

**City of Sedgwick
City Council Meeting
May 6, 2026**

TO: Mayor and City Council

SUBJECT: MOU – Hillside Cemetery District

INITIATED BY: Administration

AGENDA: New Business

Background: The Hillside Cemetery District Board met on Thursday, April 23rd. At this meeting City Administrator Nordick presented a proposal for the Board and the City to partner on the purchase of a replacement tractor with the Board's contribution being \$20,000. The City had planned on replacing the Ford tractor utilized to grade roads, plowing the leaf field, and mowing the east side water tower property and DeHaven Memorial Park with funds from the Capital Equipment Fund in 2027. This agreement would expedite this purchase and be mutually beneficial for both entities.

Analysis: The Hillside Cemetery District recently lost its sexton and contracted with the Biggest Little Mowing Company to maintain the property in terms of mowing and trimming. It was proposed that the City mow the northern portion of the property that is utilized as the entrance to DeHaven Memorial Park and bill the Cemetery for time and equipment. At that time, the board was also considering purchasing a tractor for road maintenance as the one currently on-site is the property of the previous sexton.

Knowing this information, the City drafted a proposal that included a one-time donation of \$20,000 to the Public Works & Utilities Department for the purchase of (1) tractor. In return the city agrees to mow the northern portion of the cemetery property and upon written request perform road maintenance inside of the cemetery utilizing materials procured and provided by the cemetery board. If approved, this agreement would be in place for a period of 25 years, the standard life of the tractor.

Financial Considerations: If approved, the City will be remitting a \$20,000 check within 30 days of acceptance of the agreement. We will then have 30 days to purchase a tractor and begin mowing the area. Public Works staff has begun looking for used tractors and expects an expenditure between \$40-50,000 to take place.

Time spent mowing and performing maintenance on cemetery property will be billed back to the Hillside Cemetery District per the current arrangement.

Recommendation: It is recommended that City Council approve the agreement.

Attachment: Draft MOU, Exhibit A

**MEMORANDUM OF UNDERSTANDING
REGARDING TRACTOR PURCHASE AND MAINTENANCE OF HILLSIDE CEMETERY**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made on May 6, 2026, by and between the City of Sedgwick, Kansas (“City”) and Hillside Cemetery District (“District”), sometimes collectively referred to herein as the “Parties” or individually as “Party,” with reference to the following:

1. PURPOSE

The purpose of this MOU is to define the agreement between the City and the District regarding a donation of \$20,000.00 by the District to the City’s Public Works & Utilities Department (the “Funds”) which the City will use to purchase one (1) tractor (the “Equipment”) and mow portions of the cemetery identified in Exhibit A and maintain all roadways within the boundaries of Hillside Cemetery upon written request.

2. GENERAL TERMS AND CONDITIONS

A. Effective Date

This MOU is effective as of the date of signing by both parties (“Effective Date”).

B. Term and Termination

This MOU will remain valid for a period of twenty-five (25) years (the “Term”). The Term may be modified only by written agreement between the Parties.

3. Specific Terms and Conditions

A. Deposit of Funds

Within thirty (30) days of the Effective Date, the District shall deposit the Funds with the City.

B. Equipment & Mowing

Within thirty (30) days of receipt of the Funds, the City shall procure the Equipment and begin mowing the portions of Hillside Cemetery identified in Exhibit A. The Equipment shall be the property of the City. The City shall be responsible for mowing those portions of Hillside Cemetery identified in Exhibit A on an as needed basis. Routine maintenance of the tractor and mower attachment will be the sole responsibility of the City. No personnel or board members of the District may utilize the Equipment without written consent by the City Administrator.

C. Road Maintenance

Any request for maintenance of the roadways within Hillside Cemetery shall be made in writing by the Chairperson of the Hillside Cemetery Board to the City Administrator. The City shall commence such maintenance within forty-eight (48) hours, subject to delays resulting from weather conditions, availability of materials, and availability of personnel. Should anticipated delays occur, written notice of the anticipated delays with a specified timeframe for completion will be delivered to the Chairperson of the Board. All materials for maintenance of the roadways within Hillside Cemetery shall be provided by the District at the District’s expense.

D. Personnel Costs

Associated personnel costs for the mowing and maintenance of Hillside Cemetery will be charged by the City to the District in the same manner as all other charges by the City to the District.

E. Liability

The District waives and releases the City, its agents, officers, employees, and volunteers from any and all liability, claims, actions, costs, damages, or losses resulting from damage occurring to the Hillside Cemetery or to any personal property caused by maintenance of the Hillside Cemetery grounds by the City. The District agrees to defend, indemnify, and hold harmless the City against any liability, claims, actions, costs, damages, or losses of any kind for any damage to the Hillside Cemetery grounds or personal property resulting from maintenance by the City.

4. AMENDMENTS

This MOU may be altered, amended, or modified only by an instrument in writing, executed by both parties to this agreement and by no other means.

5. BINDING

Both parties to this MOU understand, acknowledge, and agree that this is a binding agreement and contract upon the parties, and these terms and conditions shall remain binding and in effect through completion of the Term.

6. ENTIRETY OF MOU

This MOU represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral, related to the Purpose of this MOU.

7. NON-ASSIGNABILITY

This MOU shall not be assignable to any third party except by written agreement between the Parties.

8. NOTICE OF BREACH AND TIME OF CURE

As a condition precedent to bringing a lawsuit or other legal or administrative proceeding for an alleged breach or default of this MOU, the non-breaching party shall, before pursuing any other remedy, provide written notice of the default or breach to the breaching party. The breaching party shall have thirty (30) days from receipt of such notice to cure the default or breach before any lawsuit or other legal or administrative proceeding may be initiated. The non-breaching party shall cooperate in any and all attempts by the breaching party to cure the default or breach during this cure period. If the default or breach is cured within the thirty (30) day cure period, the non-breaching party shall have no right to seek any additional remedy for the default or breach.

9. NOTICES

- A. All notices arising out of, or from, the provisions of this MOU shall be in writing and given to the parties at the address provided under this MOU, either by regular mail, facsimile, e-mail, or delivery in person to the properly addressed representative below.

- B. The City’s designated representative is Kyle Nordick, City Administrator: telephone number 316-722-5151, email address knordick@cityofsedgwick.org.

- C. The District’s designated representative is Bryan Chapman, Chairperson of the Hillside Cemetery Board: telephone number 316-651-6244, email address mayor@cityofsedgwick.org

IN WITNESS WHEREOF, the City and the District have executed this MOU by their respective authorized representative as set forth below to become effective upon final execution.

CITY OF SEDGWICK

HILLSIDE CEMETERY DISTRICT

Kyle Nordick
City Administrator

Bryan Chapman
Chairman

