



REGULAR COUNCIL MEETING/WORKSHOP

Wednesday, April 5, 2023 at 6:30 pm

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 _____

Council Member absent _____

Others present _____

2. ADDITIONS/DELETIONS TO AGENDA

3. HEARINGS/PRESENTATIONS/PUBLIC FORUM

a. SEDGWICK CONNECT FALL FEST DONATION REQUEST - NICOLE LOEFFLER

SAMPLE MOTION

Motion to approve donation of _____ to Sedgwick Connect for Fall Fest 2023.

Moved by _____

Second by _____

4. STAFF REPORTS

a. Kyle Nordick, City Administrator

b. Brad Jantz, City Attorney

5. CONSENT AGENDA

Sample Motion:

Motion to approve the consent agenda as presented.

Motion by _____

Second by _____

a. Minutes of March 15, 2023, Regular Meeting

Attachments:

- **Regular Council Meeting Minutes, March 15, 2023** (regular-council-meeting-workshop_minutes_2023-03-15_165454.pdf)

b. Approval of Payroll March 31, 2023 amount \$19,508.86

c. Approval of General Disbursement Checks amount \$57,511.65

General Disbursement Check Reports

Attachments:

- **Checks** (4-5-23_Consent_Agenda.pdf)

6. NEW BUSINESS

a. IdeaTek Proposal

Sample Motion

Motion to approve Ideatek proposal as presented.

Motion by _____

Second by _____

Attachments:

- **Ideatek Proposal** (Ideatek_Agenda_Report.pdf)

b. 2023 Sidewalk ADA Ramp Replacement Plan

Sample Motion

Motion to approve 2023 Sidewalk ADA Ramp Replacement Plan as presented.

Motion by _____

Second by _____

Attachments:

- **2023 Sidewalk ADA Ramp Replacement Plan** (2023_Sidewalk_ADA_Ramp_Replacement_Program_Agenda_Report.pdf)

7. ADJOURN

Motion to adjourn the Regular Council meeting at _____ PM.

Second by _____

The Governing Body will hold a Workshop following adjournment of the Regular Council Meeting.



REGULAR COUNCIL MEETING/WORKSHOP

Minutes

Wednesday, March 15, 2023 at 6:30 pm

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

Minutes:

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

Council Members present **Dan Hartman, Kramer Siemens, Kirby Stucky, Monty Leonard, Brenda DeHaven** Council Member absent ____ Others present **Kyle Nordick, City Administrator; Brad Jantz, City Attorney; Shelia Agee, Deputy City Clerk; Lee Nygaard, Police Chief; Wesley Washabaugh, Patrolman; Jim Boldenow, City Superintendent; Bill Bush, Harvey County Independent; Chantel Rindt, Librarian; Ryan Flaming, State of Kansas Dept of Agriculture; Jonathan Washabaugh, Charlie Peaster, Jason RoTramel, Michael Bergamasco, Katherine Bergamasco, Mia Wright, Lucas Rindt, Sandy Herzet (Library Board), Raylee Washabaugh, Becca Washabaugh, Tina Washabaugh, Tim Wallace, Tayelor Wallace, John Pittinger, Bill Johnson**

2. ADDITIONS / DELETIONS TO AGENDA

Minutes:

Motion by **Council Member Kramer Siemens** to approve the agenda as presented. Second by **Council Member Dan Hartman**

Vote results:

Ayes: 5 / Nays: 0

3. HEARINGS/PRESENTATIONS/PUBLIC FORUM

Minutes:

Residents **Katherine Bergamasco, Tim Wallace, Mia Wright, Charlie Peaster, and Ryan Flaming, State of Kansas Dept of Agriculture** presented issues with new chicken ordinance 893.

Jason RoTramel thanked the governing body for supporting the Legion with the Downtown Revitalization Grant and the military members with the downtown flags.

Charlie Peaster offered to pay for American Flag at the Industrial Park if the City couldn't afford to pay for it.

a. Award for Service - Wes Washabaugh

Minutes:

Police Chief Lee Nygaard presented award for years of service to **Officer Wesley Washabaugh** and announcement of Wes's retirement.

4. STAFF REPORTS

Minutes:

Kyle Nordick, City Administrator discussed the MIH grants. Red Barn Farms was awarded additional funding to increase the homeowner down payment assistance from \$40,000 to \$80,000. Per KHRC, the City is 1 of 76 projects submitted for the other MIH grant and the City is the only one in Harvey County. The grant is to be awarded next month, April 2023. Brad had nothing additional to say outside of items on the agenda.

- a. **Brad Jantz, City Attorney**
- b. **Kyle Nordick, City Administrator**

5. CONSENT AGENDA

Minutes:

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

Vote results:

Ayes: 5 / Nays: 0

- a. **Minutes of March 1, 2023, Regular Meeting and Special Council Meeting of March 7, 2023**
- b. **Approval of Payroll March 3, 2023 amount \$13,785.13**
- c. **Approval of General Disbursement Checks amount \$170,812.92**
General Disbursement Check Reports
- d. **Ordinance 894 - Amended**

6. OLD BUSINESS

- a. **Discuss/Consider Ordinance 893 - An Ordinance amending the Animal Control Policy and Regulation.**

Minutes:

Motion by **Council Member Monty Leonard** to table Ordinance 893 now for further discussion. Second by **Council Member Dan Hartman**.

Vote results:

Ayes: 5 / Nays: 0

7. NEW BUSINESS

- a. **Spring 2023 KDOT Cost Share Grant**

Minutes:

Kyle Nordick, City Administrator presented information on the KDOT cost share grant and a map of the sidewalk running from Hymer along Madison and First Street to Commercial Ave. The grant would cover the entire cost of \$232,472.50 minus the match funds. The grant requires a 15% cash match.

Motion by **Council Member Monty Leonard** to authorize the City Administrator to apply for the Spring 2023 KDOT Cost Share Grant with no more than a 20% match. Second by **Council Member Kramer Siemens**.

Vote results:

Ayes: 5 / Nays: 0

b. Discuss and consider the purchase of (1) new mower

Minutes:

City Administrator Kyle Nordick presented information about mower purchase. Stucky Farm and Lawn was the only vendor who provided a test mower for review. After initial review of the warranty and testing the mower, staff feels comfortable moving forward with the purchase from Stucky Farm and Lawn.

Motion by **Council Member Dan Hartman** to approve the purchase of a Gravely Pro-Turn 672 mower from Stucky Farm and Lawn not to exceed \$13,400. Second by **Council Member Brenda DeHaven**.

c. Budget Transfers

Minutes:

Per **City Administrator Kyle Nordick** excess cash is required to be transferred from the general and utility funds to the capital funds to ensure retention of funding and budget authority for the next year. The transfers presented today are reflective of unencumbered cash balances prior to the audit.

Motion by **Council Member Monty Leonard** to approve the budget transfers of \$144,582.11 from Special Streets to Capital Streets with note to only use for streets and transfer Water, Refuse, and Sewer excess funds to their respective capital accounts.

Transfer \$100,000 to EMS fund and \$31,647.68 to general CIP to be used generally for things like Maintenance Shop and Fire Dept buildings remodel. Second by **Council Member Dan Hartman**.

Vote results:

Ayes: 5 / Nays: 0

d. Sedgwick Library HVAC

Minutes:

Motion by **Council Member Monty Leonard** to approve the quote from Fenix Heating and Cooling for installation of air handler for Sedgwick Library not to exceed \$12,500.

Second by **Council Member Kramer Siemens**.

8. EXECUTIVE SESSION - CONTRACT NEGOTIATIONS

Minutes:

Motion by **Council Member Monty Leonard** to recess into an executive session for 20 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 7:55 p.m. with those present in the executive session being the Governing Body, City Administrator, and City Attorney.

Second by **Council Member Dan Hartman**.

No action taken.

Vote results:

Ayes: 5 / Nays: 0

9. ADJOURN

Minutes:

Motion by **Council Member Dan Hartman** to adjourn the Regular Council meeting to Budget Workshop at 7:56pm. Second by **Council Member Kirby Stucky**

The Governing Body held a Budget Workshop following adjournment of the Regular Council Meeting. Council discussed top capital priorities for 2024 Budget. PD & Fire are funded well. Want to focus on streets and sidewalks including infrastructure under streets-water & sewer lines.

Vote results:

Ayes: 5 / Nays: 0

April 5, 2023

PAYROLL CHECKS - DIRECT DEPOSIT
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3/31/2023

\$ 19,508.86

TOTAL PAYROLL CHECKS

\$ 19,508.86

GENERAL DISBURSEMENT CHECKS-AAABRN

\$ 24,814.53

GENERAL DISBURSEMENT CHECKS-AAABRP

\$ 18,932.13

GENERAL DISBURSEMENT CHECKS-AAABRQ

\$ 13,764.99

TOTAL DISBURSEMENT CHECKS

\$ 57,511.65

AP Enter Bills Edit - Council Report

City of Sedgwick (SEDGKS)
Batch: AAABRN

3/17/2023 10:15:04 AM

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Vendor	Description	Check Date	Invoice#	Check#	Check Total
BIG SKY PARTY RENTALS	MARKET BOUNCE HOUSE	03/17/2023	13591335	69429	\$423.35
BRYAN CHAPMAN	REIMBURSE MILE/MEAL	03/17/2023	031723BC	69430	\$84.43
CORE & MAIN	WATER METER PARTS	03/17/2023	S395319	69431	\$1,638.64
FAMILY HEALTH AMERICA, LC	HRA ADMIN FEES	03/17/2023	031723HRA	69432	\$100.00
GODFREY'S INDOOR SHOOTING & AF	DRUG TESTING KITS	03/17/2023	S122911	69433	\$101.25
HARVEY COUNTY TREASURER	VEHICLE TAGS	03/17/2023	031723TAGS	69434	\$93.92
KS RURAL WATER ASSOCIATION	KRWA CONFERENCE	03/17/2023	031723KRWA	69435	\$720.00
KANSAS SECRETARY OF STATE	KSA SUPPLEMENT	03/17/2023	031723KSA	69436	\$183.00
LOGO DEPOT	MAINT CARHART SHIRTS	03/17/2023	S141031	69437	\$805.00
LEE REED ENGRAVING INC	SERVICE PLAQUE-WASH	03/17/2023	2300724	69438	\$75.00
MAYER SPECIALTY SERVICES, LLC	LOCATE SEWER MAIN	03/17/2023	2023135	69439	\$945.00
NEW MEDICAL HEALTH CARE, LLC	PHYSICAL/DRUG SCREEN	03/17/2023	031723NEWMED	69440	\$320.00
NYGAARD, LEE	REIMBURSE OIL CHG	03/17/2023	031723LN	69441	\$55.94
PRIDE AG RESOURCES	PVC TOOLS	03/17/2023	104642/3	69442	\$218.96
STUCKY FARM & LAWN	MAINT LAWN MOWER	03/17/2023	1233	69443	\$13,400.00
WCCIT	IT SRVC/SOFTWARE	03/17/2023	TSP_260	69444	\$640.00
TRAFFIC SIGNAL CONTROLS, INC	SCHOOL CROSS CONTRO	03/17/2023	6140	69445	\$1,575.00
WHITE STAR	BOBCAT SWEEPER PARTS	03/17/2023	05277343	69446	\$624.54
WHOLESALE WATER SUPPLY DISTRIK	04/21/16 - 05/20/16	03/17/2023	INV00982	69447	\$2,810.50

Total Direct Expense: \$24,814.53

Total Immediate Payments: \$24,814.53

Report Summary

Report Selection Criteria

Report Type: Detailed

Start

End

Transaction Number: Start

End

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

3/17/2023 9:17:01 AM

City of Sedgwick (SEDGKS)
Batch: AAABRN

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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
16	BIG SKY / BIG SKY PARTY RENTALS	3/17/2023	3/17/2023	13591335	\$423.35
1	36-00-00-8210	MOONLIGHT MARKET BOUNCE HOUSE COMBO	1.0	\$423.3500	\$423.35
9	CHAPMAN, BRYAN / BRYAN CHAPMAN	3/17/2023	3/17/2023	031723BC	\$84.43
1	01-01-60-6720	REIMBURSE REAP MTG MILEAGE-CHAPMAN	38.0	\$0.6550	\$24.89
2	01-01-60-6720	REIMBURSE HCCOG MTG MILEAGE-CHAPMAN	34.0	\$0.6550	\$22.27
3	01-01-60-6720	REIMBURSE SCAC MTG MILEAGE-CHAPMAN	34.0	\$0.6550	\$22.27
4	01-01-60-6720	MERIDIAN CENTER-BREAKFAST CHAPMAN	1.0	\$15.0000	\$15.00
7	CORE & MAIN / CORE & MAIN	3/17/2023	3/17/2023	S395319	\$1,638.64
1	10-00-70-7130	WATER METER SETTER	1.0	\$1,558.0000	\$1,558.00
2	10-00-70-7130	WATER METER FITTINGS	1.0	\$80.6400	\$80.64
1	FAMILY HEALTH / FAMILY HEALTH AMERICA, LC	3/17/2023	3/17/2023	031723HRA	\$100.00
1	03-00-60-6290	HRA ADMIN SERVICES FEE	1.0	\$100.0000	\$100.00
19	GODFREY'S / GODFREY'S INDOOR SHOOTING & ARCHERY	3/17/2023	3/17/2023	S122911	\$101.25
1	01-03-70-7010	DRUG TESTING KITS-MARIJNANA/METH	1.0	\$101.2500	\$101.25
8	HRVY CO TRES / HARVEY COUNTY TREASURER	3/17/2023	3/17/2023	031723TAGS	\$93.92
1	10-00-60-6290	2005 DODGE TRK TAG/2007 FORD TAG	0.5	\$93.9200	\$46.96
2	13-00-60-6290	2005 DODGE TRK TAG/2007 FORD TAG	0.5	\$93.9200	\$46.96
15	KS RURAL / KS RURAL WATER ASSOCIATION	3/17/2023	3/17/2023	031723KRWA	\$720.00
1	10-00-60-6710	KRWA CONFERENCE-BRETT & DAGAN	1.0	\$360.0000	\$360.00
2	13-00-60-6710	KRWA CONFERENCE-JIMBO & ERIC	1.0	\$360.0000	\$360.00
10	KS SEC STATE / KANSAS SECRETARY OF STATE	3/17/2023	3/17/2023	031723KSA	\$183.00
1	01-05-60-6200	KSA SUPPLEMENT	1.0	\$183.0000	\$183.00
3	LD / LOGO DEPOT	3/17/2023	3/17/2023	S141031	\$805.00
1	01-08-70-7250	MAINT CARHART SHIRTS	0.2	\$805.0000	\$161.00
2	01-10-70-7250	MAINT CARHART SHIRTS	0.2	\$805.0000	\$161.00
3	01-11-70-7250	MAINT CARHART SHIRTS	0.2	\$805.0000	\$161.00
4	10-00-70-7250	MAINT CARHART SHIRTS	0.2	\$805.0000	\$161.00
5	13-00-70-7250	MAINT CARHART SHIRTS	0.2	\$805.0000	\$161.00
2	LEE REED / LEE REED ENGRAVING INC	3/17/2023	3/17/2023	2300724	\$75.00
1	01-01-70-7010	15 YEARS OF SERVICE PLAQUE-W WASHABAUGH	1.0	\$75.0000	\$75.00

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

3/17/2023 9:17:01 AM

City of Sedgwick (SEDGKS)
Batch: AAABRN

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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	MAYER / MAYER SPECIALTY SERVICES, LLC	3/17/2023	3/17/2023	2023135	\$945.00
1	13-00-60-6130	TELEWISE/LOCATE SEWER MAIN	1.0	\$945.0000	\$945.00
18	NEW MED / NEW MEDICAL HEALTH CARE, LLC	3/17/2023	3/17/2023	031723NEWMED	\$320.00
1	01-11-60-6290	PHYSICAL/DRUG SCREEN-D WILLINGHAM/B BOGUNOVICH	1.0	\$320.0000	\$320.00
6	NYGAARD / NYGAARD, LEE	3/17/2023	3/17/2023	031723LN	\$55.94
1	01-03-70-7120	DAVIS MOORE-REIMBURSE OIL CHANGE DURANGO	1.0	\$55.9400	\$55.94
5	PRIDE AG / PRIDE AG RESOURCES	3/17/2023	3/17/2023	104642/3	\$218.96
1	10-00-70-7420	WATER-PVC TOOLS	1.0	\$218.9600	\$218.96
11	STUCKY FARM / STUCKY FARM & LAWN	3/17/2023	3/17/2023	1233	\$13,400.00
1	41-11-00-8210	GRAVELY MODEL 672 LAWN MOWER	1.0	\$13,400.0000	\$13,400.00
12	STUDIO F INC. / WCCIT	3/17/2023	3/17/2023	TSP_260	\$640.00
1	01-01-60-6200	MO SRVC-ADMIN	0.5	\$400.0000	\$200.00
2	01-03-60-6200	MO SRVC-POLICE	0.3	\$400.0000	\$100.00
3	01-04-60-6200	MO SRVC-FIRE	0.1	\$400.0000	\$20.00
4	13-00-60-6200	MO SRVC-SEWER	0.2	\$400.0000	\$80.00
5	01-01-60-6200	SECURITY/MICROSOFT	0.3	\$240.0000	\$60.00
6	01-03-60-6200	SECURITY/MICROSOFT	0.3	\$240.0000	\$60.00
7	10-00-60-6200	SECURITY/MICROSOFT	0.3	\$240.0000	\$60.00
8	13-00-60-6200	SECURITY/MICROSOFT	0.3	\$240.0000	\$60.00
14	TRAFFIC SIGNAL / TRAFFIC SIGNAL CONTROLS, INC	3/17/2023	3/17/2023	6140	\$1,575.00
1	01-10-70-7110	SCHOOL CROSSING LIGHTS CONTROLLER	1.0	\$1,575.0000	\$1,575.00
4	WHITE STAR / WHITE STAR	3/17/2023	3/17/2023	05277343	\$624.54
1	01-10-70-7110	BOBCAT SWEEPER PARTS	1.0	\$624.5400	\$624.54
17	WHOLESALE WATER / WHOLESALE WATER SUPPLY DI	3/17/2023	3/17/2023	INV00982	\$2,810.50
1	10-00-60-6150	WATER USAGE 365000	3,650.0	\$0.7700	\$2,810.50
Grand Totals					
				Total Direct Expense:	\$24,814.53
				Total Immediate Payments:	\$24,814.53

Report Summary

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

AP Bank Reconciliation Posting Audit Report

City of Sedgwick (SEDGKS)

03/21/2023 01:33:36 PM

Batch: AAABRO

User ID: SHELIA

Page 1

Bank Code: CKG LEGACY BANK

Vendor Tran#	Document #	Date	Type	User ID	Posting Reference	Total Amount
KPERS						
1	69452	03/17/2023	Check	SHELIA	AP0000001135AAABRO	\$3,131.51
Description:						
KANSAS STATE WITHHOLDING TAX						
2	69453	03/17/2023	Check	SHELIA	AP0000001135AAABRO	\$884.55
Description:						
LEGACY BANK						
3	69451	03/17/2023	Check	SHELIA	AP0000001135AAABRO	\$5,432.98
Description:						
AFLAC						
4	69449	03/17/2023	Check	SHELIA	AP0000001135AAABRO	\$127.08
Description:						
BCBS OF KANSAS						
5	69450	03/17/2023	Check	SHELIA	AP0000001135AAABRO	\$11,118.65
Description:						
AETNA						
6	69448	03/17/2023	Check	SHELIA	AP0000001135AAABRO	\$110.40
Description:						

	Bank Totals	Items	Total Voids	Items
Checks	(\$20,805.17)	6	\$0.00	0
Deposits	\$0.00	0	\$0.00	0
Deductions	\$0.00	0	\$0.00	0
Additions	\$0.00	0	\$0.00	0
Bank Charges	\$0.00	0	\$0.00	0
Net Activity for CKG:	(\$20,805.17)			

Report Totals

	Bank Totals	Items	Total Voids	Items
Checks	(\$20,805.17)	6	\$0.00	0
Deposits	\$0.00	0	\$0.00	0
Deductions	\$0.00	0	\$0.00	0
Additions	\$0.00	0	\$0.00	0
Bank Charges	\$0.00	0	\$0.00	0
Net Activity:	(\$20,805.17)			

AP Enter Bills Edit - Council Report

3/24/2023 9:15:43 AM

City of Sedgwick (SEDGKS)
Batch: AAABRP

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Vendor	Description	Check Date	Invoice#	Check#	Check Total
AGRI ENVIRONMENTAL SERVICES	SLUDGE HAUL	03/24/2023	1717	69454	\$1,300.00
CENTRAL STANDARD BREWING	PLANTER BARRELS	03/24/2023	032423CENTSTD	69455	\$200.00
COAST TO COAST SOLUTIONS	PD RUBBER GLOVES	03/24/2023	IVC0107771	69456	\$178.78
COX BUSINESS SERVICES	PHONE/FAX/TV/INTERNE	03/24/2023	032423COX	69457	\$1,279.86
FBI-LEEDA	LEADERSHIP TRAINING	03/24/2023	200082018	69458	\$795.00
FLOCK SAFETY	FLOCK CAMERA INSTALL	03/24/2023	INV-12176	69459	\$2,500.00
JOY WILLIAMS	JUDGE SERVICES	03/24/2023	032423JW	69460	\$500.00
KANSAS GAS SERVICE	GAS SERVICE	03/24/2023	032423KSGAS	69461	\$912.04
LEAGUE OF KANSAS MUNICIPALITIES	STAFF TRNG-FIN & BUD	03/24/2023	6367	69462	\$225.00
NU-LINE SIGNS	STREET POSTS	03/24/2023	26600	69463	\$780.00
PROFESSIONAL ENGINEERING CONE	SIDEWALK REPAIR	03/24/2023	529199	69464	\$3,250.00
PHILADELPHIA INSURANCE	ACCIDENT COVERAGE	03/24/2023	2005392304	69465	\$300.00
JENNIFER RICHARDSON	REFUND DOUBLE PAY	03/24/2023	032423JR	69466	\$88.10
TOWNCLOUD, INC	AGENDA SOFTWARE	03/24/2023	3800B	69467	\$50.00
EVERGY	ELECTRIC SERVICE	03/24/2023	032423EVERGY	69468	\$4,690.12
EVERGY	STREET LIGHTS	03/24/2023	032423STREETLIGHTS	69469	\$1,883.23

Total Direct Expense: \$18,932.13

Total Immediate Payments: \$18,932.13

Report Summary

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

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

3/24/2023 8:45:25 AM

City of Sedgwick (SEDGKS)
Batch: AAABRP

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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
7	AGRI ENVIRONMENTAL / AGRI ENVIRONMENTAL SERV	3/24/2023	3/24/2023	1717	\$1,300.00
1	13-00-60-6160	3-21-23 SLUDGE HAUL 32,500 GAL	32,500.0	\$0.0400	\$1,300.00
14	CENTRAL STANDARD / CENTRAL STANDARD BREWINC	3/24/2023	3/24/2023	032423CENTSTD	\$200.00
1	01-10-70-7100	PLANTER BARRELS-DOWNTOWN FLOWERS	1.0	\$200.0000	\$200.00
4	COAST / COAST TO COAST SOLUTIONS	3/24/2023	3/24/2023	IVC0107771	\$178.78
1	01-03-70-7250	PD RUBBER GLOVES	1.0	\$178.7800	\$178.78
12	COX / COX BUSINESS SERVICES	3/24/2023	3/24/2023	032423COX	\$1,279.86
1	01-01-60-6180	CH PHONE/FAX/INTERNET/TV	1.0	\$415.1600	\$415.16
2	01-05-60-6180	COURT PHONE/FAX/INTERNET/TV	1.0	\$79.8400	\$79.84
3	10-00-60-6180	WATER PHONE/FAX/INTERNET/TV	1.0	\$79.8400	\$79.84
4	13-00-60-6180	SEWER PHONE/FAX/INTERNET/TV	1.0	\$79.8400	\$79.84
5	01-03-60-6180	PD PHONE/FAX/INTERNET/TV	1.0	\$143.5200	\$143.52
6	01-11-60-6180	MAINT SHOP 320 N WASH PHONE	1.0	\$34.1200	\$34.12
7	01-04-60-6180	FIRE PHONE/INTERNET	1.0	\$113.1200	\$113.12
8	13-00-60-6180	SEWER PLANT PHONE/INTERNET	1.0	\$153.1200	\$153.12
9	01-06-60-6180	POOL PHONE/INTERNET	1.0	\$113.0600	\$113.06
10	13-00-60-6180	EAST LIFT PHONE	1.0	\$34.1200	\$34.12
11	13-00-60-6180	SOUTH LIFT PHONE	1.0	\$34.1200	\$34.12
15	FBI / FBI-LEEDA	3/24/2023	3/24/2023	200082018	\$795.00
1	01-03-60-6710	LEADERSHIP TRAINING-NYGAARD	1.0	\$795.0000	\$795.00
2	FLOCK SAFETY / FLOCK SAFETY	3/24/2023	3/24/2023	INV-12176	\$2,500.00
1	01-03-60-6290	FLOCK CAMERAS INSTALL	1.0	\$2,500.0000	\$2,500.00
5	JOY / JOY WILLIAMS	3/24/2023	3/24/2023	032423JW	\$500.00
1	01-05-60-6300	JUDGE SERVICES-J WILLIAMS	1.0	\$500.0000	\$500.00
11	KS GAS / KANSAS GAS SERVICE	3/24/2023	3/24/2023	032423KSGAS	\$912.04
1	13-00-60-6180	402 S COMM GAS SERVICE	1.0	\$53.4900	\$53.49
2	01-01-60-6180	CH GAS SERVICE	1.0	\$127.0100	\$127.01
3	01-04-60-6180	320 N WASH GAS SERVICE	0.9	\$731.5400	\$621.81
4	01-11-60-6180	320 N WASH GAS SERVICE	0.2	\$731.5400	\$109.73
6	LKM / LEAGUE OF KANSAS MUNICIPALITIES	3/24/2023	3/24/2023	6367	\$225.00
1	01-01-60-6710	STAFF TRNG-FINANCE/BUDGET-KYLE, SHELIA, PAIGE	1.0	\$225.0000	\$225.00
10	NU-LINE SIGNS / NU-LINE SIGNS	3/24/2023	3/24/2023	26600	\$780.00
1	01-10-70-7130	STREET SIGN POSTS	1.0	\$780.0000	\$780.00

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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
3	PEC / PROFESSIONAL ENGINEERING CONSULTANTS	3/24/2023	3/24/2023	529199	\$3,250.00
1	40-15-00-8210	MAKE SIDEWALK ADA-SCHOOL	1.0	\$3,250.0000	\$3,250.00
13	PHILADELPHIA / PHILADELPHIA INSURANCE	3/24/2023	3/24/2023	2005392304	\$300.00
1	01-01-60-6250	ACCIDENT INSURANCE-PHILADELPHIA	1.0	\$300.0000	\$300.00
16	RICHARDSON, JENNIFER / JENNIFER RICHARDSON	3/24/2023	3/24/2023	032423JR	\$88.10
1	10-00-00-2050	REFUND UTILITY DOUBLE PAY-PSN ERROR-J RICHARDSON	1.0	\$88.1000	\$88.10
1	TOWNCLOUD / TOWNCLOUD, INC	3/24/2023	3/24/2023	3800B	\$50.00
1	01-01-60-6200	AGENDA SOFTWARE	1.0	\$50.0000	\$50.00

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Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
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Line	GL Expense Account	Desc/Inv Stock/Alloc/Cost Code	Quantity Bought	Cost Per Unit	Line Extension
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8	WESTAR / EVERGY		3/24/2023 3/24/2023	032423EVERGY	\$4,690.12
1	01-10-60-6180	0009908927 - 505 N MADISON SCHOOL ZONE	1.0	\$25.0400	\$25.04
2	01-03-60-6180	659714280 - PD BLDG	1.0	\$155.4400	\$155.44
3	01-10-60-6180	1062940882 - 804 N MADISON ST POLE	1.0	\$35.8200	\$35.82
4	01-10-60-6180	1761794880 - 103 W 5TH ELECT AT POLE	1.0	\$23.8700	\$23.87
5	01-10-60-6180	2464686086 - 310 N MADISON AVE SCHOOL ZONE	1.0	\$24.5600	\$24.56
6	01-10-60-6180	3002790064 - 100 WHEATLAND DR STREET POLE	1.0	\$26.4500	\$26.45
7	01-10-60-6180	3175824328 - 502 N COMM STREET ELECT AT POLE	1.0	\$23.8700	\$23.87
8	10-00-60-6180	3731495616 - 404 N HARRISON EAST WATER TOWER	1.0	\$130.5900	\$130.59
9	13-00-60-6180	3738109015 - 1900 N WASH WWTP	1.0	\$2,022.0700	\$2,022.07
10	01-04-60-6180	3742938337 - 316 N WASH FIRE BLDG	1.0	\$84.0100	\$84.01
11	01-11-60-6180	3743030616 - 324 N WASH SHOP	1.0	\$69.3200	\$69.32
12	01-08-60-6180	3748198293 - 204 W 4TH PARK LIGHTS	1.0	\$43.5300	\$43.53
13	01-06-60-6180	4920122509 - 403 N FRANKLIN POOL	1.0	\$269.6800	\$269.68
14	01-01-60-6180	5043441260 - 107 W 5TH SR CTR	1.0	\$227.6500	\$227.65
15	01-01-60-6180	5111455161 - CITY HALL	1.0	\$134.3700	\$134.37
16	13-00-60-6180	7277816660 - 402 N HARRISON EAST LIFT	1.0	\$116.8900	\$116.89
17	01-10-60-6180	7610673523 - 100 INDUSTRIAL DR STREET POLE	1.0	\$26.3300	\$26.33
18	10-00-60-6180	7852345322 - 501 WELLHOUSE RD, WATER	1.0	\$23.8700	\$23.87
19	01-10-60-6180	8514115281 - 413 W 4TH SCHOOL ZONE	1.0	\$25.0000	\$25.00
20	01-10-60-6180	8574522122 - 302 W 4TH SCHOOL ZONE	1.0	\$25.0500	\$25.05
21	10-00-60-6180	1282677544 - 205 W 5TH WEST WATER TOWER	1.0	\$354.5700	\$354.57
22	13-00-60-6180	3728481135 - 402 S COMM SOUTH LIFT	1.0	\$147.5100	\$147.51
23	13-00-60-6180	3742907574 - 308 N WASH MAIN LIFT	1.0	\$306.5700	\$306.57
24	10-00-60-6180	3749459455 - 518 W 5TH WEST WELL HOUSE	1.0	\$166.1700	\$166.17
25	01-11-60-6180	7510510077 - 200 E INDUSTRIAL DR	1.0	\$201.8900	\$201.89

9	WESTAR / EVERGY		3/24/2023 3/24/2023	032423STREETLIGHTS	\$1,883.23
1	01-10-60-6180	STREET LIGHTS	1.0	\$1,883.2300	\$1,883.23

Grand Totals

Total Direct Expense:	\$18,932.13
Total Immediate Payments:	\$18,932.13

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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

Report Summary

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

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Vendor	Description	Check Date	Invoice#	Check#	Check Total
AG SPRAY EQUIPMENT	SPRAYER UNIT/SUPPLIE	03/31/2023	648241	69470	\$3,029.53
BRETT BOGUNOVICH	REIMB BOOTS-BRETT	03/31/2023	033123BB	69471	\$173.59
CONRADE INSURANCE GROUP INC	CYBER SECURITY INS	03/31/2023	13385	69472	\$3,478.92
CORE & MAIN	BARB FITTINGS/COUPLG	03/31/2023	S477682	69473	\$90.30
FELD FIRE	INNOTEX CLOTHING	03/31/2023	0417769-IN	69474	\$6,278.66
KANSAS DEPT OF REVENUE	WATER SALES TAX	03/31/2023	033123SALESTAX	69476	\$173.29
LEAGUE OF KANSAS MUNICIPALITIES	FINANCE TRAINING	03/31/2023	6453	69477	\$100.00
NYGAARD, LEE	EVIDENCE TAPE	03/31/2023	033123LN	69478	\$47.69
MAVIS TETTEH	REFUND VENDOR FEE	03/31/2023	033123MT	69479	\$50.00
WHITE STAR	MAINT PARTS/SUPPLIES	03/31/2023	05277740	69480	\$343.01

Total Direct Expense: \$13,764.99

Total Immediate Payments: \$13,764.99

Report Summary

Report Selection Criteria

Report Type: Detailed

Start End

Transaction Number: Start End

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City of Sedgwick (SEDGKS)
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Page 1

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
Line	GL Expense Account	Desc/Inv Stock/Alloc/Cost Code	Quantity Bought	Cost Per Unit	Line Extension
8	AG SPRAY / AG SPRAY EQUIPMENT	3/31/2023	3/31/2023	648241	\$3,029.53
1	01-10-70-7420	SPRAYER UNIT, CLEANER/VALVES	0.3	\$3,029.5500	\$757.39
2	01-08-70-7420	SPRAYER UNIT, CLEANER/VALVES	0.3	\$3,029.5300	\$757.38
3	10-00-70-7420	SPRAYER UNIT, CLEANER/VALVES	0.3	\$3,029.5300	\$757.38
4	13-00-70-7420	SPRAYER UNIT, CLEANER/VALVES	0.3	\$3,029.5300	\$757.38
5	BOGUNOVICH / BRETT BOGUNOVICH	3/31/2023	3/31/2023	033123BB	\$173.59
1	01-10-70-7250	REIMB BOOTS-B BOGUNOVICH	0.3	\$173.5900	\$43.40
2	01-11-70-7250	REIMB BOOTS-B BOGUNOVICH	0.3	\$173.5900	\$43.40
3	10-00-70-7250	REIMB BOOTS-B BOGUNOVICH	0.3	\$173.5900	\$43.40
4	13-00-70-7250	REIMB BOOTS-B BOGUNOVICH	0.3	\$173.5500	\$43.39
3	CONRADE / CONRADE INSURANCE GROUP INC	3/31/2023	3/31/2023	13385	\$3,478.92
1	01-01-60-6250	CYBER INS-ADMIN	1.0	\$459.9200	\$459.92
2	01-03-60-6250	CYBER INS-PD	1.0	\$457.9400	\$457.94
3	01-05-60-6250	CYBER INS-LEGAL	1.0	\$42.7100	\$42.71
4	01-04-60-6250	CYBER INS-FIRE	1.0	\$322.6100	\$322.61
5	01-01-60-6250	CYBER INS-LIBRARY	1.0	\$265.4300	\$265.43
6	01-08-60-6250	CYBER INS-PARKS	1.0	\$268.7500	\$268.75
7	01-06-60-6250	CYBER INS-POOL	1.0	\$278.2400	\$278.24
8	01-01-60-6250	CYBER INS-SR CTR	1.0	\$202.3200	\$202.32
9	01-09-60-6250	CYBER INS-CEMETERY	1.0	\$154.9400	\$154.94
10	01-10-60-6250	CYBER INS-STREETS	1.0	\$252.1400	\$252.14
11	12-00-60-6250	CYBER INS-REFUSE	1.0	\$45.7900	\$45.79
12	10-00-60-6251	CYBER INS-WATER	1.0	\$393.7200	\$393.72
13	13-00-60-6250	CYBER INS-WWTP	1.0	\$334.4100	\$334.41
7	CORE & MAIN / CORE & MAIN	3/31/2023	3/31/2023	S477682	\$90.30
1	10-00-70-7130	BARB FITTINGS/COUPLINGS/ADAPTERS	1.0	\$90.3000	\$90.30
13	FELD / FELD FIRE	3/31/2023	3/31/2023	0417769-IN	\$6,278.66
1	41-04-00-4350	INNOTEX CLOTHING-GEAR/COATS/BOOTS/GLOVES/HE LMETS	1.0	\$6,278.6600	\$6,278.66
12	KS DEPT OF REV - SALES TAX / KANSAS DEPT OF REV	3/31/2023	3/31/2023	033123SALESTAX	\$173.29
1	10-00-60-6156	WATER SALES TAX	1.0	\$173.2900	\$173.29
1	LKM / LEAGUE OF KANSAS MUNICIPALITIES	3/31/2023	3/31/2023	6453	\$100.00
1	01-01-60-6710	FINANCE TRAINING-AGEE, NORDICK	1.0	\$100.0000	\$100.00

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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
2	NYGAARD / NYGAARD, LEE	3/31/2023	3/31/2023	033123LN	\$47.69
1	01-03-70-7010	GALLS-EVIDENCE TAPE	1.0	\$47.6900	\$47.69
4	TETTEH / MAVIS TETTEH	3/31/2023	3/31/2023	033123MT	\$50.00
1	36-00-00-4710	REFUND MOONLIGHT MKT VENDOR FEE-M TETTEH	1.0	\$50.0000	\$50.00
6	WHITE STAR / WHITE STAR	3/31/2023	3/31/2023	05277740	\$343.01
1	01-10-70-7110	STREET SWEEPER MOUNT	1.0	\$244.3300	\$244.33
2	10-00-70-7100	WHITE STAKE FLAG	0.5	\$12.9900	\$6.50
3	13-00-70-7100	WHITE STAKE FLAG	0.5	\$12.9900	\$6.50
4	01-10-70-7110	SKIT STEER SUPPLIES-HYD OIL, SPOUT	0.3	\$85.6900	\$21.42
5	01-11-70-7110	SKIT STEER SUPPLIES-HYD OIL, SPOUT	0.3	\$85.6900	\$21.42
6	10-00-70-7110	SKIT STEER SUPPLIES-HYD OIL, SPOUT	0.3	\$85.6900	\$21.42
7	13-00-70-7110	SKIT STEER SUPPLIES-HYD OIL, SPOUT	0.3	\$85.6900	\$21.42
Grand Totals					
				Total Direct Expense:	\$13,764.99
				Total Immediate Payments:	\$13,764.99

Report Summary

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

**City of Sedgwick
City Council Meeting
April 5, 2023**

TO: Mayor and City Council

SUBJECT: Ideatek Proposal

INITIATED BY: Administration

AGENDA: New Business

Background: Ideatek is a telecommunications company located in Buhler Kansas. The City recently approved a franchise agreement with Ideatek to enable broadband fiber to be ran through town for residential and commercial utilization.

The agreement for your consideration is to provide all City sites with broadband fiber services.

Financial Considerations: The financial breakdown of the current contract is below. Potential annual increase in price would be \$400 when compared to our current speed.

Cox Current	\$996.53/month
Cox Broadband 100 x 100 5 year locked price	\$1,510.38/ month
Ideatek 100 x 100 5 year locked price	\$1,030.00/ month \$1,200.00 one-time installation

Attachment: Quotations

Service Agreement



Customer Information

City of Sedgwick
520 North Commercial Avenue
Sedgwick KS 67135

Contract Term: **5 Years**

Services

Data	Price	Qty	Total
Business Fiber Internet (100/100 Mbps) 4 locations: City Hall - 520 N Commercial Ave, Sedgwick, KS 67135 Fire Station - 316 N Washington Ave, Sedgwick, KS 67135 Sewer Plant - 1900 N Washington Ave, Sedgwick, KS 67135 Swimming Pool - 403 N Franklin Ave, Sedgwick, KS 67135	\$ 100.00	4	\$ 400.00
Business Fiber Internet (100/100 Mbps) 4 locations: Maintenance Shop - 320 N Washington Ave, Sedgwick, KS 67135 Police Station - 505 N Commercial Ave, Sedgwick, KS 67135 East Lift Station - 402 N Harrison Ave, Sedgwick, KS 67135 South Lift Station - 402 S Commercial Ave, Sedgwick, KS 67135	\$ 50.00	4	\$ 200.00
Internet service at these locations is for phone service only			

Recurring Charge

Static IP Address City Hall - 520 N Commercial Ave, Sedgwick, KS 67135 Fire Station - 316 N Washington Ave, Sedgwick, KS 67135 Sewer Plant - 1900 N Washington Ave, Sedgwick, KS 67135 Swimming Pool - 403 N Franklin Ave, Sedgwick, KS 67135 Maintenance Shop - 320 N Washington Ave, Sedgwick, KS 67135 Police Station - 505 N Commercial Ave, Sedgwick, KS 67135 East Lift Station - 402 N Harrison Ave, Sedgwick, KS 67135 South Lift Station - 402 S Commercial Ave, Sedgwick, KS 67135	\$ 10.00	8	\$ 80.00
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Voice

Hosted Phone System - Users 5 locations: City Hall - 520 N Commercial Ave, Sedgwick, KS 67135 (7 Phones) Fire Station - 316 N Washington Ave, Sedgwick, KS 67135 (1 Phone) Sewer Plant - 1900 N Washington Ave, Sedgwick, KS 67135 (1 Phone) Maintenance Shop - 320 N Washington Ave, Sedgwick, KS 67135 (1 Phone) Swimming Pool - 403 N Franklin Ave, Sedgwick, KS 67135 (1 Phone) Police Station - 505 N Commercial Ave, Sedgwick, KS 67135 (2 Phone)	\$ 20.00	13	\$ 260.00
Analog Phone (Fax Line) 2 locations: City Hall - 520 N Commercial Ave, Sedgwick, KS 67135 (1 Fax) Police Station - 505 N Commercial Ave, Sedgwick, KS 67135 (1 Fax)	\$ 25.00	2	\$ 50.00
Analog Phone (Alarm Line) 2 locations: South Lift Station - 402 S Commercial Ave, Sedgwick, KS 67135 (1 alarm line) East Lift Station - 402 N Harrison Ave, Sedgwick, KS 67135 (1 alarm line)	\$ 20.00	2	\$ 40.00

Monthly Total \$ 1,030.00

One Time Charges

	Price	Qty	Total
Install Fee - One Time (Internet)	\$ 100.00	8	\$ 800.00
Install Fee - One Time (Phone)	\$ 50.00	8	\$ 400.00
One Time Total			\$ 1,200.00

Additional Order Terms

The City of Sedgwick will provide their own routing/wifi at all 8 sites.

IdeaTek will also provide free public Wi-Fi to two locations under jurisdiction that we build that specific area out within our current mapping plan. (If city decides to have IdeaTek manage the WI-FI those locations will have a cost for that service)

This agreement is subject to Ideatek agreeing to build out city of Sedgwick and to cover all eight of these locations.

As further consideration for this agreement, IdeaTek agrees to buy out Customer's current contract with Cox Communications in an amount not to exceed \$4,500.00. Upon request by IdeaTek, Customer agrees to supply IdeaTek with documentation showing the exact dollar amount required to buy out the existing contract with Cox Communications or Customer will agree to execute any documents allowing IdeaTek to accomplish the buy out.

Signatures

By signing below, Customer and IdeaTek agree to the terms and conditions of this Agreement.

IdeaTek Telcom, LLC

("IdeaTek", referenced herein)

City of Sedgwick

("Lessee" or "Customer", referenced herein)

Signature

Date

Signature

Date

Printed Name

Printed Name

Title

Title

Technical Contact (IT)

Name

Company (if applicable)

Phone Number

Email

Terms & Conditions and Service Level Agreement

IdeaTek Telcom, LLC

- 1. Payment** Customer shall pay for all monthly service charges. Unless stated otherwise herein, monthly charges for Services shall begin upon installation. IdeaTek shall notify customer when installation / activation of Service is complete. Any amount not received by the due date shown on the applicable bill will be subject to a late charge at the maximum rate allowed by law. Customer shall pay the monthly fees specified in the "Service Agreement" section of this contract for the use of the Services. Taxes will be separately stated on the Customer's invoice. If Customer is tax-exempt under Federal or state law, Customer may submit to IdeaTek a tax-exempt certificate which is valid with the appropriate taxing authority and IdeaTek will not assess the applicable tax to Customer. Customer shall notify IdeaTek if Customer's tax-exempt status changes during the term of this Agreement. No interest will be paid on deposits unless otherwise required by law.
- 2. Use** Customer may use the Services for any lawful purpose, provided that such purpose does not interfere with or impair service or the privacy of any communication over any of the facilities and equipment comprising the IdeaTek networks.
- 3. Service Date and Term** This Agreement shall be effective upon execution by the parties. Services shall be provided for the applicable term specified in the "Service Agreement" section of this contract. IdeaTek shall use reasonable efforts to make the Services available by the requested service date in this Agreement. IdeaTek shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from normal construction or for reasons beyond its control. If Service is provided on a month-to-month basis, Service shall continue until cancelled in writing by Customer. If Service is provided for a specific term as set forth in this Agreement, then Customer may terminate Service by providing 30 day advance written notice to IdeaTek, however, Customer may be subject to a termination liability as set forth in Section 8 of this Agreement unless the termination is due to default or breach of this Agreement by IdeaTek.
- 4. Customer Responsibilities** Customer is responsible for arranging all necessary rights of access within the Service premises, including space for cables, conduits, and equipment as necessary for IdeaTek-authorized personnel to install, repair, inspect, maintain, replace or remove any and all facilities and equipment provided by IdeaTek. Such access shall include provision for 24/7 access to said equipment and facilities and, if necessary, temporary provisioning of cable and electronic equipment. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for IdeaTek's equipment. Customer shall use the Services in compliance with all applicable laws and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties.
- 5. Equipment** Customer agrees that IdeaTek shall retain all rights, title and interest to facilities and equipment installed by IdeaTek thereunder and that Customer shall not create or permit to be created any liens or encumbrances on such equipment. Upon disconnection of the Services, IdeaTek shall remove its equipment and shall have the right, but not the obligation, to remove all other IdeaTek owned facilities from any applicable premises. IdeaTek shall use reasonable efforts to maintain the Services at no cost to Customer provided, however, that

IdeaTek shall have no responsibility for the maintenance or repair of facilities and equipment it does not furnish and IdeaTek may assess Customer a charge for any service call when no trouble is found in IdeaTek's facilities.

6. **Default** If Customer fails to comply with any material provision of this Agreement, including, but not limited to failure to make payment as specified, and if such failure continues for ten (10) days after IdeaTek gives written notice to Customer of same, then IdeaTek, at its sole option, may elect to pursue one or more of the following courses of action: (i) terminate this Agreement whereupon all sums then due and payable shall become immediately due and payable, (ii) suspend all or any part of Services, and/or (iii) pursue any other remedies as may be provided at law or in equity, including the applicable termination liabilities in Section 8. IdeaTek shall be in Default under this Agreement if it fails to comply with the terms of this Agreement and such failure continues for ten (10) days after Customer gives written notice to IdeaTek.
7. **Limitations of Liability** If the Service is unavailable, interrupted, degraded, or experiences a service interruption or outage for any reason, Customer's sole and exclusive remedy shall be the credit allowances in Section 9 or its right to terminate this Agreement as provided herein. IdeaTek shall not be liable for any damages for services or equipment of others or for any act or omission of any entity furnishing to customer services or equipment used with the services. IdeaTek shall be entitled to take and shall have no liability for any action necessary, including disconnection, to bring the services into conformance with any governmental mandate. In no event shall IdeaTek be liable for any special, consequential, indirect, exemplary or punitive damages as a result of its performance or nonperformance of this Agreement.
8. **Termination** Customer, at its sole option, may terminate this Agreement for any reason, provided, however, that all sums for Services rendered shall become immediately due and payable. If Services are subject to a specific term as set forth in this Agreement, Customer shall be liable for a termination liability which shall be equal to all charges for Services rendered to date of termination; plus the monthly recurring charge (MRC) for Services for the remaining term selected by Customer.

IdeaTek may terminate or offer an amendment to any service(s) which is part of this Agreement where regulatory changes, technological changes, increases in associated resale costs and/or other direct costs, or other unknown factors (at this time), cause an unreasonable increase (in IdeaTek's judgement) in the costs of providing such service(s), provided such termination will not incur a termination penalty to the Customer.

9. **Service Interruptions/Credit Allowances** Service Interruption is a loss of Services or a degradation of signal to the Customer that adversely affects the ability of Customer to use the Services. A credit allowance will be given when the Service is interrupted, except as specified below. A Service Interruption is not a Default under this Agreement but may entitle Customer for credit allowances as provided herein. An interruption period begins when Customer reports an interruption in Service to IdeaTek. Credit allowances shall not apply to interruptions: (i) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents, (ii) due to failure of power or other equipment provided by Customer or others; (iii) during any period in which IdeaTek is not allowed access to the Service premises; (iv) due to maintenance and repair operations scheduled in advance with Customer; (v) caused by fiber cuts or other wiring cuts on the premises of Customer (unless caused by IdeaTek); (vi) caused by an outage in Customer's internal network, internal wiring, Private Branch Exchange (PBX) or multiplexers; (vii) caused by an outage in Customer's long distance network or switching equipment; or (viii) force majeure.

Interruption Length	Percentage MRC Credit	Percentage MRC Credit Ring Protected
Less than 5 minutes (99.99% availability)	None	None
5 minutes up to 2 hrs	10% of MRC	20% of MRC
2 hours up to 4 hrs	25% of MRC	50% of MRC
greater than 4 hrs	50% of MRC	100% of MRC

The Service Interruption Credit amount will be based upon the MRC for the Services affected by the Service Interruption as reasonably determined by IdeaTek. For an example, if the Customer has a multi-site network and experiences a loss of service for more than 1 hour to one site on that network, Customer will be issued a credit, as described above, based upon the MRC applicable to the affected site only. **All** credits for Service Interruptions must be requested by Customer within 10 business days of Service Interruption and request must be made to IdeaTek's Customer Service Department. Please include your Trouble Ticket number for credit verification. In no event shall the Credit allowance to Customer in any thirty (30) day period exceed one month's MRC.

10. **Indemnity** To the extent permitted by law, IdeaTek, its affiliates, and each of their respective owners, directors, employees, officers and agents shall be indemnified, defended and held harmless by Customer against all claims, suits, proceedings, expenses, losses, liabilities or damages (collectively "Claims") arising from use of Services pursuant to this Agreement involving: (i) Claims of third parties, including patrons or end users of Customer, arising out of, resulting from, or related to the Customer's resale or attempted resale of the Services; (ii) Claims for libel, slander, invasion of privacy, or any infringement of copyright or other intellectual property rights arising from any communication using the Services; (iii) claims arising out of any act or omission of Customer, or end users of Customer, in connection with the Services made available to Customer including claims, without limitation, for all litigation costs, reasonable attorneys' fees and court costs, settlement payments, and any other damages awarded or resulting from any such Claims to the extent allowed by law.
11. **Assignment** Either party may assign this Agreement to any entity merging with a party, or to any entity acquiring substantially all of the assets of a party upon prior notice to the other party, and provided that the assignee shall agree to be bound by the terms and conditions of this Agreement.
12. **Warranties** There are no agreements, warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular purpose, relating to the Services except those expressly set forth herein.
13. **Regulatory Authority-Force Majeure** This Agreement may be subject to filing with the regulatory authority with jurisdiction over the Services. If this Agreement is required to be filed, Customer shall execute such additional forms as are reasonably necessary to permit IdeaTek to make an appropriate filing. In some states, this Agreement may not be effective until approved by such regulatory authority. If this Agreement and/or the related filing documents are not approved by the applicable regulatory authority, IdeaTek may terminate this Agreement. This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, administrative orders, as amended. Additional terms and conditions contained in tariffs on file with regulatory authorities are incorporated herein. In no event shall either party have any claim against the other for failure of performance if such failure is caused by

acts of God, natural disasters including fire, flood, or winds, civil or military action, including riots, civil insurrections or acts of terrorists or the taking of property by condemnation.

14. **Trouble Reports** IdeaTek shall maintain a 24 hours a day 7 days a week point-of-contact for staff to report service troubles, outages or service interruptions. Trouble Reports received by IdeaTek will be responded to within one (1) hour after receipt of the Trouble Report. IdeaTek will endeavor to cure the issue addressed in the Trouble Report within two (2) hours after receipt of the Trouble Report.
15. **Service Installation** IdeaTek shall use commercially reasonable effort to install, provision and make the Services available for Customer's use within time frame estimates provided to customer at time of installation. Service availability shall mean that IdeaTek has completed its obligations to install the IdeaTek equipment and facilities set forth in the Agreement necessary to provide Customer the Services. Installation Delays outside of IdeaTek's control may occur from time to time and in this event IdeaTek will notify customer.
16. **Agreement Modification** This Agreement may be modified, waived or amended only by a written instrument signed by the party against which enforcement thereof is sought, shall be binding upon the parties' respective successors and assigns, and constitutes the entire agreement between IdeaTek and Customer. The rights and obligations of the parties under this Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.
17. **E-Rate Customers** Customers seeking reimbursement under the Federal Universal Service Fund agree that it is the customer's responsibility to file for such reimbursement (E-Rate funding). If E-Rate funding is denied or decreased by the Schools and Libraries Division of USAC, IdeaTek may then elect to decrease the level of Services provided, invoice customer for the unpaid balance of this service contract not fulfilled by E-Rate funding, or terminate this agreement at its exclusive option. Customer invoice will be credited at the time of E-Rate reimbursement receipt.
18. **Taxes and Fees** Customer agrees that the Services rendered may be subject to additional taxes, franchise fees, and other government-mandated fees which IdeaTek is obligated to collect and remit for and/or to different governmental entities and such taxes and fees will be in addition to any quoted service rates.
19. **Surcharges** Consistent with industry-standards, Customer agrees IdeaTek may charge surcharges associated with taxes and surcharges imposed on IdeaTek for doing business within certain jurisdictions and to recover costs related to the administration of the same. The taxes, for which IdeaTek seeks reimbursement through these surcharges, are not covered by the standard tax exemption rules except that the fee to recover administrative costs is covered by the same exemption rules as applies to the Federal Universal Fund Surcharge. The taxes recovered through the surcharges are true costs of doing business to IdeaTek. The surcharges are applied to every customer unless prohibited by customer contract or, in the case of the administrative expense fee, applied to every customer unless exempt from the Federal Universal Fund Surcharge. Such surcharges will be in addition to any quoted service rates.
20. **Voice Services** Voice Services (including access to IdeaTek's enhanced 911 service) require electrical power supplied at the Customer premise. Although IdeaTek does not offer a battery backup system, please contact us and we can assist Customer in locating a proper solution that can provide battery backup services to avoid any downtime in the event of an electrical power outage. IdeaTek will not be responsible for the monitoring and/or replacing of a backup battery not supplied by IdeaTek. If the equipment that supplies Customer's telephone Service is disconnected or removed and a battery backup is not installed or the battery is not charged, Service, including access to E911, will not be available. Customer acknowledges that IdeaTek uses Customer's telephone Service address to identify its location for E911 Service. **Tampering, modifying, or changing any equipment or cabling installed or maintained by IdeaTek IS DANGEROUS and may result in service outages, including outages of emergency 911 service.** Customer understands that certain telephone services selected may be subject to rates, terms and conditions contained in tariffs on file with, as well as the regulations of, the Kansas State Corporation Commission, and/or the Federal Communications. IdeaTek is required to provide service to all reasonable requests in its designated service area(s). Unresolved questions concerning service availability can be directed to the Kansas Corporation Commission's Office of Public Affairs and Consumer Protection department at 800.662.0027 or public.affairs@kcc.ks.gov.
21. **ENHANCED 911 (E911).** For emergency calls, Ideatek utilizes Enhanced 911 service (E911) which works the same as 911, but will provide the telephone number and location automatically to the emergency service operator. For more information on IdeaTek's E911 service, please go to www.ideatek.com/legal or contact us directly at (855) 433-2835.

When we initially set up Customer's account, we also register Customer's service address according to the information Customer provides to us. Customer may also able to change this information themselves by going to the IdeaTek Voice self-service portal.

IMPORTANT: IDEATEK E911 SERVICES WILL NOT FUNCTION IF THE IDEATEK EQUIPMENT FAILS OR IF CUSTOMER'S SERVICE IS INTERRUPTED OR IS NOT FUNCTIONING FOR ANY OTHER REASON, INCLUDING BUT NOT LIMITED TO: A POWER OUTAGE LASTING BEYOND BATTERY BACKUP, IF ANY; AN IDEATEK NETWORK SERVICE OUTAGE; A NETWORK OUTAGE (INCLUDING POWER OUTAGES) ON CUSTOMER'S LOCAL NETWORK OR ROUTER; OR BUT NOT LIMITED TO IF CUSTOMER'S SERVICE IS DISCONNECTED AT CUSTOMER'S REQUEST OR FOR NON-PAYMENT OF IDEATEK SERVICE CHARGES.

CUSTOMER ACKNOWLEDGES THERE ARE IMPORTANT LIMITATIONS TO THE E911 SERVICE DESCRIBED ABOVE AND AGREES TO REVIEW THE E911 DISCLOSURE/NOTIFICATION ON THE IDEATEK WEBSITE,

PROVIDED BY IDEATEK FOR SAID LIMITATIONS AND/OR CONTACT IDEATEK WITH ANY CONCERNS OR QUESTIONS.

22. **Miscellaneous Paragraphs** The following paragraphs are elected by both parties to be included in the contract:

[Paragraph 21 intentionally left blank]

Business Name: City of Sedgwick



2/13/2023

*Based off a new 5 year contract and renewing all services

Existing Service Description	Qty	Price	Total
City of Sedgwick City Hall (520 N Commercial Ave)			
Cox Business Interent 50x10 with modem	1	\$123.99	\$123.99
Phones- IPC Complete Seat	8	\$45.84	\$366.72
Utiliey Line	1	\$20.00	\$20.00
TV- 2	2	\$15.98	\$15.98
CITY OF SEDGWICK - MAINT.SHOP (320 N Washington Ave)			
TV-1	0	\$0.00	\$0.00
Voicemanager	1	\$19.50	\$19.50
CITY OF SEDGWICK FIRE (316 N Washington Ave)			
Cox Business Interent 10x2	1	\$79.00	\$79.00
Phone- Voicemanager	1	\$19.50	\$19.50
CITY OF SEDGWICK EAST LIFT (402 N HARRISON AVE)			
Voicemanager	1	\$19.50	\$19.50
City of Sedgwick Police Department (505 N Commercial)			
Select Seat	2	\$27.95	\$55.90
Individual voice mailbox	1	\$5.00	\$5.00
Utility	1	\$15.00	\$15.00
CITY OF SEDGWICK SEWER PLANT (1900 N WASHINGTON)			
Cox Business Interent 50x10	1	\$119.00	\$119.00
Voicemanager	1	\$19.50	\$19.50
CITY OF SEDGWICK SOUTH LIFT (402 S COMMERCIAL AVE)			
Voicemanager	1	\$19.50	\$19.50
CITY OF SEDGWICK SWIMMING POOL (403 N FRANKLIN)			
Cox Business Interent 10x2	1	\$78.94	\$78.94
Voicemanager	1	\$19.50	\$19.50
Monthly Recurring Charges			\$996.53

Proposed Upgrade	QTY	Price	Total
City of Sedgwick City Hall (520 N Commercial Ave)			
Cox Fiber Interent 100x100	1	245.00	245.00
Phones- IPC Complete Seat	8	40.00	320.00
Utiliey Line	1	20.00	20.00
TV- 2	1	15.98	15.98
CITY OF SEDGWICK - MAINT.SHOP (320 N Washington Ave)			
TV-1	1	0.00	0.00
Voicemanager	1	18.00	18.00
CITY OF SEDGWICK FIRE (316 N Washington Ave)			
Cox Fiber Interent 100x100	1	245.00	245.00

Phone- Voicemanager	1	18.00	18.00
CITY OF SEDGWICK EAST LIFT (402 N HARRISON AVE)			
Voicemanager	1	18.00	18.00
City of Sedgwick Police Department (505 N Commercial)			
Select Seat	2	20.70	41.40
Individual voice mailbox	1	5.00	5.00
Utility	1	20.00	20.00
CITY OF SEDGWICK SEWER PLANT (1900 N WASHINGTON)			
Cox Fiber Interent 100x100	1	245.00	245.00
Voicemanager	1	18.00	18.00
CITY OF SEDGWICK SOUTH LIFT (402 S COMMERCIAL AVE)			
Voicemanager	1	18.00	18.00
CITY OF SEDGWICK SWIMMING POOL (403 N FRANKLIN)			
Cox Fiber Interent 100x100	1	245.00	245.00
Voicemanager	1	18.00	18.00
Monthly Recurring Charges			\$1,510.38
Net Difference			\$513.85
One Time Charges & Fees			0.00

Pricing is valid for 14 Business days

Taxes, Fees, and Surcharges will apply & are not necessarily quoted

Alex Harrison
Account manager
316-932-2715

**City of Sedgwick
City Council Meeting
April 5, 2023**

TO: Mayor and City Council

SUBJECT: 2023 Sidewalk ADA Ramp Replacement Plan

INITIATED BY: Public Works & Utilities Department

AGENDA: New Business

Recommendation: Approve the 2023 Sidewalk ADA Ramp Replacement Plan.

Background: Kansas law places maintenance and repair of sidewalks on the adjacent homeowner. There are 26 intersections west of the tracks with sidewalks that have ADA access. Staff recently conducted a visual survey of all ramps ranking them from 1-5, with 1 being the worst and 5 being the best.

The five (5) intersections identified for replacement currently either had no ADA access or were in poor conditions.

Financial Considerations: After the 2022 transfer, the balance of the Special Streets & Highway fund is \$196,743. Of those funds, \$46,338 can be utilized for sidewalk repairs and maintenance. If approved, the total cost to replace the identified sections is \$34,292.

Recommendations/Actions: It is recommended that the City Council approve the 2023 Sidewalk ADA Ramp Replacement Plan.

An aerial photograph of a suburban neighborhood. The image shows a grid of streets with houses, trees, and some swimming pools. A semi-transparent grey rectangle is overlaid in the center, containing the title text. A thin white vertical line is positioned to the left of the text.

2023 Sidewalk ADA Ramp Replacement Plan

Findings

- Kansas law places maintenance and repair of sidewalks on the adjacent homeowner
 - 26 intersections west of the tracks with sidewalks that have ADA access
 - Staff ranked the ramps 1-5 (with 1 being the worst and 5 being the best)
 - 5 intersections identified where ADA ramps were either not installed or were in dilapidated conditions
 - \$46,338 of 2023 funds available for repair/replacement of sidewalks
-



8th & Commercial

- Non-existing ramp access north of 8th street
- Broken and dilapidated sidewalk ramp access on SW & SE corners
- Cost - \$4,627



8th & Franklin

- Non-existing ramp access; 3" curb drop off
- Cost - \$2,500



4th & Madison

- Broken & dilapidated concrete
- Uneven surfaces grater than 1"
- Cost - \$9,145

6th & Madison

- Multiple unnecessary street access points
- Cost - \$2,500





4th & Franklin Public Park

- Broken & dilapidated concrete
- Uneven surfaces grater than 1"
- 8 ADA ramps
- Cost - \$15,520

Total - \$34,292

RECOMMENDATION: APPROVE THE 2023 SIDEWALK ADA RAMP REPLACEMENT PLAN