reimburse Seller, for Seller's expenses incurred with**  
44 **respect to the transaction contemplated by this Contract and (ii) second, any remaining amount, shall be refunded to**  
45 **the Buyer.** If the property does not appraise for at least the Purchase Price, this Contract (i) may be renegotiated or (ii)  
46 terminated by Buyer and the Earnest Money shall be refunded to the Buyer.

47 7. Mineral rights: 100 % pass with the land to the Buyer  
48 0 % remain with the Seller  
49 0 % are owned by third party  
50 \_\_\_\_\_ other (please describe): \_\_\_\_\_  
51 \_\_\_\_\_

52 Are there any oil, gas, or wind leases of record or Other? (please explain) none  
53 \_\_\_\_\_

54 8. Crops planted at the time of sale: \_\_\_\_\_ pass with the land to the Buyer  
55 \_\_\_\_\_ remain with the Seller  
56  none  
57 \_\_\_\_\_ negotiable  
58 \_\_\_\_\_ other (please describe): \_\_\_\_\_  
59 \_\_\_\_\_

60 9. Water rights: \_\_\_\_\_ pass with the land to the Buyer - Permit # \_\_\_\_\_  
61 \_\_\_\_\_ remain with the Seller - Permit # \_\_\_\_\_  
62 \_\_\_\_\_ have been terminated  
63  none  
64 \_\_\_\_\_ other (please describe): \_\_\_\_\_

65 10. Any additional leasehold interests or tenant's rights in the subject property:  
66 none  
67

68 11. Land currently zoned as residential

69 12. **SELLER'S PROPERTY DISCLOSURE REPORT**  
70  A Seller's Property Disclosure Report is attached and made part of this Contract.  
71  This offer is subject to Acceptance by the Buyer of a completed Seller's Property Disclosure Report being  
72 delivered to the Buyer within business days after the Effective Date, and upon delivery shall be made  
73 part of this Contract. In the event a completed Seller's Property Disclosure Report is not timely accepted  
74 by Buyer, Buyer may terminate this Contract by written notice to Seller and the Earnest Money shall be  
75 refunded to Buyer.  
76  A Seller's Property Disclosure Report is not available.

77 13. **CLOSING AND POSSESSION:** The parties agree that time is of the essence, and Buyer agrees to close on or before  
78 04/30/2021. Buyer and/or Seller will have the necessary funds available to close this Contract,  
79 payable by cashier's check, certified funds, or wire. **Possession** of the Property shall be delivered to Buyer on  
80 at closing subject to the following lease(s) or tenancies or tenant rights: n/a  
81 \_\_\_\_\_

Buyer's Initials  Seller's Initials \_\_\_\_\_

82 **14. AGENCY DISCLOSURE:**

83  Seller is not represented by a REALTOR®/Real Estate licensee

84 Listing Broker/Licensee is functioning as an:

85  Agent of the Seller  Designated Seller's Agent\*  Transaction Broker

86 Selling Broker/Licensee is functioning as:

87  Agent of the Seller  Agent of the Buyer  Transaction Broker  
88  Designated Seller's Agent\*  Designated Buyer's Agent\*

89 \*Supervising Broker acts as a Transaction Broker

90 Seller and Buyer acknowledge receipt of the "Real Estate Brokerage Relationships" disclosure.

91 **15. SURVEY:** Broker recommends that Buyer acquire a current boundary and improvement survey on the Property  
92 being purchased, regardless of lender's survey requirements. If survey is not performed regarding all or part of the  
93 property, Buyer is bound by whatever information a survey would have revealed and waives any claim, right or cause of  
94 action.

95 **16. COMPONENTS OF SYSTEMS AND EQUIPMENT LISTED IN SELLER'S PROPERTY DISCLOSURE REPORT:** If a Seller's  
96 Property Disclosure Report ("Report") is furnished to Buyer, the Report will identify certain items of property (including  
97 but not limited to, appliances, components of systems and equipment) and will state whether the items listed will or  
98 will not be transferred to Buyer at Closing. In the event of a conflict between the Report and a Multiple Listing Service  
99 listing, the Report shall govern. In the event of a conflict between the Report and the terms of this Contract, the terms  
100 of this Contract shall govern.

101 In addition, all fixtures and anything nailed, bolted, screwed, glued or otherwise affixed to or incorporated in any  
102 improvement on the Property shall remain with the Property and be transferred by Seller to Buyer at Closing, except  
103 the following specific items: n/a

104 **17. PRORATION OF TAXES AND RESERVES:** All real property taxes, the current annual installment of special  
105 assessments, rentals, homeowner's association dues, and interest, if any, shall be adjusted and prorated as of closing  
106 date, unless otherwise agreed. Real property taxes shall be prorated for the calendar year from the most current  
107 officially published county valuation and the most current officially-published mill levy prevailing at closing. Special  
108 assessments shall be prorated on the basis of the amount (for the calendar year) ascertainable at the time of closing by  
109 the closing agent. Pursuant to Kansas laws, if the Property is subject to any special assessments or is located in an  
110 improvement district, Seller has by a separate document disclosed to Buyer the amount of the special assessments  
111 on the Property (or if no special assessments have yet been made, that the Property is located in an improvement  
112 district) which separate document has been dated and signed by Seller. Buyer, by also signing and dating such  
113 separate document, has acknowledged that Seller's disclosure relating to special assessments was made to Buyer  
114 prior to this Contract being entered into.

115 **18. FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its  
116 regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a  
117 "foreign person," then Seller shall withhold from the sales proceeds an amount sufficient to comply with applicable tax  
118 law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service  
119 regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

120 **19. TITLE EVIDENCE:** The Seller shall cause to be furnished to Buyer a title insurance company's commitment to issue,  
121 after closing, a title insurance policy in an amount equal to the full purchase price naming Buyer as the insured. A  
122 copy of the title commitment will be furnished to Seller, Buyer, lender, listing broker, and selling broker as promptly as  
123 possible. The Seller and Buyer shall each pay one half the cost of the title insurance. In the event Seller is entitled to a

Buyer's Initials  Seller's Initials \_\_\_\_\_

124 discount, the Seller shall receive the full discount. Buyer shall pay for any title coverage for the benefit of Buyer's  
125 lender. Buyer shall have a reasonable time, **not to exceed five (5) business days**, to examine the title insurance  
126 commitment and to notify Seller of any objections to the title. Seller shall have a reasonable time, **not to exceed 30**  
127 **days after the scheduled closing date**, to cure any title defect other than the following Permitted Exceptions: if a Buyer  
128 fails to obtain a survey, any encroachments that would have been disclosed by a survey; easements and rights of way of  
129 record, provided that no improvements other than fences are located thereon and provided that they do not materially  
130 interfere with Buyer's intended use of the Property; restrictions and protective covenants of record, provided no  
131 forfeiture provisions are contained therein; unmatured special assessments; zoning laws, ordinances and regulations;  
132 the lien of any mortgage that Buyer is to assume under this Contract; and those exceptions that are standard to  
133 American Land Title Association's Schedule B or as specified herein. Should the Seller be unable to furnish marketable  
134 title subject to only the Permitted Exceptions, and should the Contract be terminated for that reason, then the Earnest  
135 Money shall be refunded promptly to the Buyer, the Seller shall reimburse the Buyer for loan costs incurred by Buyer  
136 and the cost of any survey paid for by Buyer if, but only if, the survey disclosed a title defect that cannot be corrected  
137 within the time provided above, and all parties shall be released from any further obligation.

138 **20. DEED AND DOCUMENTS FOR CLOSING:** In the event a title or abstract company prepares a Deed, Affidavit of No  
139 Liens, or other necessary documents to complete this transaction, the charge for same, in addition to the cost of closing  
140 the transaction, shall be shared equally between the Buyer and Seller, but if lender prohibits Buyer from doing so,  
141 Seller shall pay such costs.

142 **21. REPRESENTATIONS AND RECOMMENDATIONS:** It is hereby agreed and acknowledged by the parties hereto that  
143 unless otherwise stated in paragraph 32 (Additional Terms and Conditions), neither the listing nor selling brokers,  
144 or their agents, employees, or associates have made, on their own behalf, any representations or warranties,  
145 expressed or implied, with respect to the Property, including but not limited to the environmental condition of the  
146 Property. Any information furnished to either party through the Multiple Listing Service or in any property condition  
147 report should be independently verified by that party before that party relies on such information. Any representations  
148 or warranties stated in paragraph 32 have been made by the listing/selling brokers based on information supplied by  
149 sources believed to be reliable, and brokers and their associates have not assumed any responsibility, directly or  
150 indirectly, with respect to any representation or warranties which have been made by any other party. Since the  
151 listing/selling brokers are acting as brokers only, they shall, under no circumstances, be held liable to either the Seller  
152 or Buyer for performance or lack of performance of any terms or conditions of this Contract. **Again, it is emphasized**  
153 **that if any party believes representations or warranties have been made by the listing/selling brokers, or their**  
154 **agents, employees, or associates, they must be set forth specifically and in writing in paragraph 32 (Additional Terms**  
155 **and Conditions) if they are to be effective or enforceable.**

156 **22. INTERIM MAINTENANCE:** Seller agrees to deliver possession of the Property in a like or better condition than it is  
157 now, reasonable wear and tear excepted.

158 **23. 1031 TAX EXCHANGE:** Seller and Buyer may, at their respective options, elect to participate in a tax deferred  
159 exchange under Section 1031 of the Internal Revenue code in connection with this transaction and Buyer and Seller  
160 agree to reasonably cooperate with each other in connection with the same provided: (a) neither is required to enter  
161 into the chain of title on the other party's property and that such party uses a qualified intermediary to effect the  
162 exchange; (b) each party will be exclusively responsible for all costs incurred in connection with their respective  
163 exchange; and (c) closing of this transaction is not unreasonably delayed in any manner because of any such exchange.

164 **24. LIENS:** Seller represents and warrants that there are no unpaid (whether recorded or not) chattel mortgages,  
165 conditional sales contracts, financing statements, or security agreements affecting any fixture, portion of the Property  
166 or item of personal property covered by this Contract. Any existing liens which the Seller is required to remove under  
167 this Contract may be paid and discharged from the sale proceeds at the closing.

Buyer's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_

168 **25. BROKERAGE FEES:** The party handling the closing is hereby authorized and directed to collect and disburse the  
169 brokerage fees at closing.

170 **26. ALTERATIONS:** Any alteration of the terms and conditions of this Contract must be agreed to in writing by both  
171 Buyer and Seller.

172 **27. SURVIVAL AFTER CLOSING:** The provisions of paragraphs 7, 8, 9, 10, 13, 16, 21 and 22 shall survive the Closing.

173 **28. DISPOSITION OF EARNEST MONEY:** Pursuant to K.S.A. §40-1137, if the Earnest Money is deposited with a Title  
174 Insurance Agent, the Title Insurance Agent can only disburse Earnest Money 1) pursuant to written authorization of  
175 Buyer and Seller; 2) pursuant to a court order; or 3) when a transaction is closed according to the agreement of the  
176 parties. If a dispute arises over disposition of funds or documents deposited with the Title Insurance Agent, Seller and  
177 Buyer agree that any attorney's fees, court costs and/or other legal expenses incurred by the Title Insurance Agent in  
178 connection with such dispute shall be reimbursed from the Earnest Money or other funds deposited with the Title  
179 Insurance Agent. In addition to forfeiture of Earnest Money to Seller or return of Earnest Money to Buyer, Buyer and  
180 Seller shall both have the option of enforcing specific performance of this Contract or any other remedy allowed by law  
181 or equity. In the event Earnest Money is held by a real estate broker, the provisions of K.S.A. §58-3061 shall govern.

182 **29. HEIRS AND ASSIGNS:** This Contract shall inure to the benefit of, and be fully binding upon the Seller, their heirs,  
183 executors, administrators, successors and assigns. No assignment shall serve to release or relieve the party assigning  
184 from any responsibilities or obligations hereunder.

185 **30. KANSAS LAW APPLIED:** This Contract and its validity, construction and performance shall be governed by the laws  
186 of Kansas.

187 **31. MEDIATION:** Any dispute or claim arising out of or relating to this Contract, the breach of this Contract or the  
188 services provided in relation to this Contract, shall be submitted to mediation in accordance with the rules and  
189 procedures of the Homesellers / Homebuyers Dispute Resolution System prior to filing a lawsuit. Disputes shall include  
190 representations made by the Buyer, Seller, or any listing and selling broker(s) or their agents, employees and associate  
191 brokers in connection with the sale, purchase, financing, condition, or other aspect of the Property including, without  
192 limitation, allegations of concealment, misrepresentation, negligence, and/or fraud. Seller and Buyer shall pay an equal  
193 portion of the mediation fees and costs. Any agreement signed by the parties pursuant to the mediation conference  
194 shall be binding. **The following matters are excluded from mediation hereunder: (a) Earnest Money disputes; (b)**  
195 **judicial or non-judicial foreclosure or other action or proceeding to enforce a mortgage or escrow contract; (c) an**  
196 **unlawful detainer action; (d) the filing or enforcement of a mechanic's lien; (e) any matter which is within the**  
197 **jurisdiction of a probate court; or (f) violation of Kansas real estate license laws. The filing of a judicial action to enable**  
198 **the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional**  
199 **remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of**  
200 **the duty to mediate.**

201 By signing below, the parties hereby acknowledge receipt of the standard announcement brochure for the Homesellers  
202 / Homebuyers Dispute Resolution System, and agree to submit disputes, as described above, to mediation, in  
203 accordance with the Homesellers / Homebuyers Dispute Resolution System and rules and procedures of  
204 the mediation provider prior to filing a lawsuit.

205 **32. ADDITIONAL TERMS AND CONDITIONS:** Buyer is licensed real estate agent in the state of Kansas.

206 \_\_\_\_\_  
207 \_\_\_\_\_

Buyer's Initials  Seller's Initials \_\_\_\_\_

208  
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216

217 Kansas law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register  
218 with the sheriff of the county in which they reside. If you, as the buyer, desire information regarding those registrants,  
219 you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.kansas.gov/kbi> or  
220 by contacting the local sheriff's office.

221 Broker recommends that Buyer acquire a current flood certification on the Property being purchased. Information  
222 regarding floodplains may be found on the homepage of FEMA at <http://msc.fema.gov/portal/home> or by calling the  
223 FEMA Map Service Center at 877-336-2627.

224 Listing and selling broker(s), and their agents, employees, and associate brokers shall not be responsible for the  
225 conduct or competency of third parties providing specialized services required or permitted by this Contract, including  
226 but not limited to any lender, title insurance company, Escrow Agent, closing agent, wood infestation, mechanical,  
227 structural or other inspectors or repair personnel, whether those services were arranged by Buyer or Seller or broker  
228 on behalf of either party.

229 Buyer agrees that the Purchase Price was negotiated after consideration of all defects in the Property of which Buyer  
230 was aware or reasonably should have been aware.

231 Every buyer of residential real property is notified that the property may present exposure to dangerous  
232 concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a  
233 class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall.  
234 Kansas law requires sellers to disclose any information known to the seller that shows elevated concentrations of radon  
235 gas in residential real property. The Kansas department of health and environment recommends all home-buyers have  
236 an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for  
237 radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced  
238 by a radon mitigation technician. For additional information go to <http://www.kansasradonprogram.org>.

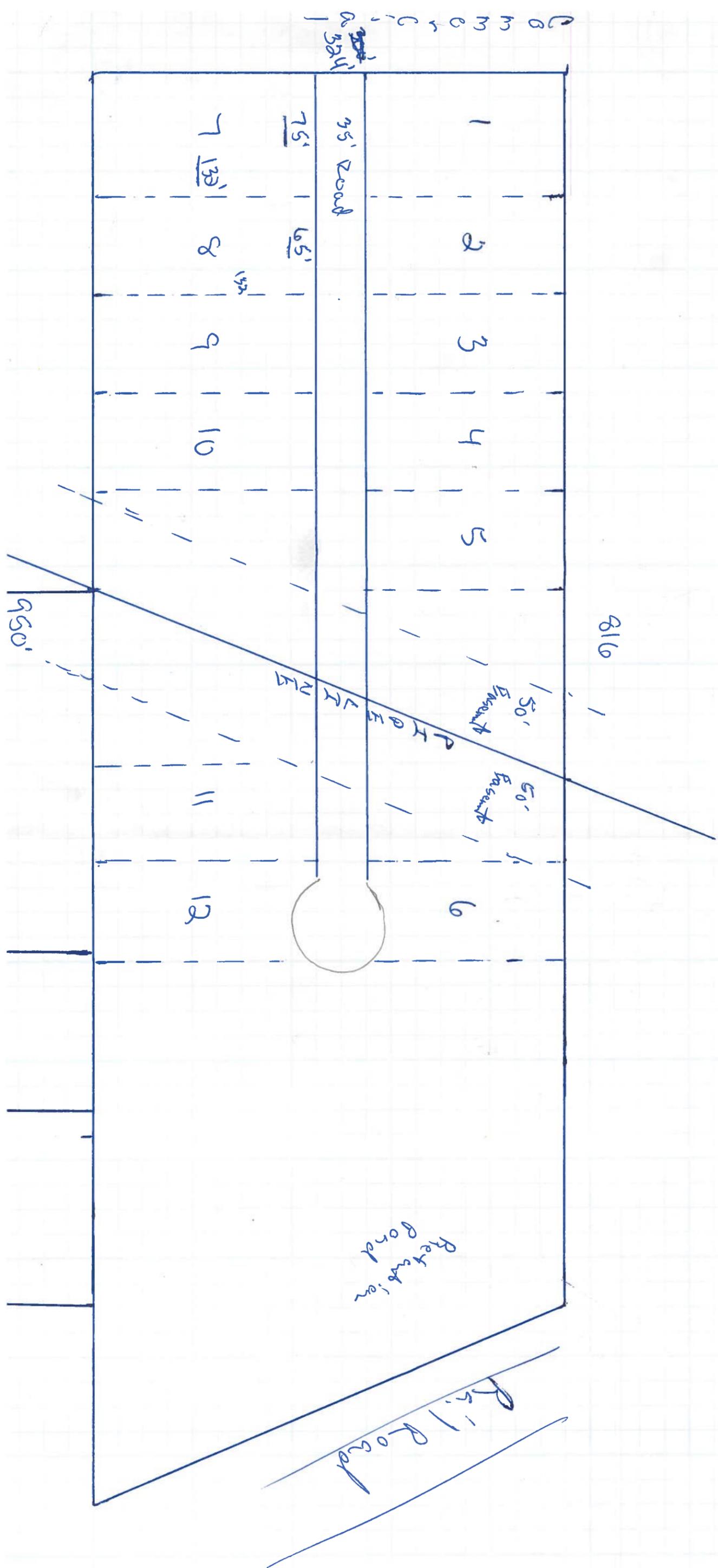
239 **33. SIGNATURE BY ELECTRONIC MAIL AND IN COUNTERPART, AGREEMENT TO USE ELECTRONIC SIGNATURES:**  
240 Signatures to this Contract may be transmitted by electronic mail (such as a PDF) and signed in counterpart, on  
241 separate pages, which may then be assembled as the complete agreement of the parties. In addition, Buyer and Seller  
242 agree this transaction may be conducted through electronic means in accordance with the Kansas Uniform Electronic  
243 Transactions Act.

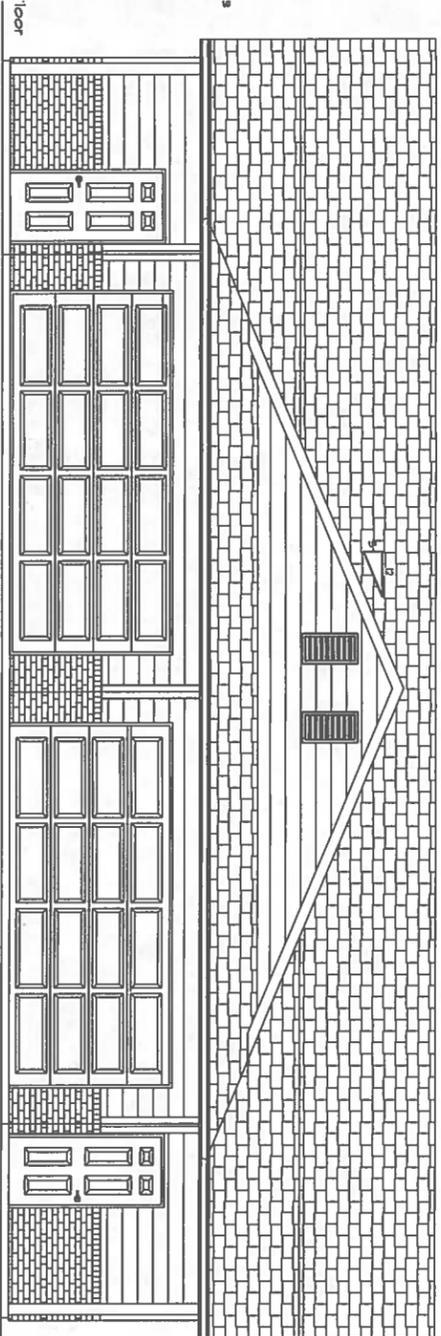
244 **34. AGREEMENT APPROVAL:** This Contract constitutes the entire agreement between the parties and supersedes any  
245 previously executed contracts and representations, verbal or written. Neither this Contract, nor any interest herein,  
246 shall be transferred or assigned by Buyer without the prior written consent of Seller.

Buyer's Initials  Seller's Initials \_\_\_\_\_

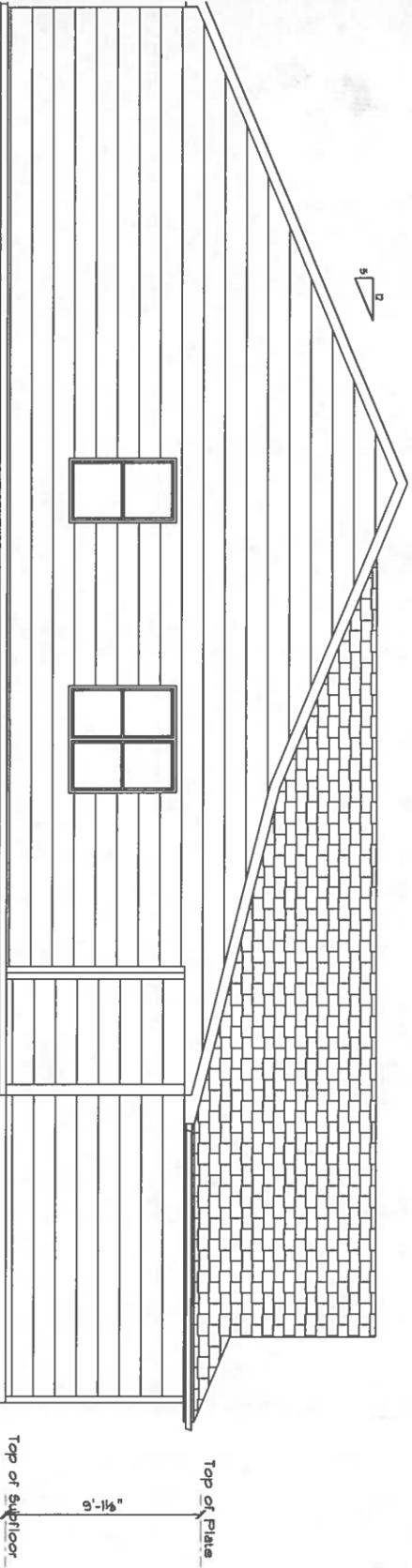


12 Duplex Lots  
25' setbacks  
5' side setbacks  
35' wide street w/ cul-de-sac

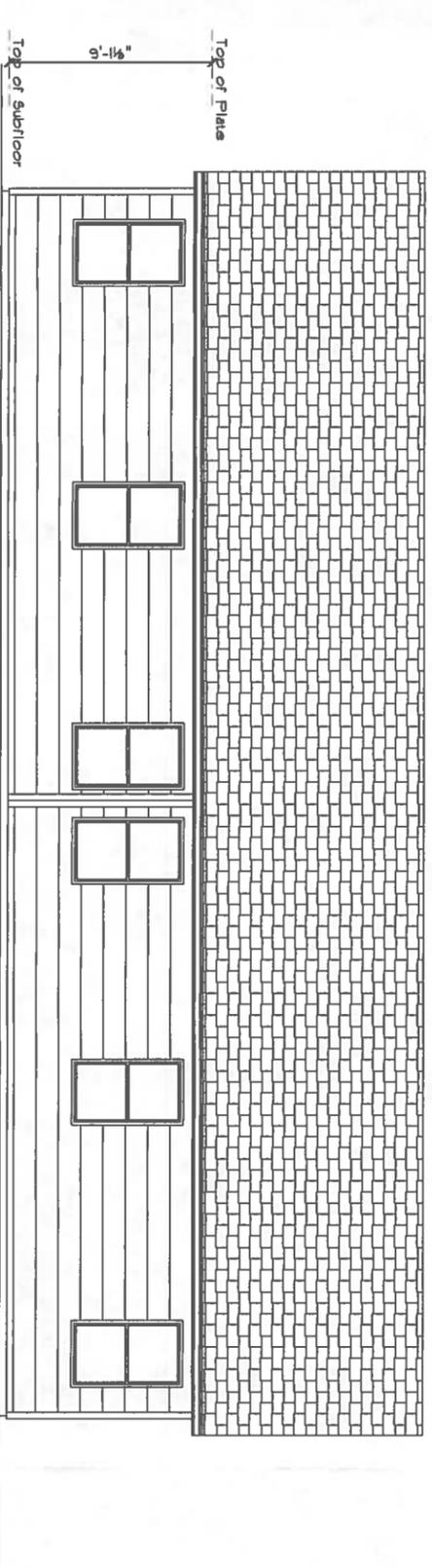




FRONT ELEVATION 1/4"=1'



SIDE ELEVATION 1/4"=1'



REAR ELEVATION 1/4"=1'



February 26, 2021

City of Sedgwick  
520 N. Commercial  
Sedgwick, Ks. 67135

Dear Mayor, Council Members, and City Administrator:

Enclosed with this package is a letter of intent to purchase the +/- 6.56 acres located on south Commercial. We have also included a legal description from Sedgwick County and a verification of funds letter.

We are three local families vested in promoting our hometown of Sedgwick, Kansas. Our initial desire for this purchase is to build Sedgwick an opportunity to revitalize city curb appeal by creating open storage for all recreational vehicles. The ultimate goal is to expand Sedgwick housing; offering new, affordable, family dwellings.

We sincerely appreciate your consideration of our offer.

Warm Regards,



## PURCHASE LETTER OF INTENT

City of Sedgwick  
520 N. Commercial  
Sedgwick, Ks. 67135

Effective Date: February 26, 2021

### **RE: Intent to Purchase Commercial Property**

This purchase letter of intent (the "Letter of Intent") represents the basic terms for an agreement between the Buyer and Seller. After this Letter of Intent has been made, a formal agreement may be constructed to the benefit of the Parties involved.

#### **I. The Buyer:**

[REDACTED]  
"Buyer").

**II. The Seller:** City of Sedgwick (the "Seller").

**III. Property Address:** Approximately 6.65 acres located on South Commercial, Sedgwick Sedgwick County, Kansas, 67135 (the "Property").

Additional Description: S 306.27 FT OF TR BEG 718 FT E OF SW COR N1/2 NW1/4 N 568.55 FT E 330 FT N 300 FT E 324.15 FT TO AT&SF ROW SELY TO PT E OF BEG W 992.3 FT TO BEG EXC W 30 FT FOR RD SEC 3-25-1W. To be more fully described in title binder.

**IV. Purchase Price:** The Buyer shall purchase the Property for Fifteen Thousand Dollars (\$15,000.00) (the "Purchase Price").

**V. Purchase Terms:** Payment of the Purchase Price shall be made in the following manner: Cash upon closing.

**In the event this is not the highest offer, Buyer agrees to pay \$1,100 over the highest offer, not to exceed Twenty Thousand Dollars (\$20,000.00). If this escalation clause is utilized, Seller agrees to provide written documentation to Buyer of highest offer upon contract acceptance.**

**VI. Bank Financing:** The Buyer has made it known that their ability to purchase the Property is not conditional on their ability to obtain financing.

Cash will be paid at closing.

**VII. Closing:** The Closing shall occur on March 26, 2021, or earlier by mutual agreement (the "Closing"). Any extension to the Closing must be agreed upon in writing by the Buyer and Seller.

**VIII. Closing Costs:** All costs associated with the Closing shall be the responsibility of both Parties bearing their own expenses.

**IX. Possession:** Possession of the Property shall be given at the time of closing. Any extension to the Possession must be agreed upon in writing by the Buyer and Seller.

**X. Binding Effect: Binding** – Therefore, the Parties acknowledge that remedies at law will be inadequate for any breach of this Letter of Intent and consequently agree that this Letter of Intent shall be enforceable by specific performance. The remedy of specific performance shall be cumulative of all of the rights at law or in equity of the Parties under this Letter of Intent.

**XI. Standstill Agreement:** Following the execution of this Letter of Intent, and until the Closing, the Seller shall not engage in negotiations for the sale of the Property with any other party unless either the Buyer and Seller agree in writing to terminate this Letter of Intent, or the Buyer and Seller fail to sign a Purchase Agreement by March 5, 2021.

**XII. Additional Provisions:**

1. In the event this is not the highest offer, Buyer agrees to pay \$1,100 over the highest offer, not to exceed Twenty Thousand Dollars (\$20,000.00). If this escalation clause is utilized, Seller agrees to provide written documentation to Buyer of highest offer upon contract acceptance.
2. Seller agrees to share any surveys of the property with Buyer, at no additional charge to Buyer, within 5 days of Contract Acceptance.
3. Title work shall be ordered through Security 1<sup>st</sup> Title. A clear and free title will transfer to Buyer upon closing.
4. Property taxes shall be prorated to the day of closing.

**XIII. Governing Law:** This Letter of Intent shall be governed under the laws of the State of Kansas.



**Agenda Item No. 7a**

**City of Sedgwick  
City Council Meeting  
March 1, 2021**

**TO:** Mayor and City Council  
**SUBJECT:** Annual Insurance Review  
**PREPARED BY:** City Administrator  
**AGENDA:** New Business

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**Background:** Last year, after soliciting quotes from Conrade Insurance and ICI Insurance, the Council elected to continue its relationship with Conrade. This year, staff is coming before the Council to discuss our current policy, suggested changes, and receive feedback on desired coverages. Attached to this item is a copy of our current insurance coverage (see Exhibit A) with highlighted notes and suggested changes.

**Analysis:** Exhibit A has been marked up and annotated. Notable items and review notes are on the following pages: 4, 8-10, 12, 13, 20 and 21.

Other areas of discussion would be on the merits of increasing our property damage deductible, blanket limits, and whether earthquake insurance makes financial sense.

The renewal date for coverage is April 1<sup>st</sup>.

**Financial Considerations:** Depends on final coverage selection, but absent any reduction in coverage or major modification to existing policy, premiums will be increasing.

**Legal Considerations:** None.

**Recommendations/Actions:** Discussion item.

**Attachments:** Exhibit A. – Current Policy Coverage and Limits

**AN ACCOUNT REVIEW**  
*Prepared for*

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



**129 E Broadway | Newton KS 67114-0547**  
**Phone: 316-283-0096 | Toll Free: 888-283-0096 | Fax: 316-283-2444**

This presentation is designed to give you an overview of the insurance provided for illustration purposes only; it is not a legal contract. It is provided to facilitate your understanding of your insurance program. Please refer to the actual policies for specific terms, coverage, conditions, limitations and exclusions that will govern the event of a loss. In assisting you with your insurance needs, we have been dependent upon information provided to us by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring them to our attention. Should any of your business operations or exposures to loss change after coverage is bound, it is the customer's responsibility to let us know promptly so proper coverage(s) can be discussed.

**Additional coverage or higher limits may be available. If you are interested in additional coverage or higher limits, please bring it to our attention.**

# NAMED INSURED SCHEDULE

## 1. City of Sedgwick

# ABOUT CONRADE INSURANCE

Conrade Insurance Group is a retail Property and Casualty Insurance Agency that is a vital and expanding group of professionals. Our group is committed to high standards of excellence to ensure our dedication to provide a People Centric environment engaging in each other, our work, and our customers. We define our goal of being the Best in Class by using the most advanced technology, procedures and quality control; the most knowledgeable and finest trained staff; combined with unsurpassed insurance protection and peace of mind for our clients. We are a quick and nimble agency that strives for improvement every day, making us a leader in our industry and an organization that is happy, growing, and profitable.



## YOUR SERVICE TEAM

**Chris Conrade** – Chris is your **Risk Consultant** responsible for coverage analysis and market placement. He is available throughout the policy period to answer questions and proactively consult with you. [cconrade@conradeinsurance.com](mailto:cconrade@conradeinsurance.com)



**Melissa Lauer** – Melissa is your **Account Manager** responsible for certificate requests, claims and general policy maintenance. [mlauer@conradeinsurance.com](mailto:mlauer@conradeinsurance.com)



**Kelly O'Brian-Wilkinson** – Kelly is your **Back-up Account Manager** responsible for certificate requests, claims and general policy maintenance when Melissa is unavailable. [kwilkinson@conradeinsurance.com](mailto:kwilkinson@conradeinsurance.com)



## PROPERTY

*See Statement of Values for Breakout of Property Limit*

### **Blanket Limits**

Building: \$5,227,570

Business Personal Property: \$477,750

### **Deductible**

\$2,500 Per Occurrence all perils

### **Co-Insurance**

Agreed Amount

### **Valuation**

Replacement Cost

Regardless of value listed for each property on page 6, blanket coverage is the most important number as we will have up that limit to replace damaged buildings.

Conversations with agent lead me to believe our blanket coverage is solid and that our real risk exposure is whether you believe a tornado will wipe out every city owned building and the total cost to rebuild exceeds the \$5.2 million limit.

\$2,500 per occurrence means all our buildings are covered in one event.

We are not subject to co-insurance risk under our policy which is very important.

### **Cause of Loss**

Special Form – Including Theft

### **Additional Coverages:**

Equipment Breakdown Limit - \$250,000 – Deductible - \$2,500

### **Additional Interests:**

Loss Payee; Image Quest, 11021 E 28th St N Wichita, KS 67226

Lenders Loss Payable; US Bank Equipment Finance, 1310 Madrid St Marshall, MN 56258

Mortgagee; Newton Healthcare Corporation, 600 Medical Center Drive Newton, KS 67114



# Berkshire Hathaway Homestate Companies

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## Public Entity Insurance Program

\$ 1,000 deductible applies

### Governmental Property Enhancements

- **Building Ordinance or Law coverage:** Policy limit
  - Increased cost of construction - \$50,000
  - Demolition coverage - \$50,000
- **Accounts Receivable:** Automatic \$100,000 per described premises.
- **Valuable Papers:** Automatic \$100,000 per described premises.
- **Extra Expense:** Automatic \$50,000 per described premises, max \$200,000 per occurrence.
- **Fine Arts:** Automatic \$50,000 at any one described premises, max \$5,000 per item.
- **Money & Securities:** Automatic \$10,000 limit for any one occurrence.
- **Glass:** We automatically eliminate the \$100 per plate/\$500 occurrence limitation on building glass for government properties. Subject to property deductible. Vacancy clause still applies for vacancies over 60 days.
- **Sewer Backup:** Automatic \$50,000 for backups at insured governmental properties, subject to policy deductible.
- **Foundations, Pilings & Underground Pipes:** Limit of 10% of policy's total building limit, maximum \$250,000 per occurrence.
- **Outdoor property:** \$25,000 per occurrence, \$250 max for each tree, shrub, or plant. Covered perils are fire, lightning, riot or civil commotion, and aircraft.
- **Owned personal property away from premises:** \$20,000 limit, not on or in a vehicle, in the custody of a salesperson, or at an exhibition.
- **Personal effects:** \$10,000 at all premises combined, excludes theft.
- **Property of Others in insured's care/custody/control:** \$10,000 limit.
- **Newly Acquired Property:** \$500,000 limit for Building, \$250,000 for Personal Property.
- **Pollutant Cleanup:** \$25,000 each described premises; covers clean up due to a covered cause of loss. Must be reported within 180 days of loss. Asbestos and lead included.
- **Fire Department Service Charge:** \$5,000 limit.
- **Arson Reward:** \$5,000 limit.
- **Fire Extinguisher Recharge:** \$2,500 limit.
- **Cost of Taking Inventory:** \$50,000 limit. Appraisals are excluded.

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*Representing Financial Security and Integrity*

Brookwood Insurance Company • Cornhusker Casualty Company • Continental Divide Insurance Company • Cypress Insurance Company •  
Oak River Insurance Company • Redwood Fire & Casualty Insurance Company



**City of Sedgwick**

Premise	Bldg.	Address	Description / Occupancy	Valuation	Co-Ins	Building	BPP	BI / EE	Sq Ft	Price Per
1	1	511 N Commercial Ave, Sedgwick KS	Library	RCV	AV	\$ 332,700	\$ 104,000		3,567	\$ 93.27
2	1	316 Washington St, Sedgwick KS	Fire Dept	RCV	AV	\$ 199,050	\$ 26,300		2,016	\$ 98.74
3	1	320 N Washington, Sedgwick KS	Equipment Garage	RCV	AV	\$ 200,000	\$ 42,425		3,808	\$ 52.52
	2	320 N Washington, Sedgwick KS	Shop	RCV	AV	\$ 108,000	\$ 42,425		1,440	\$ 75.00
4	1	523 Commercial, Sedgwick KS	City Museum	RCV	AV	\$ 31,550	\$ 73,000		384	\$ 82.16
4	2	523 Commercial, Sedgwick KS	Train Depot	RCV	AV	\$ 40,000				
5	1	W 5th at Franklin, Sedgwick KS	Water Tower	RCV	AV	\$ 778,400	\$-			
6	1	1900 N Washington, Sedgwick KS	Sewage Plant Main Bldg	RCV	AV	\$ 424,350	\$ 31,550			
	2	1900 N Washington, Sedgwick KS	2 Clarifiers w Motors & Controls	RCV	AV	\$ 93,200	\$-			
	3	1900 N Washington, Sedgwick KS	Fused Enamel Sludge Tank	RCV	AV	\$ 75,750	\$-			
	4	1900 N Washington, Sedgwick KS	Ditch & Rotors w Controls	RCV	AV	\$ 177,500	\$-			
	5	1900 N Washington, Sedgwick KS	Wet/Dry Well 2 Pumps/Valves	RCV	AV	\$ 62,400	\$-			
	6	1900 N Washington, Sedgwick KS	Sewage Plant	RCV	AV	\$ 62,250	\$ 31,200			
	7	1900 N Washington, Sedgwick KS	Dog Kennel Building & Fences	RCV	AV	\$ 10,400	\$-		420	\$ 24.76
	8	1900 N Washington, Sedgwick KS	Sewer Plant Fence	RCV	AV	\$ 100,000	\$-			
7	1	314 N Washington, Sedgwick KS	Main Lift Station	RCV	AV	\$ 105,333	\$-			
8	1	City Park: W 5th at Madison, Sedgwick KS	Gazebo	RCV	AV	\$ 10,400	\$-			
	2	City Park: W 5th at Madison, Sedgwick KS	Fences, Light Poles & Fixtures	RCV	AV	\$ 61,700	\$-			
	3	City Park: W 5th at Madison, Sedgwick KS	Bleachers & Playground Eq.	RCV	AV	\$ 20,800	\$-			
	4	City Park: W 5th at Madison, Sedgwick KS	Shelter House	RCV	AV	\$ 19,650	\$-			
9	1	400 N Harrison, Sedgwick KS	Water Tower w Christmas Décor	RCV	AV	\$ 799,200	\$-			
10	1	600 Wellhouse Rd, Sedgwick KS	Wellhouse #9	RCV	AV	\$ 52,000	\$-			
11	1	403 N Franklin, Sedgwick KS	Pool Bath House	RCV	AV	\$ 270,400	\$ 13,850		2,068	\$ 130.75
	2	403 N Franklin, Sedgwick KS	Pool Outdoor Prop incl Fencing	RCV	AV	\$ 136,900	\$-			
13	1	120 N Washington, Sedgwick KS	Rec Center	RCV	AV	\$ 79,350	\$-		2,160	\$ 36.74
14	1	505 N Commercial, Sedgwick KS	Police Station	RCV	AV	\$ 140,000	\$ 13,000		1,160	\$ 120.69
15	1	107 W 5th, Sedgwick KS	Senior Center	RCV	AV	\$ 405,600	\$ 100,000		4,018	\$ 100.95
16	1	402 N Harrison, Sedgwick KS	E Lift Station w Siren	RCV	AV	\$ 120,933	\$-			
17	1	S Commercial at 1st, Sedgwick KS	S Lift Station w Siren	RCV	AV	\$ 120,934	\$-			
18	1	W 7th & Monroe, Sedgwick KS	Storm Siren #3 incl controls/chrgr	RCV	AV	\$ 26,000	\$-			
20	1	520 N Commercial Ave, Sedgwick KS	City Building	RCV	AV	\$ 162,820			1,960	\$ 83.07

**Blanket Totals**                    \$ 5,227,570    \$ 477,750

**Blanket Buildings**                \$ 5,227,570

**Blanket BPP**                        \$ 477,750

**Insured's Signature** \_\_\_\_\_

*All values and location information are correct to the best of my knowledge and belief. Limits and values are understood and agreed to by the policyholder.*

## ELECTRONIC DATA PROCESSING

**Location #0 Bldg #0:** PO Box 131, Sedgwick, KS 67135

<u>Subject of Insurance</u>	<u>Limit of Insurance</u>	<u>Deductible</u>
Equipment (Hardware) Owned	\$68,000	\$500
Breakdown Deductible		\$1,000
Media/Data (Software)	\$7,500	\$500
Back-Up Location Limit	\$50,000	
Transit Limit	\$1,000	

## EQUIPMENT

**Coverage** Replacement cost

**Deductible** \$500 per occurrence

### Unscheduled Equipment

<u>Coverage Type</u>	<u>Maximum Item</u>	<u>Amount of Insurance</u>
Rent/Hire/Lease/Borrow Equip	\$100,000	\$100,000
Miscellaneous Tools & Equipment	\$1,000	\$12,000

### Scheduled Equipment

<u>Item #</u>	<u>Year/Manufacturer/Model</u>	<u>Type/Description</u>	<u>Serial/ID#</u>	<u>Amount of Insurance</u>
1	1982 Ford TW-10	Tractor with cab		\$4,000
2	1993 O'Brian 700J	Hydro-Jetter		\$2,500
3	1998 Bobcat F763h	Skid Loader with bucket, frame, fork	512229324	\$10,000
4	1989 Win Power	Win Power Generator on trailer		\$1,200
5	2004 Land Pride Brush Hog	Mower		\$3,500
6	2010 Duetz MQ 6"	Trash Pump and related equipment	62DD9895	\$5,000
7	Lincoln	Portable Welder	41110113239	\$2,500
8	2006 Wacker RD11A	asphalt roller	5641650	\$2,000
9	2011 Ariens RC	Mower	992807	\$1,000
10	1998 Brown Bear 60"	Horizontal Auger		\$500
11		Auger bits for skid steer		\$2,000
12	2013 Excel Super Z	Mower 54"	12092951	\$2,000
13	2001 Caterpillar 420D	Backhoe	7BJ56235	\$20,000
14	2006 John Deere 210 LE	Landscape loader w/box blade	N24351	\$8,000
15	2005 Caterpillar 140H	Motor Grader	CCA01040	\$65,000
16	2014 Ditch Witch	Hydro-Vac w/ Trailer	C14WFX25XCE000020	\$18,500
17	2014 Bonnell 312	Road Maintainer	817313	\$5,000
18		Barricade Trailer s/ Barricades		\$1,000
19		Brush Chipper	15734	\$8,000
20	2017 Kawasaki 936443	Big Dog Diablo MP 72" Mower	FX1000V	\$3,500

### Additional Interest – Loss Payee:

Trinity Sales LLC, 2225 S West St, Wichita, KS 67213  
BlueLine Rental, LLC; 8401 New Trails Dr, Ste #150, The Woodlands, TX 77381  
U Turn Rentals, LLC; 2900 N Emporia, Wichita, KS 67219

## FIREFIGHTERS BUNKER GEAR EQUIPMENT

**Coverage** Actual cash value -

**Deductible** \$500 per occurrence

### Scheduled Equipment

<u>Item #</u>	<u>Year/Manufacturer /Model</u>	<u>Type/Description</u>	<u>Serial/ID#</u>	<u>Amount of Insurance</u>
1	Hurst	Jaws of Life		\$2,000
2		12 Bunker Gear Sets @ \$2,800 each		\$33,600
3		12 SCBA Packs @ \$6,000 each		\$72,000
5	Chemguard	Foam Trailer- storage & delivery system	1C93821255M917060	\$8,000

**Jaws of Life = \$4,000**

**Bunker Gear = 12 sets x \$1,000**

**Air Packs = 15 sets x \$2,500**  
**Foam Trailer = drop coverage**

## CRIME

**Basis for Coverage** Loss sustained

<b><u>Coverage</u></b>	<b><u>Limit</u></b>	<b><u>Deductible</u></b>
Employee Theft- Blanket	\$75,000	\$0
Computer Fraud	\$75,000	\$0
Funds Transfer Fraud	\$75,000	\$0

**Want to double this coverage. We are not covered on any loss greater than \$75,000.**

**Additional Coverages**

Faithful Performance of Duty Coverage For Government Employees  
Include Treasurers Or Tax Collectors As Employees

## COMMERCIAL AUTOMOBILE

<u>Coverage</u>	<u>Symbol(s)</u>	<u>Limit</u>	
Liability	1	\$1,000,000	
Uninsured/ Underinsured Motorist	6	\$1,000,000	
Comprehensive/ OTC	7	Per Schedule	
Collision	7	Per Schedule	
Hired/ Borrowed Liability	8	Yes	States: KS
Non-owned Auto Liability	9	Yes	States: KS

### Additional Coverages

Personal Auto – Deductible Reimbursement  
 Sound Receiving Equipment Coverage-Fire, Police And Emergency Vehicles  
 Towing and Storing Costs  
 Commandeered Autos

COVERED AUTO SYMBOLS		
(1) ANY AUTO	(4) OWNED AUTOS OTHER THAN PRIVATE PASSENGER	(7) AUTOS SPECIFIED ON SCHEDULE
(2) ALL OWNED AUTOS	(5) ALL OWNED AUTOS WHICH REQUIRE NO-FAULT COVERAGE	(8) HIRED AUTOS
(3) OWNED PRIVATE PASSENGER AUTOS	(6) OWNED AUTOS SUBJECT TO COMPULSORY U.M. LAW	(9) NON-OWNED AUTOS

### **NOTICE TO INSURED CONCERNING OBTAINING AND SCREENING DRIVING RECORDS**

The federal Fair Credit Reporting Act regulates who may have access to MVR information and prevents Conrade Insurance Group from running MVRs for our clients. MVR information can be accessed at the Kansas Department of Motor Vehicle website by establishing an account authorizing you to run the MVR. Here is the link for subscriber information: <http://www.kansas.gov/subscribers/how-to-subscribe/>

# VEHICLE SCHEDULE

<u>Vehicle #</u>	<u>Year Make Model</u>	<u>Vin #</u>	<u>Comp / Collision</u>
1	1966 IHC Service/Water Truck	V304370670	Liability Only
2	1990 GMC Fire Truck	1GBL7D1E0LV107037	\$500 / \$1,000
3	1983 Ford F700	1FDPK74N6DVA41924	Liability Only
4	1990 Dodge 3500 Fire Truck	1B6MM3653LS715555	Liability Only
5	1996 Ford F350	1FDJF37F4TEA41779	\$500 / \$1,000
6	2006 Ford Ranger	1FTZR15E96PA93298	\$500 / \$1,000
7	2007 Ford Ranger	1FTYR14U87PA47211	\$500 / \$1,000
8	1995 Ford F800	1FDXF80C9SVA64626	Liability Only
9	2010 International Fire Truck	1HTMKAZR2AH229059	\$500 / \$1,000
10	1987 Ford Bucket	1FDRD84N0HVA14247	\$500 / \$1,000
11	2010 Trash Pump Trailer	62DD9895	Liability Only
12	2005 Dodge Ram 2500S	3D6WR26D15G828710	Liability Only
13	2015 Ford Fire Truck	1FDoX5HY3FEA14517	\$500 / \$1,000
14	2009 Freightliner M916A3	1FULATCG3APAN1629	Liability Only
15	2008 Ford F350 Super Duty	1FDWF31518ED90749	\$500 / \$1,000
17	2009 Dodge Charger	2B3KA43V69H519312	\$500 / \$1,000
18	2013 Ford Explorer	1FM5K8AR8DGC20863	\$500 / \$1,000
19	2014 Chemguard Foam Delivery Trailer	1C93821255M917060	\$500 / \$1,000
20	1992 International CC	1HTSDNZR7NH433905	\$500 / \$1,000
21	2012 Dodge Charger	2C3CDXAT9CH190498	\$500 / \$1,000
22	2013 Ford Interceptor - Police	1FM5K7AR2DGA80495	\$500 / \$1,000
23	2007 Ford Crown Victoria Police Interceptor	2FAHP71WX7X107827	\$500 / \$1,000
24	2009 American LaFrance Liberty Fire Truck	1AFAAKCYX8RZ68467	\$500 / \$1,000

**Yellow = Drop to liability coverage only**  
**Red = Delete coverage**

## GENERAL LIABILITY

**Claims Basis:** Occurrence

**General Aggregate applies per**

<u>General Liability</u>	<u>Limits</u>
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Damage to Rented Premises (Each Occurrence)	\$100,000
Medical Expense (Any One Person)	\$5,000
Property Damage Deductible	\$250
Aggregate Deductible Limit	\$2,500

**Employee Benefits Liability** - Claims-Made Form

Aggregate	\$1,000,000
Per Claim	\$1,000,000
Deductible	1,000
Retro Date	04/04/2006

**Hazard Schedule**

<u>Loc #</u>	<u>Hazard#</u>	<u>Classification</u>	<u>Class Code</u>	<u>Exposure</u>	<u>Premium Basis</u>
1	1	Governmental Subdivision - not state or federal Municipalities - Population 2,500 & under	44100	1,695	Person
1	2	Bldg / Prem - Bank / Office - Merc. or Mfg. (LRO) - For Profit	61212	2,160	Area - Per 1,000/Sq Ft
1	3	Dam / Levee / Dike - Existence Hazard Only	41700	2	# of Dam or Levee
1	4	Lake / Reservoir - Existence Hazard Only	45523	1	# of Lakes
1	5	Sewer	48039	50	Miles
1	6	Streets / Roads / Hwys / Bridges - Existence / Maint. Hazard Only	48727	25	Miles
1	7	Water Company	99943	84,000	Payroll - Per \$1,000/Pay
11	1	Waterslides	44444	1	Per Unit
11	2	Swimming Pools - NOC (Included in Slide Exposure)	48925	1	# of Pools
21	5	Cemetery - NFP	41604	13	Acres
1	1	Paramed/Ambulance/EMT	44444	4	# of Attendants

**Sewer = Only 9 miles of sewer according to contract with Mayer  
 Streets = Fewer than 12 miles using Google Maps distance tool**

## GENERAL LIABILITY CONTINUED

### **Additional Coverages**

Sexual Abuse or Molestation Endorsement

Sewer Backup Coverage Endorsement – Deductible Per Claim - \$2,500

Limited Coverage-Excessive or Inadequate Provision of Utility Services - \$50,000 – Per Occurrence Sublimit

Emergency Medical Services Endorsement

Exclusion – Flood Water and Dam

Herbicide, Pesticide or Fertilizer Drift Liability Coverage - \$25,000 Each Occurrence/Aggregate Limit

### **Additional Interests**

Image Quest

Trinity Sales LLC

BlueLine Rental LLC

U Turn Rentals LLC

City Library Board

Hillside Cemetery District

Sedgwick County Department of Aging

## LAW ENFORCEMENT WRONGFUL ACTS

**Claims Basis:** Claims Made

**Retro Date:** 4/1/1988

<u>Coverage</u>	<u>Limits</u>
Annual Aggregate Limit	\$1,000,000
Each Law Enforcement Wrongful Act Limit	\$1,000,000
Deductible Amount Per Wrongful Act	\$1,000

# PUBLIC OFFICIALS ERRORS AND OMISSIONS

**Claims Basis:** Claims Made

**Retro Date:** 4/1/1988

<u>Coverage</u>	<u>Limits</u>
Aggregate Limit	\$1,000,000
Claim Limit	\$1,000,000
Deductible Per Claim	\$2,000

**Additional Coverages:**

Employment Practices Liability Coverage Endorsement



# Berkshire Hathaway

## HOMESTATE COMPANIES

### **Public Officials Errors & Omissions**

- Broad form to cover public officials wrongful acts
- Limits (up to \$1,000,000 each claim, \$2,000,000 aggregate)
- Claims-made coverage available
- Defense costs outside limits
- Flexible retro date options
- Professional liability covered for employed attorneys
- Various deductible options
- Defense for zoning actions

## CYBER & PRIVACY LIABILITY INSURANCE

**Form Claims Made**

**Retro Date - Full Prior Acts**

**Policy Aggregate Limit \$1,000,000**

**Retention \$2,500**

**Shared Limits**

Privacy Liability	\$1,000,000
Privacy Regulatory Claims	\$1,000,000
Security Breach Response Coverage	\$1,000,000
Security Liability	\$1,000,000
Multimedia Liability	\$1,000,000
Cyber Extortion	\$1,000,000
Business Income and Digital Asset Restoration	\$1,000,000
Restoration Costs	\$1,000,000
Reputation Business Income Loss	\$1,000,000
PCI DSS Assessment	\$1,000,000

## ACCIDENT POLICY

**Plan Type:** Full Excess

**Deductible:** \$0

**Description**

**Limits**

Accident Medical Expense (per person, per accident)

\$25,000

Accident Medical Expense Aggregate

\$100,000

Accidental Death

\$25,000

Accidental Dismemberment & Paralysis

Up to \$50,000

Accidental Death, Dismemberment & Paralysis Aggregate

\$50,000

# BOND

**Bond Type:** Public Official Bond – Debra Harrison

**Delete this coverage since she is  
already covered by Crime Policy.**

**Amount:** \$20,000

**Obligee:** City of Sedgwick

# BOND

**Bond Type:** Public Official – Sheila Agee

Delete this coverage because she is already covered by Crime Policy.

**Amount:** 25,000

**Obligee:** City of Sedgwick

# PREMIUM SUMMARY

## Premiums

Line of Business	Premium
Property	\$16,642
Inland Marine (EDP, Equipment)	\$1,995
Crime	\$267
Commercial Auto	\$9,541
General Liability	\$6,085
Law Enforcement Wrongful Acts	\$1,736
Public Officials Errors & Omissions	\$3,562
Cyber & Privacy Liability Insurance	\$1,954
Accident Policy	\$300
Public Official Bond – Debra Harrison	\$100
Public Official Bond – Sheila Agee	\$100
<b>Premium Total</b>	<b>\$42,282</b>

# COVERAGE CHECKLIST

**Some coverages are included via a broadening endorsement and have not been scheduled. Conrade does not certify adequacy of limits. Higher limits are available.**

Name: **City of Sedgwick**

I = Coverage Included R = Coverage Recommended N = Not Applicable

I	R	N	PROPERTY	I	R	N	LIABILITY
			<b>Building and Personal Property Coverage</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>General Liability</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Optional Liability Coverage</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Business Personal Property	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Employee Benefits Liability
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Personal Property of Others	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Professional Liability
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Improvements or Betterments	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Directors & Officers Liability
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Blanket Limits	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Employment Practices Liability
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Agreed Value	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Trustee/Fiduciary Liability
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Special Form (Including Theft)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Excess / Umbrella Liability
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Replacement Cost				<b>Cyber Security</b>
			<b>Property Options</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Data Breach
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Equipment Breakdown	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cyber Security
<b>COMMERCIAL AUTOMOBILE</b>							
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property Enhancement Endorsement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Liability
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Spoilage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Physical Damage
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Off Premises Utility Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Uninsured/Underinsured Motorist
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sewer Backup	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Personal Injury Protection (PIP) / No Fault
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Flood Coverage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hired Auto Liability
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Earthquake Coverage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Non-Owned Auto Liability
			<b>Time Element Coverage</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Hired Auto Physical Damage
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Business Income with Extra Expense				<b>WORKERS COMPENSATION</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Loss of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Employers Liability
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Agreed Value	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other States
			<b>Inland Marine Coverage</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Do you have employees domiciled out of KS?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Accounts Receivable				<b>OTHER COVERAGE OPTIONS</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Valuable Papers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Accident Coverage (Volunteers/Participants)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electronic Data Processing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bonds – Public Official
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fine Arts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sexual Abuse Liability
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Equipment Coverage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Drone Coverage
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Signs	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Emergency Patient Evacuation Expense
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property in Transit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Mandated Decontamination Expense
			<b>Crime Coverage</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Pollution Liability
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Employee Dishonesty	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Terrorism Coverage (where optional)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	ERISA Endorsement / Pension Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Underground Storage Tank Liability
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Forgery & Alteration	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Workplace Violence / Crisis Event Expenses
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Computer & Funds Transfer Fraud				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	M & S Theft Disappearance & Destruction				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Social Engineering				

I, the insured, consent to electronic delivery of all insurance information. I am aware that:

- I have the right or option to have the notice or document provided in non-electronic form, *Opt In*  *Opt Out*
- I have the right to withdraw consent for electronic delivery,
- A paper copy of a document delivered electronically may be obtained by request. **Email:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# IMPORTANT ISSUES

As part of Conrade Insurance Group's commitment to you, the following provides a summary of important information you should know:

## **Broker Disclosure**

Conrade Insurance Group represents you as an insurance broker in soliciting insurance coverage proposals from insurers and placing insurance contracts on your behalf. Conrade Insurance Group may be eligible to receive the following types of compensation as a result of the sale of insurance to you:

Base Commission (may differ depending on the product, insurer and /or intermediary)

Additional compensation based upon other factors, such as premium volume placed with a particular insurer or through a particular intermediary and loss or claims experience

Interest or investment income on premiums or return premiums temporarily held by Conrade Insurance Group

Service fees or other compensation from premium finance companies for administrative services provided to, or on behalf of, the premium finance companies relative to the financing of client insurance premiums

## **Communication**

Any requests that you make to confirm, bind, or alter your insurance program through e-mail, voice mail, or other automated systems will not take effect until you receive written communication from your Conrade Insurance Group representative.

## **Claim Reporting Requirements**

Changing market conditions have had an adverse effect on many carriers' claim reporting terms and conditions. Many policy forms now include verbiage that severely restricts or negates coverage should a carrier not be immediately notified of a claim or potential claim. Refer to your policies for a more complete explanation of your carrier's reporting requirements.

## **FEMA Flood Zone Information**

Property insurance does not cover the peril of flood. In 1968, Congress created the National Flood Insurance Program (NFIP) to help provide a means for property owners to financially protect themselves. The NFIP offers flood insurance to homeowners, renters and business owners if their community participates in the NFIP. Participating communities agree to adopt and enforce ordinances that meet or exceed FEMA requirements to reduce the risk of flooding. For more information on a flood policy, please contact our office.

## **Non-admitted Carriers (Surplus Lines)**

This is to inform you that some of your policies may have been placed with a non-admitted carrier. If all or part of your coverage is written through a non-admitted carrier, it will be so indicated in the individual coverage section.

Non-admitted carriers are neither licensed by nor under the supervision of the state department of insurance. If a non-admitted carrier becomes insolvent, it is unlikely that the State Guaranty Fund will respond (State Guaranty Funds typically only apply to admitted carriers and provide limited, if any, coverage). For an overview of each state's provisions, go to: <http://ncigf.org>

## **Subject to Audit**

This is to inform you that some of your policies may be subject to an audit to determine accurate pricing for the policy. A deposit premium will be collected at the time of inception. Adjustments in premium are done when the policy expires.

**Agenda Item No. 7b**

**City of Sedgwick  
City Council Meeting  
March 1, 2021**

**TO:** Mayor and City Council  
**SUBJECT:** Neighborhood Revitalization Plan  
**PREPARED BY:** City Administrator  
**AGENDA:** New Business

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**Background:** Our Neighborhood Revitalization Plan provides tax rebate incentives to encourage property owners to make improvements. Our current plan had a five-year duration and expired several years ago. Recently, Harvey County Clerk Rick Piepho announced that he would be reviewing all of the plans in the county to bring them into compliance.

Additionally, the prospective buyer of 519 N. Commercial has inquired about economic development incentives.

**Analysis:** Attached is an updated version of the document that incorporates feedback received during the February 10<sup>th</sup> work session and through consultation with Mayor Chapman.

City Administrator Turner is scheduled to attend the USD 439 Board of Education meeting on March 8<sup>th</sup> to present the NRP. It is staff's goal to get the document approved by all interlocal partners by mid-April.

**Financial Considerations:** Rebates only apply to the increased portion of the assessed valuation and do not negatively impact the interlocal agreement partners.

**Legal Considerations:** Not yet reviewed.

**Recommendations/Actions:** Discussion item.

**Attachments:** Exhibit A. – City of Sedgwick Neighborhood Revitalization Plan (DRAFT)

# CITY OF SEDGWICK NEIGHBORHOOD REVITALIZATION PLAN



Ordinance No. XXX  
Adopted: March XX, 2021  
Effective: April XX, 2021  
Expires: December 31, 2031

This document is the plan for the Neighborhood Revitalization Tax Rebate program pursuant to the Kansas Neighborhood Revitalization Act

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## Purpose and Factual Findings

This plan is required by state statute (K.S.A. 12-17,114 et seq.) in order to create an incremental tax rebate program intended to encourage reinvestment and improvement of areas of decline or areas of architectural or historical significance within the community pursuant to the Kansas Neighborhood Revitalization Act. The components of the plan include establishing the Neighborhood Revitalization Area boundaries, proposals for improving municipal services and establishing local eligibility criteria and application procedures for the tax rebate program. A tax rebate incentive based on the incremental increase of qualified improvements will be available to property owners in the designated Neighborhood Revitalization District.

The Neighborhood Revitalization Plan serves as the City's strategy to stimulate and promote the revitalization of areas in the City of Sedgwick, Kansas, through the rehabilitation, conservation, or redevelopment of the area in order to protect the public health, safety or welfare of the residents of the Neighborhood Revitalization Areas and the municipality as a whole.

Purposes for implementing a Neighborhood Revitalization Plan include:

- Stabilize declining neighborhoods by incentivizing the rehabilitation of older homes or replacement of older housing stock with new homes
- Encourage property owners to make substantial improvements or additions to their existing homes
- Encourage infill housing
- Stabilize commercial buildings in our downtown corridor and historic district to promote economic growth and preserve our history
- Incentivize development in our industrial areas to alleviate the financial burdens of extensive debt loads related to special assessments so that these costs can be redirected to providing services and amenities to our community

In accordance with the provisions of K.S.A. 12-17,114 et seq., the Governing Body has held a public hearing and considered the existing conditions and alternatives with respect to the designated areas, the criteria and standards for a tax rebate and the necessity for Interlocal cooperation among the other taxing units. The Governing Body has carefully reviewed, evaluated, and determined that the areas meet one or more of the conditions to be designated as a neighborhood revitalization area or dilapidated structure.

The City previously has adopted other Neighborhood Revitalization Plans, to apply to different areas within the City. This Plan is intended to replace those in full, to provide one comprehensive plan applicable to all areas eligible for this incremental tax rebate program, as those areas are described herein. To that end, this Plan is the only Neighborhood Revitalization Plan in effect in the City of Sedgwick, from and after the date of execution of the Interlocal Agreement authorizing same.

## Neighborhood Revitalization Area

All property within the city limits of the City of Sedgwick is included in the Neighborhood Revitalization Area and eligible for a tax rebate incentive unless specifically enumerated otherwise in this document in the area titled “Criteria for Determination of Eligibility.”

## Appraised Valuation of Real Property

The current assessed and appraised valuation of each parcel of real estate located within the Neighborhood Revitalization area, including land and building values, is available at the offices of the respective county appraisers for Harvey and Sedgwick counties. You may also view this information at each county’s web site (see below).

## Names and Addresses of Owners of Record

The names and addresses of the owners of record for each parcel of real estate located within the Neighborhood Revitalization area is available at the offices of the respective county appraisers for Harvey and Sedgwick counties. You may also view this information at each county’s web site (see below).

### **Harvey County Appraiser**

800 N. Main St.  
Newton, KS 67114  
(316) 284-6820  
<https://www.harveycounty.com/departments/appraiser.html>

### **Sedgwick County Appraiser**

271 W. 3rd St N  
Wichita, KS 67202  
(316) 660-9000  
<https://www.sedgwickcounty.org/appraiser/>

## Zoning Classifications, Districts and Land Use Maps

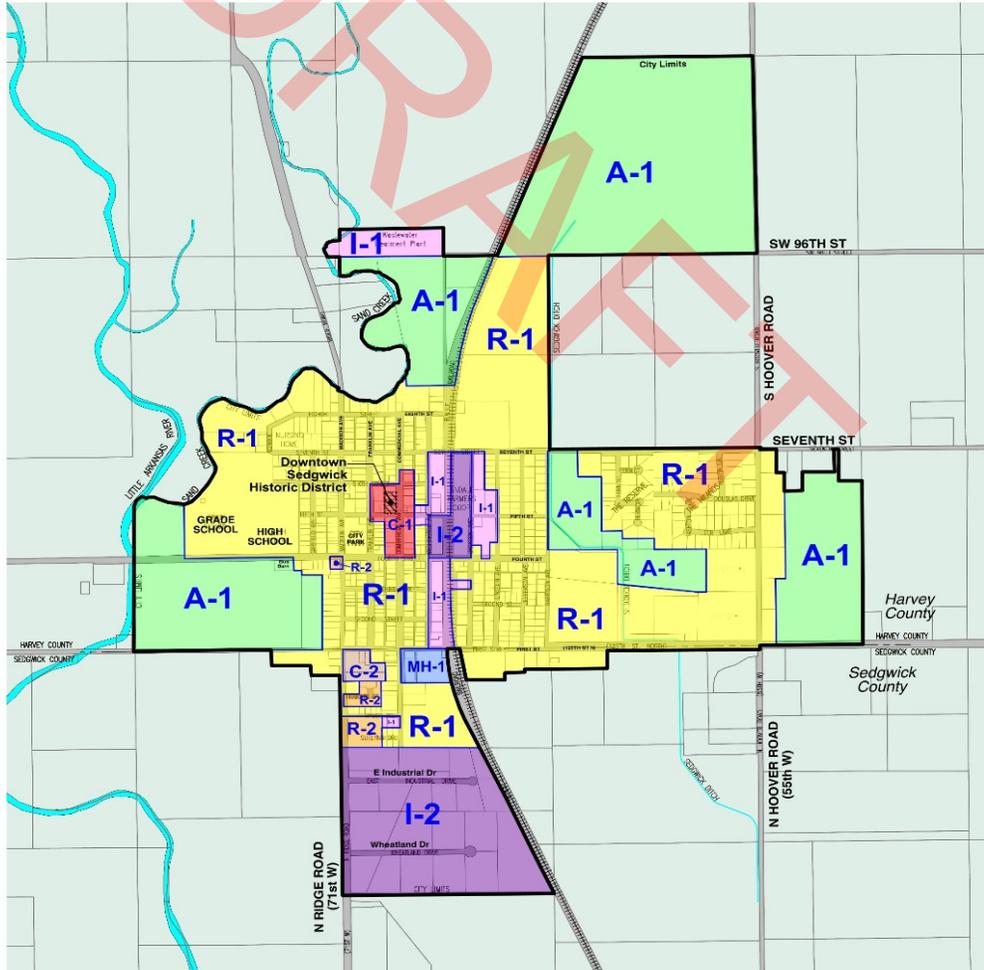
Maps detailing the zoning districts found within the Neighborhood Revitalization Districts and a copy of the future land use map from the 2015-2035 Comprehensive Plan are made a part of this plan and follow below. Current versions of these maps are available at City Hall.

# OFFICIAL ZONING MAP

0' 100' 200'  
Scale 1"=200'-0"



# CITY OF SEDGWICK, KANSAS



## Zoning Districts

- A-1 Agricultural District
- R-1 Single- and Two-Family Residential District
- R-2 Multiple-Family Residential District
- MH-1 Manufactured Home Park District
- C-1 Central Business District
- C-2 General Business District
- I-1 Light Industrial District
- I-2 Heavy Industrial District

P-O Protective Overlay District  
may be applied with any underlying zoning district.

Official copy of Zoning District Map  
incorporated into Zoning Regulations  
by adoption of Ordinance Number  
by the Governing Body of the City of Sedgwick  
on the \_\_\_\_ day of \_\_\_\_\_, 2020.  
Effective Date: \_\_\_\_\_, 2020.

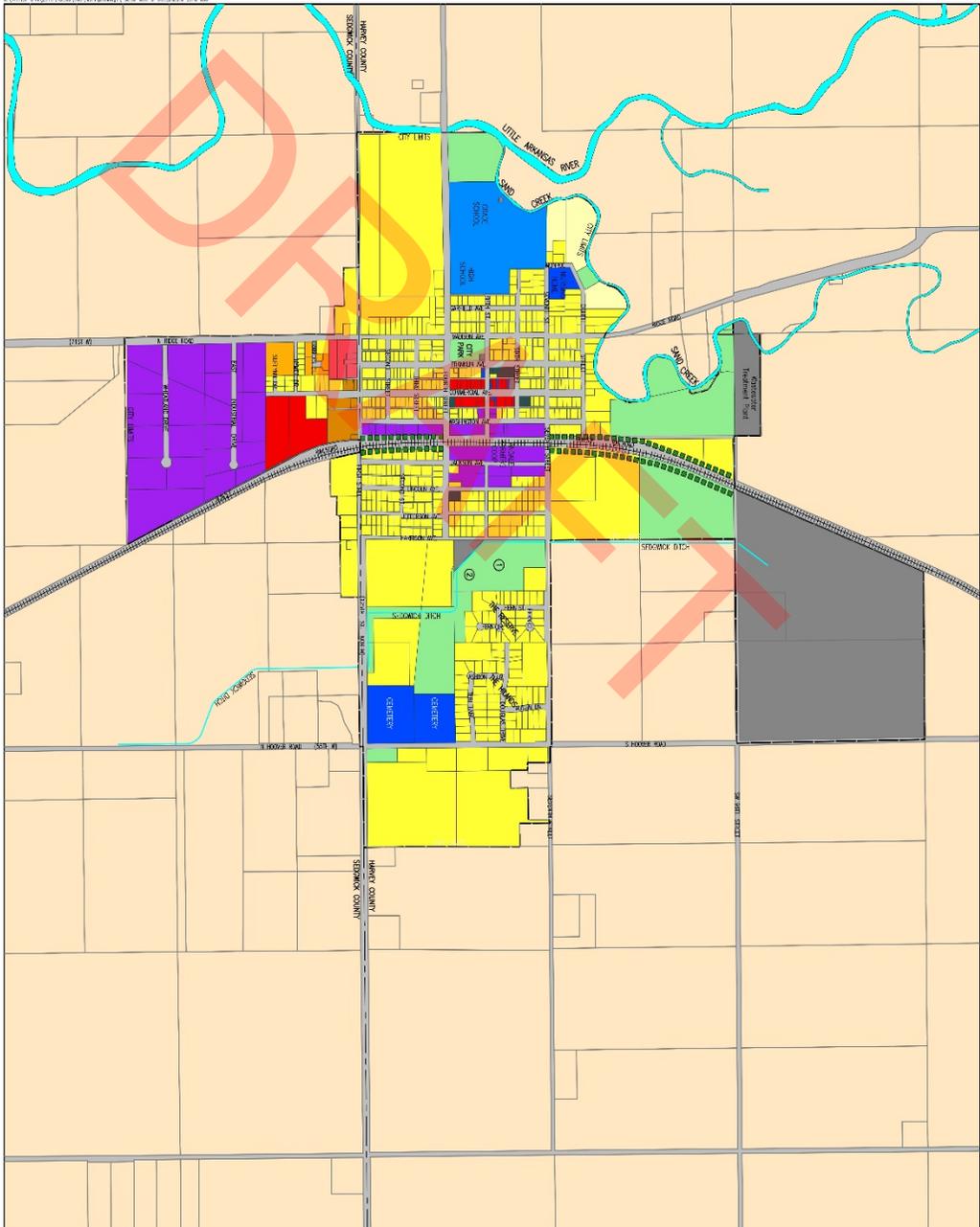
Mayor:

Bryan Chapman

Attest: City Clerk

Janise Enterkin

**Revision Dates:**



**LEGEND**

- RIVER / CREEK / CHANNEL
- R-2A RESIDENTIAL (3 acres or larger)
- URBAN RESIDENTIAL SINGLE-FAMILY
- URBAN RESIDENTIAL FOUR-FAMILY
- URBAN RESIDENTIAL MULTIFAMILY (5+)
- URBAN RESIDENTIAL MANUFACTURED HOME
- NEIGHBORHOOD COMMERCIAL
- GENERAL COMMERCIAL, RETAIL / SERVICES
- INDUSTRIAL, WAREHOUSES AND STORAGE
- TRANSFORMATION
- OPEN SPACE / RECREATION
- INSTITUTIONAL OR COMMUNITY FACILITIES
- EDUCATION
- MASS ASSEMBLY / RECREATION
- UTILITY
- BUFFER
- SEDWICK / HENRY CO. LINE
- SEDWICK CITY LIMITS (2015)
- SPECIAL ZONING
- PROPOSED MARK
- PROPOSED FORWARDER ROAD

**CITY OF SEDWICK**  
 Henry/Sedwick County  
**PROPOSED FUTURE**  
**LAND USE:**  
**CITY OF SEDWICK**  
 2015

*Note:*  
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## Improvements Planned for Revitalization Areas

The plan does not include any proposals for improving or expanding municipal services as described in K.S.A. 12-17,117(a)(5) and, if any proposals for any such improvements or expansions of municipal services are hereafter proposed by the Governing Body, then any such proposal will be prepared and considered independently.

## Criteria for Determination of Eligibility

- All property located within the neighborhood revitalization plan area shall be eligible for the program, subject to the following conditions:
  - All residential properties (land and buildings) valued at an aggregate total of \$125,000 or less.
  - Vacant parcels zoned residential or multi-family that are not part of a planned subdivision or community development.
  - Vacant parcels zoned industrial located in Sedgwick County.
- Construction of improvements must begin on or after the application date. No applications will be accepted for completed or under construction improvements, unless this Plan is amended to include the applicant's location after construction begins, but before construction is substantially complete. In that case, the application shall be filed within 10 days of approval of this Plan amendment or any Plan amendment expanding the NRP area.
- Improvements must increase the appraised value by at least 15% or \$15,000, whichever is greater.
- Properties receiving other financial incentives shall be ineligible for this program. This includes improvements in a tax increment finance (TIF) district, or Industrial Revenue Bonds (IRB), or other similar tax abatement or incentive programs.
- The improvements must conform to the City of Sedgwick's Comprehensive Plan, Subdivision Regulations, Zoning Regulations, and Building codes in effect at the time the improvements are made.
- New, as well as existing improvements on the property must conform to all applicable codes, rules, laws, ordinances, and regulations in effect at the time the improvements are made, and for the length of the rebate or the rebate may be terminated.
- If the applicant has any property in Harvey or Sedgwick counties (real estate or personal property) that are delinquent in any tax payment or special assessment, they shall not be eligible for any rebate until such time that all taxes and assessments have been paid. If such delinquency occurs after entry into the rebate program, the owner shall have no more than 90 days to bring the taxes current. If such delinquency continues beyond 90 days, the property shall no longer be eligible for a rebate under this program.
- The following improvements are not eligible for a tax rebate:
  - Railroads and utilities
  - Swimming pools, gazebos, new unattached garages, and workshops.

- Manufactured homes (except Residential Design Manufactured Homes)
  - Repairs or maintenance items (i.e., reroofing)
- The Governing Body also has the option to adjust rebates for individual properties located inside of the Neighborhood Revitalization Area on a case-by-case basis by resolution.

## Projects Eligible for Tax Rebate

### Residential Properties

1. Rehabilitation, alterations, and additions to any existing residential structure, including the alteration of a single-family home into a duplex dwelling, shall be eligible.
2. Construction of new residential structures, including the conversion of all or part of a non-residential structure into a residential structure, shall be eligible.
3. Improvements to existing or construction of new residential detached accessory structures such as garages, gazebos, storage buildings, workshops, swimming pools, etc., shall not be eligible.

### Commercial/Industrial Properties

1. Rehabilitation, alterations, and additions to any existing commercial structure used for retail, office, manufacturing, warehousing, institutional or other commercial or industrial purposes shall be eligible.
2. Construction of new commercial structures, including the conversion of all or part of a non-commercial structure into a commercial structure, used for retail, office, manufacturing, warehousing, institutional or other commercial or industrial purposes shall be eligible.
3. Improvements to existing or construction of new structures used for public utility or railroad purposes shall not be eligible.

## Termination of Rebate

The tax rebate incentive will automatically terminate under the following conditions:

1. When the rebate period outlined in the rebate formula expires or when the rebate period agreed upon via Governing Body resolution expires.
2. When the applicant is delinquent on any property taxes owed to Harvey or Sedgwick counties for more than 90 days.
3. When the applicant for the rebate transfers ownership of the property to another entity.
4. When the applicant fails to complete the planned improvement within twelve (12) months.

## Rebate Formula

### Program Period:

- The Neighborhood Revitalization fund and tax rebate incentive program shall expire on December 31, 2031.

### Rebate Period:

- Residential 4 years
- Commercial/Industrial 5 years
- Historic District 5 years

### Rebate Amount:

- Single Family Residential
  - 100% for first year, followed by annual rebate amounts of 75%, 50%, and 25%
- Multifamily Residential
  - 100% for first year, followed by annual rebate amounts of 80%, 60%, 40%, and 20%
- Commercial/Industrial
  - 100% for first year, followed by annual rebate amounts of 90%, 80%, 70%, and 60%.
- Historic District
  - 100% for each of the five years.

**Please note:** 5% of the tax increment rebate of improvements may be retained by each respective county to offset expenses and handling costs of the Neighborhood Revitalization Program.

## Contents of Application for Tax Rebate

Applicants for the Neighborhood Revitalization Act tax rebate program should include the following information and be submitted on the following form. Each application shall require a \$25 application fee.

Note: It is the responsibility of the person applying for this grant to obtain the necessary permits and meet any and all local, state, and federal laws/regulations/codes.

## Procedure for Submission of an Application

**Complete Part 1:** Prior to the commencement of construction on any improvement or new construction, the property owner must complete and submit to City Hall, Part 1 of the application together with a non-refundable \$25.00 application fee payable to the City of Sedgwick.

**Preliminary Approval and County Inspection:** The City will forward the application to the County after certifying the application, property, and proposed improvements meet the requirements of this plan. An appointment with the County Appraiser's Office may be required to do a preliminary inspection prior to starting the project especially for interior remodels.

The Owner will have a maximum of one year to complete the improvements. Applicants are not allowed to phase-in improvements and a property may only have one active rebate at a time.

The Building Official or his designee will perform the final inspections and, if approved, will issue the Certificate of Occupancy.

After the application is completed by the City, it will be forwarded to the County, certifying the property and improvements are in compliance with the plan. The County Appraiser will report the new valuation to the County Clerk according to their procedures.

The County Appraiser will determine the rebate amount to be given minus a 5% administrative fee. The County Treasurer will pay out rebates 30 days after payment of the taxes due unless the appraised value has been appealed. Rebates shall be paid to the owner of record unless a land contract or other legal document is presented to the County Treasurer stating otherwise. The County Treasurer shall make the final determination on the recipient of the rebate.

## EXHIBIT 1: Statutory Authority

**12-17,114. Neighborhood revitalization; title of act.** This act shall be known and may be cited as the Kansas neighborhood revitalization act.

**History:** L. 1994, ch. 242, § 10; July 1.

**12-17,115. Same; definitions.** As used in this act:

(a) "Dilapidated structure" means a residence or other building which is in deteriorating condition by reason of obsolescence, inadequate provision of ventilation, light, air or structural integrity or is otherwise in a condition detrimental to the health, safety or welfare of its inhabitants or a residence or other building which is in deteriorating condition and because of age, architecture, history or significance is worthy of preservation.

(b) "Municipality" means any municipality as defined by K.S.A. 10-1101, and amendments thereto.

(c) "Neighborhood revitalization area" means:

(1) An area in which there is a predominance of buildings or improvements which by reason of dilapidation, deterioration, obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, the existence of conditions which endanger life or property by fire and other causes or a combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency or crime and which is detrimental to the public health, safety or welfare;

(2) an area which by reason of the presence of a substantial number of deteriorated or deteriorating structures, defective or inadequate streets, incompatible land use relationships, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the actual value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or a combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is detrimental to the public health, safety or welfare in its present condition and use; or

(3) an area in which there is a predominance of buildings or improvements which by reason of age, history, architecture or significance should be preserved or restored to productive use.

(d) "Governing body" means the governing body of any municipality.

(e) "Increment" means that amount of ad valorem taxes collected from real property located within the neighborhood revitalization area or from dilapidated structures outside the revitalization area that is in excess of the amount which is produced from such property and attributable to the assessed valuation of such property prior to the date the neighborhood

revitalization area was established or the structure was declared dilapidated pursuant to this act.

**History:** L. 1994, ch. 242, § 11; L. 1996, ch. 228, § 8; July 1.

**12-17,116. Same; designation of revitalization area; findings.** The governing body of any municipality may designate any area within such municipality as a neighborhood revitalization area if the governing body finds that one or more of the conditions as described in subsection (c) of K.S.A. 12-17,115, and amendments thereto, exist and that the rehabilitation, conservation or redevelopment of the area is necessary to protect the public health, safety or welfare of the residents of the municipality. The governing body may declare a building outside of a neighborhood revitalization area to be a dilapidated structure if the structure satisfies the conditions set forth in subsection (a) of K.S.A. 12-17,115.

**History:** L. 1994, ch. 242, § 12; L. 1996, ch. 228, § 9; July 1.

**12-17,117. Same; revitalization plan, contents; notice and hearing.**

(a) Prior to designating an area as a neighborhood revitalization area or a structure to be a dilapidated structure, the governing body shall adopt a plan for the revitalization of such area or designation of a dilapidated structure. Such plan shall include:

- (1) A legal description of the real estate forming the boundaries of the proposed area and a map depicting the existing parcels of real estate;
- (2) the existing assessed valuation of the real estate in the proposed area, listing the land and building values separately;
- (3) a list of names and addresses of the owners of record of real estate within the area;
- (4) the existing zoning classifications and district boundaries and the existing and proposed land uses within the area;
- (5) any proposals for improving or expanding municipal services within the area including, but not limited to, transportation facilities, water and sewage systems, refuse collection, road and street maintenance, park and recreation facilities and police and fire protection;
- (6) a statement specifying what property is eligible for revitalization and whether rehabilitation and additions to existing buildings or new construction or both is eligible for revitalization;
- (7) the criteria to be used by the governing body to determine what property is eligible for revitalization;
- (8) the contents of an application for a rebate of property tax increments authorized by K.S.A. 12-17,118, and amendments thereto;
- (9) the procedure for submission of an application for a rebate of property tax increments authorized by K.S.A. 12-17,118, and amendments thereto;
- (10) the standards or criteria to be used when reviewing and approving applications for a rebate of property tax increments authorized by K.S.A. 12-17,118, and amendments thereto;
- (11) a statement specifying the maximum amount and years of eligibility for a rebate of property tax increments authorized by K.S.A. 12-17,118; and
- (12) any other matter deemed necessary by the governing body.

(b) Prior to declaring a building to be a dilapidated structure, the governing body shall do the following:

- (1) Obtain a legal description of the property to be declared dilapidated;
- (2) determine the assessed value of the property to be declared a dilapidated structure, with separate values established for the land and structure;
- (3) determine the owner of record of the structure.

(c) Prior to adopting a plan pursuant to this section, the governing body shall call and hold a hearing on the proposal. Notice of such hearing shall be published at least once each week for two consecutive weeks in a newspaper of general circulation within the municipality. Following such hearing, or the continuation thereof, the governing body may adopt such plan.

**History:** L. 1994, ch. 242, § 13; L. 1996, ch. 228, § 10; July 1.

**12-17,118. Same; neighborhood revitalization fund; application for tax rebates; impact on state aid to school districts.**

(a) Following adoption of a plan pursuant to K.S.A. 12-17,117 and amendments thereto, the governing body shall create a neighborhood revitalization fund to finance the redevelopment of designated revitalization areas and dilapidated structures and to provide rebates authorized by this section. Moneys may be budgeted and transferred to such fund from any source which may be lawfully utilized for such purposes. Any municipality may expend money from the general fund of such municipality to accomplish the purposes of this act.

(b) Moneys credited to such fund from annually budgeted transfers shall not be subject to the provisions of K.S.A. 79-2925 through 79-2937, and amendments thereto. In making the budget of the municipality, the amounts credited to, and the amount on hand in, such neighborhood revitalization fund and the amount expended therefrom shall be shown thereon for the information of taxpayers. Moneys in such fund may be invested in accordance with K.S.A. 10-131, and amendments thereto with the interest credited to the fund.

(c) If the governing body determines that money which has been credited to such fund or any part thereof is not needed for the purposes for which so budgeted or transferred, the governing body may transfer such amount not needed to the fund from which it came and such retransfer and expenditure shall be subject to the provisions of K.S.A. 79-2925 through 79-2937, and amendments thereto.

(d) Any increment in ad valorem property taxes levied by the municipality resulting from improvements by a taxpayer to property in a neighborhood revitalization area or to a dilapidated structure may be credited to the fund for the purpose of returning all or a part of the property increment to the taxpayer in the form of a rebate. Applications for rebates shall be submitted in the manner and subject to the conditions provided by the revitalization plan adopted under K.S.A. 12-17,117 and amendments thereto. Upon approval of an application received hereunder the municipality shall rebate all or a

part of incremental increases in ad valorem property tax resulting from the improvements. Upon payment of taxes by the taxpayer, the rebate must be made within 30 days after the next distribution date as specified in K.S.A. 12-1678a, and amendments thereto.

(e) No later than November 1 of each year the county clerk of each county shall certify to the state commissioner of education the assessed valuation amount of any school district therein for which tax increment rebates have been made by the school district during the previous year in accordance with an interlocal agreement approved by the board of education of such district under the provisions of K.S.A. 12-17,119 and amendments thereto. The amount of the assessed valuation shall be determined by dividing the total amount of tax increment rebates paid by the district during the preceding 12 months by the total of the ad valorem tax levy rates levied by or on behalf of the district in the previous year. The commissioner of education shall annually deduct the certified amounts of assessed valuation for such rebates from the total assessed valuation of the district in determining the total and per pupil assessed valuations used in the allocation of state aid payments to school districts.

**History:** L. 1994, ch. 242, § 14; L. 1996, ch. 228, § 11; L. 1997, ch. 97, § 3; July 1.

**12-17,119. Same; interlocal agreements.** Any two or more municipalities may agree pursuant to K.S.A. 12-2901 et seq., and amendments thereto, to exercise the powers and duties authorized by this act.

**History:** L. 1994, ch. 242, § 15; July 1.

**12-17,120. Same; act not exclusive authority for revitalization.** This is enabling legislation for the revitalization of neighborhood areas and is not intended to prevent cities and counties from enacting and enforcing additional laws and regulations on the same subject which are not in conflict with the provisions of this act.

**History:** L. 1994, ch. 242, § 16; July 1.

The parents of the Junior class, Class of 2022, would like to request a donation in the amount of \$500 for AfterProm. The money will be used towards renting facilities at WSU Rhatigan and Heskett Centers, buying an insurance policy, and buying food. We must rent 2 buildings now to have enough space for social distancing. Covid effected fundraising as well. Our big fundraiser, the Duck Dive, which usually brings in close to \$2,000, was cancelled. Also, with Covid, personal food can't be brought in and approved vendors must be used which costs more money. If you could help us out, it would be much appreciated.