



## REGULAR COUNCIL MEETING

Wednesday, August 16, 2023 at 6:30 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 \_\_\_\_\_(time).

The Mayor led the Pledge of Allegiance.

Council Members present

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

Kirby Stucky\_\_\_\_\_

Monty Leonard\_\_\_\_\_

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

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

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

### 2. APPROVAL OF AGENDA

Sample Motion:

Motion by **Council Member** \_\_\_\_\_ to approve the agenda as presented.

Second by **Council Member** \_\_\_\_\_

### 3. HEARINGS/PRESENTATIONS/PUBLIC FORUM

#### 4. STAFF REPORTS

a. Kyle Nordick, City Administrator

b. Brad Jantz, City Attorney

#### 5. CONSENT AGENDA

Sample Motion:

Motion by **Council Member** \_\_\_\_\_ to approve the consent agenda as presented.

Second by **Council Member** \_\_\_\_\_

**a. Minutes of August 2, 2023, Regular Meeting**

**Attachments:**

- **Regular Council Meeting Minutes August 2, 2023** (regular-council-meeting-workshop\_minutes\_2023-08-02\_191703.pdf)

**b. Approval of Payroll, August 4, 2023, amount \$23,320.97**

**c. Approval of General Disbursement Checks amount \$39,112.88**

General Disbursement Check Reports

**Attachments:**

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

**6. NEW BUSINESS**

**a. City of Sedgwick Emergency Water Supply Plan**

Sample Motion

Motion by **Council Member** \_\_\_\_\_ to approve and adopt the Emergency Water Supply Plan as presented.

Second by **Council Member** \_\_\_\_\_

**Attachments:**

- **Emergency Water Supply Plan** (Emergency\_Water\_Supply\_Plan\_Agenda\_Report.pdf )

**b. Financial Auditing Services**

Sample Motion

Motion by **Council Member** \_\_\_\_\_ to approve and authorize the mayor to sign the contract with Varney & Associates, CPAs, LLC.

Second by **Council Member** \_\_\_\_\_

**Attachments:**

- **Varney & Associates, CPAs, LLC Contract** (Financial\_Audit\_RFP\_Agenda\_Report.pdf)

**c. Discuss and consider LKM voting delegate and alternative**

Staff recommends that the City Council select a voting delegate and one alternative for the League of Kansas Municipalities.

**Attachments:**

- **LKM Voting Delegates Agenda Report** (LKM\_Voting\_Delegates\_Agenda\_Report.pdf)

**d. EXECUTIVE SESSION - CONTRACT NEGOTIATIONS**

Executive Session - Contract Negotiations

Move to recess 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 \_\_\_\_\_ p.m. with those present in the executive session being the Governing Body, City Administrator, and City Attorney.

**7. GOVERNING BODY COMMENTS**

**8. ADJOURN**

Motion by **Council Member** \_\_\_\_\_ to adjourn the Regular Council meeting at \_\_\_\_\_ PM.

Second by **Council Member** \_\_\_\_\_

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Contact: Shelia Agee (agee@cityofsedgwick.org 316-772-5151) | Agenda published on 08/12/2023 at 10:03 AM



# REGULAR COUNCIL MEETING/WORKSHOP

## Minutes

Wednesday, August 2, 2023 at 6:30 pm

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

#### Minutes:

**Mayor Bryan Chapman** opened the Council Meeting at 6:30 pm. The Mayor led the Pledge of Allegiance.

**Council Members present** Kramer Siemens, Kirby Stucky, Monty Leonard, Dan Hartman, Brenda DeHaven

Also in attendance Kyle Nordick, City Administrator; Brad Jantz, City Attorney; Shelia Agee, City Clerk; Bill Bush, Harvey County Independent; Josh Blanding, Officer; John Pittinger, Mistie Clark

### 2. APPROVAL OF AGENDA

#### Minutes:

Moved by **Council Member Dan Hartman** to approve agenda as presented.

Second by **Council Member Brenda DeHaven**

#### Vote results:

Ayes: 5 / Nays: 0

### 3. HEARINGS/PRESENTATIONS/PUBLIC FORUM

#### Minutes:

Presentation by Mistie Clark regarding complaints on yard decor, alley drainage, and records requests.

### 4. STAFF REPORTS

#### a. Kyle Nordick, City Administrator

##### Minutes:

**City Administrator, Kyle Nordick**, reported to Council that the City is a Cardinal Collective sponsor supporting fundraising for school activities.

The new City website is set to launch August 7th.

1/2 cent sales tax vote will be posted in newspaper during the months of September and October.

#### b. Brad Jantz, City Attorney

### 5. CONSENT AGENDA

#### Minutes:

Motion by **Council Member Monty Leonard** to approve the consent agenda as presented.

Second by **Council Member Dan Hartman**

**Vote results:**

Ayes: 5 / Nays: 0

**a. Minutes of July 19, 2023, Regular Meeting**

**b. Approval of Payroll July 21, 2023 amount \$24,023.18**

**c. Approval of General Disbursement Checks amount \$453,518.82**

General Disbursement Check Reports

## **6. NEW BUSINESS**

### **a. PEC Engineering Services Agreement - Sidewalk Concept**

**Minutes:**

Engineering services for initial drawing and send to KDOT. Pay \$42.5K out of sidewalk grant.

Motion by **Council Member Monty Leonard** to approve and authorize signatures on Work Order No. 23-04 – Engineering Services with PEC.

Second by **Council Member Dan Hartman**

**Vote results:**

Ayes: 5 / Nays: 0

## **7. DISCUSS & CONSIDER CITY AMENDMENT TO ATTORNEY CONTRACT**

**Minutes:**

Motion by **Council Member Monty Leonard** to approve City Attorney Contract amendment as presented.

Second by **Council Member Dan Hartman**

**Vote results:**

Ayes: 5 / Nays: 0

## **8. GOVERNING BODY COMMENTS**

**Minutes:**

**Council Member Monty Leonard** suggested next year, when we have a heat wave to open pool for free like all the other pools/cities have done. Other members agreed it was a good idea.

## **9. ADJOURN**

**Minutes:**

Motion by **Council Member Monty Leonard** to adjourn the Regular Council meeting at 6:55pm.

Second by **Council Member Dan Hartman**

The Governing Body held a Budget Workshop following adjournment of the Regular Council Meeting for public input. No public in attendance for comments/feedback.

August 16, 2023

**PAYROLL CHECKS - DIRECT DEPOSIT**

8/4/2023

\$ 23,320.97

**TOTAL PAYROLL CHECKS****\$ 23,320.97****GENERAL DISBURSEMENT CHECKS-AAABTA**

\$ 5,789.20

**GENERAL DISBURSEMENT CHECKS-AAABTB**

\$ 10,085.27

**GENERAL DISBURSEMENT CHECKS-AAABTC**

\$ 23,238.41

**TOTAL DISBURSEMENT CHECKS****\$ 39,112.88**

## AP Enter Bills Edit - Council Report

City of Sedgwick (SEDGKS)  
Batch: AAABTA

8/4/2023 2:52:51 PM

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Vendor	Description	Check Date	Invoice#	Check#	Check Total
AGRI ENVIRONMENTAL SERVICES	SLUDGE HAUL	08/04/2023	1754	69888	\$780.00
SETH ALDERSON	REIMB UTILITY OVERPA	08/04/2023	080423SA	69889	\$59.28
BURRIS FABRICATION	TIRE REPAIR	08/04/2023	4875	69890	\$20.00
CARQUEST AUTO PARTS	FIRE ENGINE BATTERIE	08/04/2023	2695-499669	69891	\$517.55
CULLIGAN OF WICHITA	DRINKING WATER	08/04/2023	699946	69892	\$11.25
D. GERBER COMMERCIAL POOL PRO	POOL CHEMICALS	08/04/2023	23293	69893	\$2,178.80
BILL JOHNSON	BLDG INSPECTIONS	08/04/2023	080423BJ	69894	\$400.00
LEAGUE OF KANSAS MUNICIPALITIES	STO/UPOC BOOKS	08/04/2023	7288	69895	\$183.34
HOWARD MAHAN	SUMMER CONCERT MAHA	08/04/2023	080423HM	69904	\$150.00
MID-AMERICA RESEARCH CHEMICAL	PAINT FOR LOCATES	08/04/2023	0796178-IN	69896	\$506.48
PITNEY BOWES GLOBAL FINANCIAL S	PITNEY MACHINE LEASE	08/04/2023	3317817797	69897	\$235.23
PAYMENT SERVICES NETWORK, INC.	PSN SERVICE FEES	08/04/2023	RT26232 RT23182	69898	\$549.33
J. KENNETH ROGERS	SUMMER CONCERT SERIE	08/04/2023	080423JKR	69905	\$100.00
VERIZON	GPS TRACKERS	08/04/2023	346000047221	69899	\$97.94

Total Direct Expense:

\$5,789.20

Total Immediate Payments:

\$5,789.20

## Report Summary

## Report Selection Criteria

Report Type: Detailed

Start

End

Transaction Number: Start

End

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

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City of Sedgwick (SEDGKS)  
Batch: AAABTA

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Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
Line	GL Expense Account	Desc/Inv Stock/Alloc/Cost Code	Quantity Bought	Cost Per Unit	Line Extension
1	AGRI ENVIRONMENTAL / AGRI ENVIRONMENTAL SERV	8/4/2023	8/4/2023	1754	\$780.00
1	13-00-60-6160	7-28-23 SLUDGE HAUL 19500 GAL	19,500.0	\$0.0400	\$780.00
2	ALDERSON / SETH ALDERSON	8/4/2023	8/4/2023	080423SA	\$59.28
1	10-00-00-2050	REIMBURSE UTILITY OVERPAYMENT-SETH ALDERSON	1.0	\$59.2800	\$59.28
3	BURRIS FAB / BURRIS FABRICATION	8/4/2023	8/4/2023	4875	\$20.00
1	01-03-70-7120	TIRE REPAIR	1.0	\$20.0000	\$20.00
4	CARQUEST / CARQUEST AUTO PARTS	8/4/2023	8/4/2023	2695-499669	\$517.55
1	01-04-70-7120	FIRE ENGINE 33 BATTERIES	1.0	\$517.5500	\$517.55
6	CULLIGAN / CULLIGAN OF WICHITA	8/4/2023	8/4/2023	699946	\$11.25
1	01-01-60-6290	ALLOCATE CULLIGAN DRINKING WATER	0.0	\$11.2500	\$0.00
2	01-01-60-6290	DRINKING WATER-ADMIN	1.0	\$4.5000	\$4.50
3	01-03-60-6290	DRINKING WATER-PD	1.0	\$3.3800	\$3.38
4	13-00-60-6290	DRINKING WATER-SEWER	1.0	\$3.3700	\$3.37
7	D. GERBER / D. GERBER COMMERCIAL POOL PRODUC	8/4/2023	8/4/2023	23293	\$2,178.80
1	01-06-70-7220	POOL CHEMICALS	1.0	\$2,178.8000	\$2,178.80
8	JOHNSON, BILL / BILL JOHNSON	8/4/2023	8/4/2023	080423BJ	\$400.00
1	01-01-60-6230	BLDG INSPECTIONS-BILL	1.0	\$400.0000	\$400.00
9	LKM / LEAGUE OF KANSAS MUNICIPALITIES	8/4/2023	8/4/2023	7288	\$183.34
1	01-05-60-6200	STO/UPOC BOOKS	1.0	\$183.3400	\$183.34
17	MAHAN / HOWARD MAHAN	8/4/2023	8/4/2023	080423HM	\$150.00
1	36-00-00-8210	SUMMER CONCERT SERIES-MAHAN BAND	1.0	\$150.0000	\$150.00
10	MARC / MID-AMERICA RESEARCH CHEMICAL	8/4/2023	8/4/2023	0796178-IN	\$506.48
1	10-00-70-7130	SPRAY PAINT FOR LOCATES	0.5	\$506.4800	\$253.24
2	13-00-70-7130	SPRAY PAINT FOR LOCATES	0.5	\$506.4800	\$253.24



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

City of Sedgwick (SEDGKS)  
Batch: AAABTA

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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
13	PITNEY B / PITNEY BOWES GLOBAL FINANCIAL SERV	8/4/2023	8/4/2023	3317817797	\$235.23
1	01-01-60-6200	PITNEY BOWES LEASE ON POSTAGE MACHINE	0.5	\$235.2300	\$117.62
2	01-03-60-6200	PITNEY BOWES LEASE ON POSTAGE MACHINE	0.1	\$235.2300	\$23.52
3	01-05-60-6200	PITNEY BOWES LEASE ON POSTAGE MACHINE	0.2	\$235.2300	\$47.05
4	01-09-60-6200	PITNEY BOWES LEASE ON POSTAGE MACHINE	0.1	\$235.2300	\$11.76
5	10-00-60-6200	PITNEY BOWES LEASE ON POSTAGE MACHINE	0.1	\$235.2300	\$11.76
6	12-00-60-6200	PITNEY BOWES LEASE ON POSTAGE MACHINE	0.1	\$235.2300	\$11.76
7	13-00-60-6200	PITNEY BOWES LEASE ON POSTAGE MACHINE	0.1	\$235.2300	\$11.76
14	PSN / PAYMENT SERVICES NETWORK, INC.	8/4/2023	8/4/2023	RT26232 RT23182	\$549.33
1	10-00-60-6210	PSN SERVICE FEES	0.5	\$549.3300	\$274.67
2	12-00-60-6210	PSN SERVICE FEES	0.1	\$549.3300	\$54.93
3	13-00-60-6210	PSN SERVICE FEES	0.4	\$549.3300	\$219.73
16	ROGERS / J. KENNETH ROGERS	8/4/2023	8/4/2023	080423JKR	\$100.00
1	36-00-00-8210	SUMMER CONCERT SERIES-J KENNETH ROGERS	1.0	\$100.0000	\$100.00
15	VERIZON CONNECT / VERIZON	8/4/2023	8/4/2023	346000047221	\$97.94
1	01-03-60-6180	GPS TRACKERS-PD	0.5	\$97.9400	\$48.97
2	01-11-60-6180	GPS TRACKERS-MAINT	0.5	\$97.9400	\$48.97

## Grand Totals

Total Direct Expense: \$5,789.20  
Total Immediate Payments: \$5,789.20

## Report Summary

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

# AP Bank Reconciliation Posting Audit Report

City of Sedgwick (SEDGKS)

08/08/2023 11:55:51 AM

Batch: AAABTB

User ID: SHELIA

Page 1

Bank Code: CKG LEGACY BANK

Vendor

Tran#	Document #	Date	Type	User ID	Posting Reference	Total Amount
<b>LEGACY BANK</b>						
1	69900	08/04/2023	Check	SHELIA	AP0000001174AAABTB	\$6,120.01

Description:

KPERS

2	69902	08/04/2023	Check	SHELIA	AP0000001174AAABTB	\$2,927.96
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Description:

EMPOWER RETIREMENT

3	69901	08/04/2023	Check	SHELIA	AP0000001174AAABTB	\$100.00
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Description:

KANSAS STATE WITHHOLDING TAX

4	69903	08/04/2023	Check	SHELIA	AP0000001174AAABTB	\$937.30
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Description:

	Bank Totals	Items	Total Voids	Items
Checks	(\$10,085.27)	4	\$0.00	0
Deposits	\$0.00	0	\$0.00	0
Deductions	\$0.00	0	\$0.00	0
Additions	\$0.00	0	\$0.00	0
Bank Charges	\$0.00	0	\$0.00	0
<b>Net Activity for CKG:</b>	<b>(\$10,085.27)</b>			

## Report Totals

	Bank Totals	Items	Total Voids	Items
Checks	(\$10,085.27)	4	\$0.00	0
Deposits	\$0.00	0	\$0.00	0
Deductions	\$0.00	0	\$0.00	0
Additions	\$0.00	0	\$0.00	0
Bank Charges	\$0.00	0	\$0.00	0
<b>Net Activity:</b>	<b>(\$10,085.27)</b>			

## AP Enter Bills Edit - Council Report

City of Sedgwick (SEDGKS)

Batch: AAABTC

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Vendor	Description	Check Date	Invoice#	Check#	Check Total
360 DOCUMENT SOLUTIONS	PRINTERS/COPIERS	08/11/2023	80450717	69906	\$755.95
AIRGAS USA, LLC	FIRE CYLINDER LEASE	08/11/2023	20230811AG	69907	\$431.29
AMERICAN FENCE COMPANY, INC	8TH ST FENCE GATE	08/11/2023	1092311	69908	\$1,219.03
AMERICAN FUN FOOD	POOL	08/11/2023	2036167-0	69909	\$49.44
ARBOR MASTERS TREE SERVICE	PEST CONTROL	08/11/2023	83125	69910	\$830.00
B & B LUMBER	8TH ST FENCE	08/11/2023	2308-092779	69911	\$430.68
BAXTER, ABBY	POOL PARTY REIMB	08/11/2023	20230811REFUND	69912	\$110.00
COLUMN SOFTWARE PBC	RNR & BUDGET HEARING	08/11/2023	35740584-0002	69913	\$61.60
INTRUST BANK	MONTH STATEMENT	08/11/2023	20230811INT	69914	\$1,980.77
KARLOWSKI, CALEB	NEW UTILITY REFUND	08/11/2023	20230811REIMB	69915	\$126.50
KANSAS DEPT OF REVENUE	WATER SALES TAX	08/11/2023	20230811WST	69916	\$388.51
KANSAS STATE TREASURER	COURT REMITTANCE	08/11/2023	20230811COURT	69917	\$488.50
NEW MEDICAL HEALTH CARE, LLC	L. RINDT SCREENING	08/11/2023	20230811NMHC	69918	\$160.00
CITY OF NEWTON	WATER TREATMENT	08/11/2023	20230811WTRTRTMNT	69919	\$6,327.72
PRIDE AG RESOURCES	MAINT TOOLS	08/11/2023	107215/3 107128/3	69920	\$864.91
SAM'S CLUB	SAMS PURCHASES	08/11/2023	20230811SAMS	69921	\$1,148.68
SDK LABORATORIES	LAB ANALYSIS	08/11/2023	20230811SDK	69922	\$264.00
VERIZON WIRELESS	PD MDT SERVICE	08/11/2023	20230811PD	69923	\$284.09
WASTE CONNECTIONS	MONTH LY TRASH/RECYC	08/11/2023	20230811WC	69924	\$7,066.74
GARRETT WILLERT	CONCERT SERIES	08/11/2023	20230811GW	69925	\$250.00

Total Direct Expense: \$23,238.41

Total Immediate Payments: \$23,238.41

## Report Summary

## Report Selection Criteria

Report Type: Detailed

Start

End

Transaction Number: Start

End

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City of Sedgwick (SEDGKS)  
Batch: AAABTC

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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	360 DOCUMENT SOLUTIONS LEASE / 360 DOCUMENT S	8/11/2023	8/11/2023	80450717	\$755.95
1	01-01-60-6200	PRINTERS/COPIERS LEASE	0.5	\$755.9500	\$377.98
2	01-03-60-6200	PRINTERS/COPIERS LEASE	0.1	\$755.9500	\$75.60
3	01-05-60-6200	PRINTERS/COPIERS LEASE	0.1	\$755.9500	\$75.60
4	10-00-60-6200	PRINTERS/COPIERS LEASE	0.2	\$755.9500	\$113.39
5	13-00-60-6200	PRINTERS/COPIERS LEASE	0.2	\$755.8800	\$113.38
20	AIRGAS / AIRGAS USA, LLC	8/11/2023	8/11/2023	20230811AG	\$431.29
1	01-04-60-6240	ANNUAL CYLINDER LEASE	1.0	\$390.0000	\$390.00
2	01-04-60-6240	HAZMAT CHARGE	1.0	\$41.2900	\$41.29
2	AMERICAN FENCE / AMERICAN FENCE COMPANY, INC	8/11/2023	8/11/2023	1092311	\$1,219.03
1	01-10-70-7110	8TH ST FENCE GATE SUPPLIES	1.0	\$1,219.0300	\$1,219.03
4	AMERICAN FUN FOOD / AMERICAN FUN FOOD	8/11/2023	8/11/2023	2036167-0	\$49.44
1	01-06-70-7240	POOL	1.0	\$49.4400	\$49.44
10	ARBOR MASTERS / ARBOR MASTERS TREE SERVICE	8/11/2023	8/11/2023	83125	\$830.00
1	01-01-60-6100	CITY HALL CEDARS PEST CONTROL	1.0	\$150.0000	\$150.00
2	01-11-60-6100	WATER TREATMENT CEDARS PEST CONTROL	1.0	\$360.0000	\$360.00
3	01-10-60-6100	7TH/AUSTIN CEDARS PEST CONTROL	1.0	\$320.0000	\$320.00
15	B & B LUMBER / B & B LUMBER	8/11/2023	8/11/2023	2308-092779	\$430.68
1	41-11-00-8210	8TH ST FENCE	1.0	\$430.6800	\$430.68
7	BAXTER, A / BAXTER, ABBY	8/11/2023	8/11/2023	20230811REFUND	\$110.00
1	01-00-00-4294	POOL PARTY REIMB	1.0	\$110.0000	\$110.00
9	COLUMN / COLUMN SOFTWARE PBC	8/11/2023	8/11/2023	35740584-0002	\$61.60
1	01-01-60-6290	RNR & BUDGET HEARING NOTICE	1.0	\$61.6000	\$61.60

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

8/11/2023 11:45:13 AM

City of Sedgwick (SEDGKS)  
Batch: AAABTC

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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
22	INTRUST / INTRUST BANK	8/11/2023	8/11/2023	20230811INT	\$1,980.77
1	01-03-60-6710	J. BLANDING TRAINING	1.0	\$65.0000	\$65.00
2	01-01-70-7020	MAIL BACK RODEO SHIRTS	1.0	\$25.1000	\$25.10
3	01-07-60-6400	BIG SKY WATER SLIDE RENTAL JULY 3RD	1.0	\$398.3500	\$398.35
4	36-00-00-8210	LIQUOR LICENSE MOONLIGHT MARKET	1.0	\$25.6300	\$25.63
5	36-00-00-8210	AAA PORTABLE SERVICES PORTAPOTTY MOONLIGHT MARKET	1.0	\$120.7500	\$120.75
6	01-03-70-7010	PD CLEANING SUPPLIES AMAZON	1.0	\$81.5300	\$81.53
7	01-03-70-7120	PD WINDSHIELD	1.0	\$272.9400	\$272.94
8	01-03-70-7120	PD VEHICLE MAINT	1.0	\$105.2300	\$105.23
9	01-11-70-7010	DOLLAR GENERAL DRINKING WATER	1.0	\$30.0000	\$30.00
10	01-11-70-7100	SAMS CLEANING SUPPLIES / T.P.	1.0	\$580.7300	\$580.73
11	10-00-70-7020	POSTAGE	1.0	\$5.5500	\$5.55
12	10-00-70-7020	POSTAGE	1.0	\$5.5500	\$5.55
13	01-01-70-7010	SAMS CLUB	1.0	\$81.2200	\$81.22
14	01-01-60-6100	SHERWIN-WILLIAMS PAINT FOR KYLE'S OFFICE	1.0	\$40.9400	\$40.94
15	01-03-70-7120	DOLLAR GENERAL WASHER FLUID	1.0	\$10.0000	\$10.00
16	01-01-60-6200	WIX.COM WEBSITE	0.3	\$22.0000	\$5.50
17	01-03-60-6200	WIX.COM WEBSITE	0.3	\$22.0000	\$5.50
18	10-00-60-6200	WIX.COM WEBSITE	0.3	\$22.0000	\$5.50
19	13-00-60-6200	WIX.COM WEBSITE	0.3	\$22.0000	\$5.50
20	01-00-00-4348	KIDDS TOWING-PD ACCIDENT	1.0	\$110.2500	\$110.25
6	KARLOWSKI, C / KARLOWSKI, CALEB	8/11/2023	8/11/2023	20230811REIMB	\$126.50
1	10-00-00-2050	NEW UTILITY SERVICE REFUND	1.0	\$126.5000	\$126.50
8	KS DEPT OF REV - SALES TAX / KANSAS DEPT OF REV	8/11/2023	8/11/2023	20230811WST	\$388.51
1	10-00-60-6156	WATER SALES TAX	1.0	\$388.5100	\$388.51
5	KS TREASURER / KANSAS STATE TREASURER	8/11/2023	8/11/2023	20230811COURT	\$488.50
1	01-05-60-6310	COURT REMITTANCE	1.0	\$488.5000	\$488.50
17	NEW MED / NEW MEDICAL HEALTH CARE, LLC	8/11/2023	8/11/2023	20230811NMHC	\$160.00
1	01-03-60-6290	LUCAS RINDT SCREENING / PHYSICAL	1.0	\$160.0000	\$160.00
16	NEWTON CITY / CITY OF NEWTON	8/11/2023	8/11/2023	20230811WTRTRTMNT	\$6,327.72
1	10-00-60-6152	USAGE 6-22-23 TO 7-19-23 WATER TREATMENT 585900	1.0	\$6,327.7200	\$6,327.72
1	PRIDE AG / PRIDE AG RESOURCES	8/11/2023	8/11/2023	107215/3 107128/3	\$864.91
1	13-00-70-7420	MAINT TOOLS	1.0	\$433.9600	\$433.96
2	13-00-70-7420	MAINT TOOLS	1.0	\$430.9500	\$430.95

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

8/11/2023 11:45:13 AM

City of Sedgwick (SEDGKS)  
Batch: AAABTC

Page 3

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
Line	GL Expense Account	Desc/Inv Stock/Alloc/Cost Code	Quantity Bought	Cost Per Unit	Line Extension
21	SAMS / SAM'S CLUB	8/11/2023	8/11/2023	20230811SAMS	\$1,148.68
1	01-06-70-7240	POOL CONCESSIONS	1.0	\$1,148.6800	\$1,148.68
19	SDK / SDK LABORATORIES	8/11/2023	8/11/2023	20230811SDK	\$264.00
1	13-00-60-6170	LAB ANALYSIS	1.0	\$264.0000	\$264.00
14	VERIZON / VERIZON WIRELESS	8/11/2023	8/11/2023	20230811PD	\$284.09
1	01-03-60-6180	PD MDT SERVICE	1.0	\$120.0300	\$120.03
2	01-11-60-6180	JIMBO MDT DELL LAPTOP	1.0	\$40.0100	\$40.01
3	01-03-60-6180	PD CHIEF PHONE	1.0	\$41.3500	\$41.35
4	01-03-60-6180	PD PHONE	1.0	\$41.3500	\$41.35
5	01-11-60-6180	JIMBO PHONE	1.0	\$41.3500	\$41.35
3	WASTE CONNECTIONS / WASTE CONNECTIONS	8/11/2023	8/11/2023	20230811WC	\$7,066.74
1	12-00-60-6160	95 GALLON TRASH CART	360.0	\$10.4400	\$3,758.40
2	12-00-60-6160	65 GALLON TRASH CART	161.0	\$8.3600	\$1,345.96
3	12-00-60-6160	35 GALLON TRASH CART	42.0	\$8.3600	\$351.12
4	12-00-60-6160	SR 35 GALLON TRASH CART	33.0	\$7.3200	\$241.56
5	12-00-60-6160	SEDG CO SURCHARGE	57.0	\$2.5000	\$142.50
6	12-00-60-6160	RECYCLE	590.0	\$2.0800	\$1,227.20
18	WILLERT / GARRETT WILLERT	8/11/2023	8/11/2023	20230811GW	\$250.00
1	36-00-00-8210	GARRETT WILLERT CONCERT	1.0	\$250.0000	\$250.00
Grand Totals					
				Total Direct Expense:	\$23,238.41
				Total Immediate Payments:	\$23,238.41

## Report Summary

## Report Selection Criteria

Report Type: Detailed

Start

End

Transaction Number: Start

End

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**City of Sedgwick  
City Council Meeting  
August 16, 2023**

**TO:** Mayor and City Council

**SUBJECT:** Emergency Water Supply Plan

**INITIATED BY:** Administration

**AGENDA:** New Business

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**Recommendation:** Approve and adopt the revisions of the Emergency Water Supply Plan.

**Background:** The City of Sedgwick Emergency Water Supply Plan was established in November 2020 and included the Municipal Water Conservation Plan that was passed and adopted February 2, 2015. These two plans are crucial to the administration of our water distribution system and are required to be reviewed annually.

Staff has updated the equipment listings, conservation education, conservation management and regulation sections of the Municipal Water Conservation Plan to reflect target dates in the future for the development of a landscape water conservation education and ordinance.

**Financial Considerations:** None.

**Recommendations/Actions:** It is recommended that the City Council approve and adopt the Emergency Water Supply Plan.

**Attachment:** City of Sedgwick Emergency Water Supply Plan.



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

**EMERGENCY  
WATER SUPPLY PLAN**



**Original: 11/16/20  
Revised: 08/16/23**

# **CITY OF SEDGWICK**

## **EMERGENCY WATER SUPPLY PLAN**

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

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

# SECTION I

## PURPOSE

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



## SECTION II

### DESCRIPTION

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

The Water Distribution System for the City of Sedgwick is overseen by four employees. They are as follows: One (1) City Superintendent and four (4) Utility Worker I's. We purchase our water from the Public Wholesale Water Supply District #17 (PWWSO#17) and contract with the City of Newton for treatment. Newton's Water Plant employs three employees. They are as follows: one – Water Plant Operator II, one - Water Technician and one - Water Maintenance I.

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

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

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

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

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

# **SECTION III**

## **DISASTER ORGANIZATION**

### **CHAIN OF COMMAND**

#### **A. City Administrator**

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

#### **B. City Superintendent**

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

## **SECTION IV MUTUAL AID AGREEMENT**

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



## **SECTION V**

# **INVENTORY OF EMERGENCY EQUIPMENT AVAILABLE**

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



B. Locally owned equipment and supplies

1. Tank truck –Sedgwick Fire Dept. (2000)
2. Tank trucks: Goering Enterprises, J.H. Shears & Sons, and Harvey County Road & Bridges (1,000 gallon trucks)
  - a. Bulk water hauling (non-potable)

C. Equipment available through the State of Kansas or KRWA

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

## **SECTION VI**

### **VULNERABILITY OF SYSTEM**

### **DISASTER RESPONSES**

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

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

#### **B. Accidental Spills or Contamination.**

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

#### **C. Distribution System**

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

D. Terrorist Threats

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

E. Radioactive Fall out

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

F. Contamination from Backflow

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

G. Earthquake

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

H. Tornado (Water Plant)

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

I. Tornado (Sedgwick Water Towers)

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

J. Terrorist damage (explosion at the Water Plant)

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

K. Terrorist damage (contamination of water wells)

1. The Water/Wastewater Superintendent shall enact City Ordinance 3892, SECTION 2, Code 1977, Section 22-122 for non-essential use of water.
2. The valves coming from the wells shall be closed. The water in the underground reservoir at the water plant will be tested for contamination. If water is contaminated, notice will be given to the public not to drink the water.
3. Samples must be taken and sent to Bucher, Willis & Ratliff or Continental Analytical Services Inc., to determine type of contamination.
4. State and Federal Agencies will be consulted as required by the type of contamination and to assist in clean-up.

L. Ration Plan

1. Under any circumstances that it should become necessary to dispense water, two locations have been chosen for distribution points.
  - a. Sedgwick High School Parking Lot – 402 W. 4th
  - b. Cul-de-sac area on Wheatland Drive in Industrial Park II
2. Water would be delivered to these areas in trucks.

M. Conservation Plan

1. In the event of a water shortage, or if the governing body determines conditions which could affect water supplies exist, Ordinance No. 795 shall be enacted and declaration of a water watch, a water warning, or a water emergency shall be determined along with either voluntary or mandatory conservation measures.

N. Water Treatment Plant – **Is overseen by City of Newton and PWWSO#17**

1. Power outage due to natural or man-made disaster.
  - a. Water plant is equipped with a backup generator that will power the entire plant until the power is restored. The Water/Wastewater Superintendent will ascertain from Westar when the power will be restored.
2. Excessive damage to Newton Mission Water Plant by storm, explosion, etc.
  - a. Newton Water/Wastewater Superintendent will assess damage, inform the Public Works Director, City Manager, who will establish communication through the City Office with news media and the general public.

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

**SECTION VII**  
**WATER CONSERVATION PLAN**



**MUNICIPAL WATER**  
**CONSERVATION PLAN**  
  
**FOR THE**  
  
**CITY OF**  
  
**SEDGWICK**

Passed and adopted  
February 2, 2015



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as it is located within this Emergency Water Supply Plan)

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## INTRODUCTION

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

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

## LONG-TERM WATER USE EFFICIENCY

### Water Use Conservation Goals

The City of Sedgwick used 68 gallons per person per day (GPCD) on average from 2013-2017. This GPCD figure included:

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

However, the GPCD figure does not include municipally supplied water for industries that use over 200,000 gallons per year. According to Figure 1, shown in the 2017 Kansas Municipal Water Use Publication, our City is located in Region 7. From this publication it was determined that our City GPCD water use was 68, which was 30 percent below the regional average of 98 GPCD among cities in Region 7 from 2013-2017. The City desires to set a water use conservation goal for usage not to exceed 99 GPCD based on the regional average of the last five years (2013-2017). Our City anticipates not exceeding this goal by carrying out the specific actions that are outlined in our plan.

## Water Conservation Practices

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

### Education

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

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

Education Conservation Practices to be Taken	Target Date
1. Water bills show the amount of water used in gallons and the cost of the water.	Current
2. Water leak information and prevention tips provided in quarterly newsletters to residents.	Current
3. Water conservation tips to be added to city website and local cable channel 7.	Current
4. Develop a program to incorporate water conserving landscape principles.	January 2025

### Management

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

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

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

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

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

Realizing that much greater emphasis must be placed on obtaining accurate measurement of water use at our source and at customer meters, the City of Sedgwick implemented an electronic meter reading system. The City of Sedgwick has chosen the following conservation practices and target dates for the Management component of the Long-Term Water Use Efficiency Section of our Water Conservation Plan.

Management Conservation Practices to be Taken	Target Date
1. All source water will have meters installed and the meters will be repaired or replaced within two weeks when malfunctions occur.	Current
2. Meters for source water will be tested for accuracy at least once every three years. Each meter will be repaired or replaced if its test measurements are not within industry standards (such as AWWA standards).	Current
3. Electronically read meters with leak detection will be installed at all service connections.	Current
4. All meters for source water will be read at least on a monthly basis and meters at individual service connections will be read monthly.	Current
5. A reading will be taken at each source water meter at the same time that meters for individual service connections are read.	Current
6. The City will review water consumption annually and review water management practices whenever the amount of unsold water (amount of water provided free for public service, used for treatment purposes, water loss, etc.) exceeds 10 percent of the total source water annually.	Current
7. Water sales will be based on the amount of water used.	Current
8. Encourage the recycling of wastewater effluent for selected industrial or irrigation purposes.	January 2025
9. A water rate structure designed to curb excessive use of water will be evaluated annually.	Current

## **Regulation**

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

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

<b>Regulation Actions to be Taken</b>	<b>Target Date</b>
1. Enforcement of the UPC in new and remodeled construction emphasizing the installation of water conservation toilets and faucet.	Current
2. Enforce voluntary ban on lawn/garden irrigation, pool and car wash practices during times of supply shortage.	Current
3. Follow all other mandated and/or appropriate regulation actions.	Current
4. Adopt a landscape water conservation ordinance.	January 2025

## **DROUGHT RESPONSE**

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

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

#### **Goals**

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

#### **Triggers**

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

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

#### **Education Actions**

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

#### **Management Actions**

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

#### **Regulation Actions**

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

## **Stage 2: Water Warning**

### **Goals**

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

### **Triggers**

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

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

### **Education Actions**

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

### **Management Actions**

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

## **Regulation Actions**

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

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

## **Stage 3: Water Emergency**

### **Goals**

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

### **Triggers:**

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

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

## **Education Actions**

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



## **Management Actions**

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

## **Regulation Actions**

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

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

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

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

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

# SECTION VIII

## WATER DROUGHT/EMERGENCY ORDINANCE

### ORDINANCE NO. 795

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

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

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

Section 2. Definitions.

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

Class 1:

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

Class 2:

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

Class 3:

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

Class 4:

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 8. Violations, Disconnections and Penalties.

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

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

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

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

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

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

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

Donald K. DeHaven, Mayor

ATTEST:

Janise P. Enterkin, City Clerk

# SECTION IX

## WATER DROUGHT RESPONSE POLICY

CITY OF SEDGWICK, KANSAS

POLICY MANUAL

<b>Subject:</b>  <b>Water Drought Response/ Policy</b>	<b>Effective Date:</b>  <b>October 3, 2011</b>
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It shall be the policy of the City of Sedgwick, Kansas, to follow the guidelines set forth herein regarding the Water Drought Response/ Policy. The objective of Drought Response Plan for the City of Sedgwick is to assure the City customers of an adequate water supply to meet their needs during water shortages. The City of Sedgwick addresses its short-term water shortage problems through a series of stages based on conditions of supply and demand with accompanying triggers, goals and actions. Each stage is more stringent in water use than the previous stage since water supply conditions are more deteriorated. The City Manager is authorized by ordinance to implement the appropriate conservation measures.

### **DROUGHT RESPONSE/POLICY**

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

##### **A. Goals**

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

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

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

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

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

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

#### **D. Management Actions**

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

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

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

### **Stage 2: Water Warning**

#### **A. Goal**

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

#### **B. Triggers**

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

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

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

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

#### **D. Management Actions**

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



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

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

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

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

#### **A. Goals**

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

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

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

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

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

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

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

**D. Management Actions**

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

**E. Regulation Actions**

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

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

**Donald K. DeHaven, Mayor**

Attest:

**Janise P. Enterkin, City Clerk**

## **SECTION X**

### **LIST OF KEY PERSONNEL**

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

***CITY ADMINISTRATOR***

*Kyle Nordick*

*Cell: 316-807-4988*

***CITY SUPERINTENDENT***

*Jim Boldenow*

*Office Phone: (316) 772-5151*

*Cell: (316) 751-8343*

*Maintenance On-Call Cell: (316) 772-5433*

***MAYOR***

*Bryan Chapman*

*Office Phone: (316) 772-5151*

*Cell Phone: (316) 651-6244*

***CITY COUNCIL MEMBER***

*Monty Leonard, Council President*

*Cell Phone: (316) 461-5800*

***CITY COUNCIL MEMBER***

*Brenda DeHaven*

*Cell Phone: (316) 655-9951*

***CITY COUNCIL MEMBER***

*Kirby Stucky*

*Home Phone: (316) 772-5487*

*Cell Phone: (316) 250-1649*

***CITY COUNCIL MEMBER***

*Dan Hartman*

*Cell Phone: (620) 295-0215*

***CITY COUNCIL MEMBER***

*Kramer Siemens*

*Cell Phone: (620)200-2961*

***POLICE CHIEF***

*Lee Nygaard*

*Office Phone: (316) 416-4023*

*Cell Phone: (316) 361-9775*

*CITY CLERK*

Shelia Agee

Work Phone: (316) 772-5151

Cell Phone: (316) 772-0265

*WATER DEPARTMENT*

Jim Boldenow

Cell: (316) 751-8343

*WASTEWATER OPERATOR*

Eric Shuss

Cell: (316) 285-7731

*MAINTENANCE STAFF*

Brett Bogunovich

Cell: (316) 217-5603

Dagan Willingham

Cell: (316) 217-6993

*FIRE & EMS CHIEF*

Zane Hansen

Office Phone: (316) 772-5700

Cell Phone: (316) 461-6251

*WESTAR ELECTRIC*

300 W. 1<sup>st</sup> Street

Newton, Kansas 67114

Office Phone: (316) 283-5521

*LOCAL ELECTRICIAN*

Hi-Tech Controls, Inc.

Dan Buczinski

3601 W. Harry, Suite 5

Wichita, Kansas 67213

Office Phone: (316) 941-7049

Cell: (316) 312-2600

*LOCAL ELECTRICIAN*

Kansas Electric

1420 NW 36<sup>th</sup> St.

Newton, Kansas 67114

Office Phone: (316) 283-4750

*AT&T*

154 N. Broadway

Wichita, Kansas 67202

Office Phone: (800) 766-5777

*COX COMMUNICATION*

Wichita, Kansas 67202

Office Phone: (316) 283-7270

*NEWTON KANSAN NEWSPAPER*

121 W 6<sup>th</sup> Street

Newton, Kansas 67114

Office Phone: (316) 283-1500

*CITY OF HALSTEAD*

303 Main Street

Halstead, Kansas 67056

Office Phone: (316) 835-2286

*CITY OF NEWTON*

201 E. 6th

Newton, Kansas 67114

Office Phone: (316) 284-6001

*CITY OF NORTH NEWTON*

2601 N. Main

North Newton, Kansas 67117

*CITY OF HESSTON*

115 E. Smith Street

Hesston, Kansas 67062

Office Phone: (620) 327-4412

*CITY OF HUTCHINSON*

125 E. Ave B

Hutchinson, Kansas 67501

Office Phone: (620) 694-2611

*CITY OF MCPHERSON*

400 E. Kansas

McPherson, Kansas 67460

Office Phone (620) 241-2515

*CITY OF WICHITA*

455 N. Main

Wichita, Kansas 67062

*WICHITA WATER SUPERINTENDENT, PROD. PUMPING*

Phone (316) 268-4504

*CITY OF WICHITA WATER/WW DIRECTOR*

Phone (316) 268-4964

*DIRECTOR OF EMERGENCY MANAGEMENT*

Mike Anderson

Harvey County Courthouse

713 N. Main Street

Newton, Kansas 67114

Office Phone: (316) 284-6910

*KANSAS DEPT. OF HEALTH & ENVIRONMENT*

South Central District Office

RH Garvey Building

300 West Douglas, Suite 700

Wichita, Kansas 67202

Phone: (316) 337-6020

*BUREAU OF WATER SUPPLY*

Topeka, Kansas

Phone: (785) 296-1500

*OFFICE OF EMERGENCY PREPAREDNESS*

*DIVISION OF EMERGENCY PREPAREDNESS OF KANSAS*

Topeka, Kansas 66601-0300

Phone: (785) 266-1400

24 Hour Phone: (785) 296-3176

*FEDERAL EMERGENCY MANAGEMENT AGENCY*

Region VII

911 Walnut Street, Room 200

Kansas City, MO 64106

Phone: (816) 283-7061

*BNSF RAILWAY CUSTOMERS AND QUALITY SUPPORT*

Office Phone: (800) 795-2673

*GOERING ENTERPRISES, INC.*

5304 W. 1<sup>st</sup> Street

Newton, Kansas 67114

Office Phone: (316) 283-7801

Shop Phone: (316) 283-0130

*APAC-KANSAS, INC..*

1335 SW 14<sup>th</sup> St

Newton Kansas 67114

Office Phone: (316) 283-2520

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

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

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

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

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

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

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

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

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

*PACE ANALYTICAL SERVICES, INC.*  
525 N. 8<sup>th</sup> St.  
Salina, Kansas 67401  
Office Phone: (785) 827-1273

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

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

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





**City of Sedgwick  
City Council Meeting  
August 16, 2023**

**TO:** Mayor and City Council

**SUBJECT:** Financial Auditing Services

**INITIATED BY:** Administration

**AGENDA:** New Business

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**Recommendation:** Approve and authorize signatures on the contract

**Background:** It is required that municipalities be audited annually by a certified public accounting firm to comply with Federal and State statutes, as well as City policies. The city has contracted with BFR in the past for this service, however felt that it was appropriate to formally solicit for the next audit due to the length of time of BFR and the City's relationship. Industry best practices are to alter auditors every six years; the current auditor has provided these services since 2016.

An RFP was solicited on May 22, 2023, with responses due July 14, 2023. The solicitation was sent to seven (7) CPA firms within the state of Kansas. Of those, responses were received from four (4) firms. A staff screening and selection committee convened on Tuesday, July 25, 2023, to review the submittals and recommend a firm for selection. A unanimous decision was made to move forward with Varney & Associates based upon the ranking criteria listed within the RFP.

**Financial Considerations:** The proposed contract is for a not to exceed amount of \$9,500 per year with a three-year term for a total contracted price not to exceed \$28,500. If accepted, the overall contracted price represents a decrease in cost of service of \$6,600.

**Recommendations/Actions:** It is recommended that the City Council approve and authorize the mayor to sign the contract with Varney & Associates, CPAs, LLC.

**Attachment:** Varney & Associates, CPAs, LLC. Contract

**CONTRACT**  
**FOR**  
**PROFESSIONAL SERVICES**

This Contract entered into this 16<sup>th</sup> day of August 2023, by and between **CITY OF SEDGWICK, KANSAS**, a municipal corporation, hereinafter called "**CITY**" and **VARNEY & ASSOCIATES, CPAs, LLC**, whose principal office is located at 1501 Poyntz Ave. Manhattan, KS 66502, Telephone Number (785) 537-2202, hereinafter called "**AUDITOR**".

**WITNESSETH:**

**WHEREAS**, the CITY is authorized by law to enter into contracts for professional services; and

**WHEREAS**, it is necessary for CITY to be audited annually by a certified public accounting firm in order to comply with Federal and State statutes and City of Sedgwick policy; and

**WHEREAS**, AUDITOR is a public accounting firm that is recognized for its expertise in the conduct of audits of government operations; and

**WHEREAS**, CITY has conducted a competitive selection process, and selected AUDITOR as the party providing the best value to CITY, and AUDITOR is ready, willing, and able to provide these services to the CITY in satisfaction of the requirements of Federal and State law and City policy.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

**SCOPE OF SERVICES:**

AUDITOR is hereby employed by the CITY to provide comprehensive annual financial audit services, including (1) an audit of the City's financial statements; (2) *if required*, the single audit in accordance with the Single Audit Act Subpart F of Title 2 of U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; (3) procedures related to the City's issuance of sales tax bonds; (4) provide various and specified reports as listed in the request for proposal; (5) complete SF-SAC for submittal to the Federal Audit Clearinghouse and (6) other duties and considerations as noted in the request for proposal dated May 22, 2023 and the AUDITOR's Technical Proposal for Professional Audit Services; AUDITOR's Cost Proposal for Auditing Services dated July 14, 2023, all of which documents are incorporated in this agreement by this reference the same as if they were set forth in full.

**AUDITOR AGREES:**

- a) To provide the professional services and personnel necessary to perform the tasks as outlined in the Scope of Services.
- b) To maintain all books, documents, papers, accounting records and other evidence pertaining to all services rendered and to make such material available at reasonable times during the contract period, and for time specified in prevailing audit standards for inspection by the CITY or its authorized representatives.

- c) To comply with all federal, state, and local laws, ordinances, and regulations applicable to these services and to comply with the City of Sedgwick mandatory contract requirements which are attached as Exhibits A and B hereto.
- d) To be available at reasonable times for consultation with the City Council or the City Administrator.

**THE CITY AGREES:**

- a) To furnish the necessary data, ordinances, and other information required for the performance of the audit services required hereunder.
- b) To pay AUDITOR for services in accordance with the terms of this agreement.

**THE PARTIES MUTUALLY AGREE:**

- a) That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, because of the AUDITOR's inability to proceed with the work, or because of a breach of the terms of this agreement, or because the services of the AUDITOR fail to meet the requirements of this agreement in the sole opinion of the CITY; provided, however, that in any case the AUDITOR shall be paid the reasonable value of the services rendered up to the time of the termination.
- b) The services to be performed by the AUDITOR under the terms of this contract are personal and cannot be assigned, transferred or in any way disposed of by the AUDITOR without prior and specific written consent of the CITY.
- c) The rights and remedies of the parties provided for under this agreement are in addition to any other rights and remedies provided by law.
- d) This agreement does not create the public or any member thereof third-party beneficiary rights, or to authorize anyone not a party to this agreement to maintain a suit for damages pursuant to the terms and conditions of this agreement.
- e) CITY personnel will be included in any relevant in-house governmental training programs conducted by AUDITOR without additional expense to CITY other than out-of-pocket expenses.

**TERM:**

The term of this agreement shall be from August 16, 2023, through August 31, 2024, with the option to renew annually for two (2) subsequent years. In the event CITY desires to exercise its option to renew the agreement for the subsequent year, written notice will be provided to AUDITOR of this intention as soon as possible following completion of the current year's audit, but in no event shall such notice be given later than August 31 of the year following the year being audited.

**FEES:**

Audit services shall be provided at a not to exceed price of \$9,500 for the fiscal audit of 2023. Should the City choose to exercise the options to renew the contract for subsequent years, services within the scope of this agreement shall be provided at the not to exceed price of:

Fiscal 2024 audit services	\$9,500
Single audit services	\$3,500
Fiscal 2025 audit services	\$9,500
Single audit services	\$3,500

Services outside the scope of audit, or services that extend the scope of this audit, will be provided based on the rates utilized to compute the cost of the overall audit services, and must be approved by the City Administrator prior to commencement of work.

**TIME OF PERFORMANCE:**

Services under this agreement will commence with the signing hereof and be completed in time to permit the submission of the final reports not later than May 1<sup>st</sup> of the year following the year being audited. AUDITOR recognizes that time is of the essence in the performance of its duties hereunder. If final reports are to be submitted after the dates established in the City of Sedgwick Request for Proposal, the AUDITOR shall notify the CITY as soon as possible to reach an agreement regarding submission of the final reports.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

CITY OF SEDWICK, KANSAS

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

ATTEST:

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

Approved as to form:

\_\_\_\_\_  
Brad Jantz, City Attorney

Signature of AUDITOR firm



\_\_\_\_\_  
Signatory

Owner

\_\_\_\_\_  
Position of Signatory

Varney & Associates, CPAs, LLC

\_\_\_\_\_  
Firm's Title

**EXHIBIT A**  
**CITY OF SEDGWICK MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT**

1. **Terms Herein Controlling Provisions.** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. **Choice of Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Harvey County, Kansas.
3. **Termination Due To Lack of Funding Appropriation.** If, in the judgment of the City's City Administrator, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.
4. **Disclaimer of Liability.** City shall not hold harmless or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement.** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties.** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract.** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes.** Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide to the Contractor a certificate of tax exemption. City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance.** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.
12. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*), the Discrimination Against Military Personnel Act, K.S.A. 44-1125, and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA); (b) to not engage in discrimination in employment against its contractors, subcontractors, or employees on the basis of their age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law ("protected class"), subject to the qualifications found at 2.06.060 of the Municipal Code of the City of SEDGWICK; (c) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (d) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (e) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor.

Contractor's failure to comply with the reporting requirements of (d) above, or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or City of SEDGWICK Hearing Officer, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by City without incurring contractual damages or penalty; and (g) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by City without incurring contractual damages or penalty.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City of SEDGWICK, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.
15. **Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
16. **No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet, or transferred without the specific written consent of the **CITY**.
17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.
18. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.
19. **Bankruptcy.** Contractor shall be considered to be in default of this Contract in the event Contractor (i) applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by Contractor for the purpose of effecting any of the foregoing.



**EXHIBIT B**  
**CITY OF SEDGWICK MANDATORY INDEPENDENT CONTRACTOR ADDENDUM**

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder
3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.
4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for City.
9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the general public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

**City of Sedgwick  
City Council Meeting  
August 16, 2023**

**TO:** Mayor and City Council

**SUBJECT:** Discuss and consider voting delegate and alternative LKM

**INITIATED BY:** Administration

**AGENDA:** New Business

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**Recommendation:** Identify a voting delegate and one (1) alternative for the League of Kansas Municipalities.

**Background:** Article 2, Section 2 of the [League Bylaws](#) states “When a city is a member of the League, any elected or appointed officers of such city may be elected by the city governing body as voting delegates and alternate voting delegates, in accordance with the provisions of Article 4 of these Bylaws, to represent the city in any meeting of the voting delegates and in the conduct of any other affairs of the instrumentality requiring action of the member cities. Alternate voting delegates may vote on matters before a meeting of the voting delegates in the absence of the regular delegate. A voting delegate or alternate shall qualify by having his or her name, city, title, and address registered with the executive director and shall hold such position while qualified and until a successor is elected and qualified.”

**Financial Considerations:** None.

**Recommendations/Actions:** It is recommended that the City Council select a voting delegate and one (1) alternative for the League of Kansas Municipalities.

**Attachment:** None.