



## **CITY COUNCIL AGENDA**

**February 21, 2023**

**THE CITY COUNCIL SHALL HOLD ITS REGULAR MEETINGS IN THE COUNCIL CHAMBER IN THE CITY HALL, LOCATED AT 121 S. MERIDIAN, BEGINNING AT 7:00 P.M.**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. INVOCATION: MINISTERIAL ALLIANCE**
- 4. PLEDGE OF ALLEGIANCE**
- 5. APPROVAL OF AGENDA p 4**
- 6. ADMINISTRATION AGENDA p 5**
  - A. City Council Meeting Minutes – February 7, 2023
- 7. PRESENTATIONS / PROCLAMATIONS p 10**
- 8. PUBLIC FORUM (*Citizen input and requests*) p 10**
- 9. APPOINTMENTS p 10**
- 10. OLD BUSINESS p 11**
  - A. Ordinance 1385-23; Re-zoning in Arbor Valley Addition p 11
  - B. Ordinance 1386-23; Re-zoning in Marquez Acres Addition p 14
- 11. NEW BUSINESS p 17**
  - A. Approval of Upgrade to Traffic Controls; 5<sup>th</sup> & Meridian p 17
  - B. Approval of purchase of Cub Cadet slope mower p 27
  - C. Approval of Main Street Valley Center Allocation p 32
  - D. Approval of Ford Street Improvements Change Order p 34
  - E. Approval of Agreement with PEC; Meridian Ave. p 40
  - F. Year end 2022 Financial review p 51
  - G. Resolution 730-23; Clearwave Fiber Right of Way Agreement p 80
- 12. CONSENT AGENDA p 100**
  - A. Appropriation Ordinance - February 21, 2023 p 101
  - B. Check Reconciliation – January 2023 p 109
  - C. Treasurer's Report – January 2023 p 113
  - D. Revenue and Expense Summary – January 2023 p 115
  - E. Economic Development Board Minutes - February 1, 2023 p 131
  - F. Valley Center Public Library Financial and Budget Reports p 134

- 13. STAFF REPORTS p 140**
- 14. GOVERNING BODY REPORTS p 145**
- 15. ADJOURN**

*All items listed on this agenda are potential action items unless otherwise noted. The agenda may be modified or changed at the meeting without prior notice.*

*At any time during the regular City Council meeting, the City Council may meet in executive session for consultation concerning several matters (real estate, litigation, non-elected personnel, and security).*

*This is an open meeting, open to the public, subject to the Kansas Open Meetings Act (KOMA). The City of Valley Center is committed to providing reasonable accommodations for persons with disabilities upon request of the individual. Individuals with disabilities requiring an accommodation to attend the meeting should contact the City Clerk in a timely manner, at [cityclerk@valleycenterks.org](mailto:cityclerk@valleycenterks.org) or by phone at (316)755-7310.*

*For additional information on any item on the agenda, please visit [www.valleycenterks.org](http://www.valleycenterks.org) or call (316) 755-7310.*

**CALL TO ORDER**

**ROLL CALL**

**INVOCATION – MINISTERIAL ALLIANCE**

**PLEDGE OF ALLEGIANCE**

## **APPROVAL OF AGENDA**

### **RECOMMENDED ACTION:**

**Staff recommends motion to approve the agenda as presented / amended.**



## **ADMINISTRATION AGENDA**

### **A. MINUTES:**

Attached are the Minutes from the February 7, 2023, regular City Council Meeting as prepared by the City Clerk.

REGULAR COUNCIL MEETING  
February 7, 2023  
CITY HALL  
121 S. MERIDIAN

Mayor Cicirello called the regular council meeting to order at 7:00 p.m. with the following members present: Matt Stamm, Chris Evans, Clint Bass, Gina Gregory, Dale Kerstetter, Robert Wilson, and Ronald Colbert.

Members Absent: Ben Anderson

Staff Present: Barry Arbuckle, City Attorney  
Lloyd Newman, Public Safety Director  
Ryan Shrack, Community Development Director  
Rodney Eggleston, Public Works Director  
Neal Owings, Parks and Public Building Director  
Gage Scheer, City Engineer  
Barry Smith, Asst. City Administrator  
Brent Clark, City Administrator  
Kristi Carrithers, City Clerk

Press present: Ark Valley News

**APPROVAL OF AGENDA**

Mayor Cicirello requested the addition of New Business E; Signature Card update approval to agenda. Stamm moved to approve the agenda as amended, seconded by Evans. Vote yea: unanimous. Motion carried.

**ADMINISTRATION AGENDA –**

**JANUARY 17, 2023, REGULAR CITY COUNCIL MINUTES-**

Wilson moved to approve the minutes of the January 17, 2023, regular City Council meeting as presented, seconded by Colbert. Vote yea: Unanimous Motion carried.

**PRESENTATIONS/PROCLAMATIONS – None**

**PUBLIC FORUM – None.**

**APPOINTMENTS –**

Mayor Cicirello requested approval of Mike McCormick to replace Richard Ranzau as the USD 262 representative on the Pool/Recreation Center Steering Committee. Stamm moved to approve the appointment, seconded by Gregory. Vote yea: Unanimous Motion carried.

**OLD BUSINESS – None**

**NEW BUSINESS-**

**A. KANSAS COLLEGIATE BASEBALL ASSOCIATION FUNDING REQUEST**

Sheldon Howell with the Kansas Collegiate League Baseball addressed Council requesting funding for the 2023 baseball season. He stated that the 2022 kids baseball camp was a huge success with 150+ kids attending. He also mentioned that several of the players were hired by the City's parks department. Ideas for the 2023 season include a fireworks show and a game played against the Valley Center Baseball team.

Gregory inquired about the ages of the children attending the kid's camp. Howell stated they ranged from t-ball to high school, divided by age. Kerstetter said that he would be in favor of increasing the amount given last year.

Stamm moved to approve \$2,000.00 donation to the Mud Daubers. Motion seconded by Evans. Kerstetter asked how other funds are raised. Howell said the players fees are a large part, but the more funds raised from the community, the less the players fees are. Vote yea: Stamm, Evans, Bass, Kerstetter and Wilson. Opposed: Gregory and Colbert. Motion carried.

**B. ORDINANCE 1385-23: RE-ZONING IN ARBOR VALLEY ADDITION**

Shrack presented two Ordinances for approval. The re-zoning in Arbor Valley and Marquez Acres additions have been approved by the Planning and Zoning Board. The re-zoning of the properties from RR-1 to R-1B is needed to reduce the building setbacks and make it possible for future homeowners to have the option to build small accessory structures, pools, on the lots and still have the necessary open space for the wastewater systems. Kerstetter confirmed that the lot size is not changing.

Kerstetter moved to approve Ordinance 1385-23, re-zoning property in the Arbor Valley Addition for 1<sup>st</sup> reading. Motion seconded by Wilson. Vote Yea: unanimous. Motion carried.

**C. ORDINANCE 1386-23: RE-ZONING IN MARQUEZ ACRES ADDITION**

Wilson moved to approve Ordinance 1386-23, re-zoning property in the Marquez Acres Addition for 1<sup>st</sup> Reading. Motion seconded by Stamm. Vote Yea: unanimous. Motion carried.

**D. REQUEST TO SOLICIT BIDS FOR 2023 MILL AND OVERLAY PROJECTS**

Public Works Director Eggleston requested approval of Request for Proposal (RFP) for 2023 Mill and Overlay projects. Streets to be re-surfaced include Meadow (from Fieldstone to Parkway) and 2nd St. (from Sheridan to Birch).

Wilson moved to approve the RFP for 2023 mill and overlay improvements, seconded by Kerstetter. Vote Yea: unanimous. Motion carried.

**E. SIGNATURE CARD UPDATE APPROVAL (ADDITION TO AMENDED AGENDA)**

Asst. City Administrator Smith introduced Desirae Womack, City Treasurer. She began with the City January 16<sup>th</sup>. Smith requested updates to the signature cards adding Womack as a designated signer at all banking institutions the city does business with.

Evans moved to approve Mayor Lou Cicirello, Council President Ben Anderson, Assistant City Administrator Barry Smith, and City Treasurer Desirae Womack as designated signers for all City bank accounts. Motion seconded by Kerstetter. Vote Yea: unanimous. Motion carried.

**CONSENT AGENDA**

- A. APPROPRIATION ORDINANCE – FEBRUARY 7, 2023
- B. CHECK RECONCILIATION – DECEMBER 2022
- C. TREASURER'S REPORT – DECEMBER 2022
- D. REVENUE AND EXPENSE REPORT – DECEMBER 2022
- E. PLANNING AND ZONING BOARD MINUTES – JANUARY 23, 2023

Wilson moved, seconded by Stamm to approve the Consent Agenda as presented. Vote Yea: Unanimous. Motion carried.

**STAFF REPORTS**

**COMMUNITY DEVELOPMENT DIRECTOR SHRACK**

Announced the Home Show in Wichita will be March 2-5<sup>th</sup>. Valley Center will once again have a booth to promote Valley Center and housing developments, schools, etc. He has a signup sheet for volunteers.

**PUBLIC SAFETY DIRECTOR NEWMAN**

Newman reported that the department has begun an accreditation program offered to departments across the State of Kansas. Departments must go through a process highlighting effective policing policy, consisting of 165 set of standards. It will be a challenge for his department, but he is excited for the program which must be completed in two years.

**PUBLIC WORKS DIRECTOR EGGLESTON**

Eggleston stood for questions regarding his staff report.

**GOVERNING BODY REPORTS –**

**MAYOR CICIRELLO**

Stated that he feels the customer service provided by Waste Connections is lacking. A discussion regarding experiences with the company was held. Mayor Cicirello was especially frustrated with the recycling program. Administrator Clark stated that he is in contact with our representative and he has found they are very willing to help as needed. Waste Connections has also been very supportive of community events and projects by providing both service and monetary donations.

**COUNCILMEMBER COLBERT**

Reported on HB236 regarding homestead property. Also plans are beginning made for Old Kansas Day, which will be an opportunity for senior citizens to meet with legislators in Topeka. Colbert also reminded everyone about an information meeting next Monday, February 13<sup>th</sup> regarding the PACK Act. Please call him as space will be limited.

Colbert moved to adjourn, second by Wilson. Vote Yea: Unanimous.

**ADJOURN -**

**Meeting adjourned at 7:44pm.**

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**Kristi Carrithers, City Clerk**

**ADMINISTRATION AGENDA**  
**RECOMMENDED ACTION**

**A. MINUTES:**

**RECOMMENDED ACTION:**

**Staff recommends motion to approve the minutes of the February 7, 2023, Regular Council Meeting as presented/ amended.**

## **PRESENTATIONS / PROCLAMATIONS**

### **PUBLIC FORUM**

### **APPOINTMENTS**

## **OLD BUSINESS**

### **A. ORDINANCE 1385-23; RE-ZONING IN ARBOR VALLEY ADDITION:**

Community Development Director Shrack will present for 2<sup>nd</sup> reading, Ordinance No. 1385-23, which rezones property located north of Ford St. and west of Craig St. from RR-1 to R-1B.

- Ordinance 1385-23

**ORDINANCE NO. 1385-23**

**AN ORDINANCE CHANGING THE ZONING DISTRICT  
CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY  
OF VALLEY CENTER, KANSAS, UNDER THE AUTHORITY GRANTED  
BY THE ZONING REGULATIONS OF THE CITY.**

**NOW THEREFORE, BE IT ORDAINED** BY THE GOVERNING BODY OF THE  
CITY OF VALLEY CENTER, KANSAS:

**SECTION 1.** Having received a recommendation from the Valley Center City Planning and Zoning Board on Case No. RZ-2023-01, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of the amended Zoning Regulations of the City as approved by Ordinance No. 1279-14, the zoning district classification of the property legally described herein is changed as follows:

Change of zoning district classification from RR-1 (Suburban Residential District) to R-1B (Single-Family Residential District).

Legal Description: Block A, Lots 1-33, Block B, Lots 1-29, Arbor Valley Addition

Legal Address: Not currently addressed, but located north of Ford St. and west of Craig St., Valley Center, KS 67147

**SECTION 2.** Upon the taking effect of this Ordinance, the above zoning change shall be entered and shown on the Official Zoning Map(s) as previously adopted by reference and said map(s) is hereby reincorporated as a part of the Zoning Regulations as amended.

**SECTION 3.** This ordinance shall take effect and be in force from and after its passage, approval and publication once in the official city newspaper.

**PASSED** by the Governing Body and signed by the Mayor of the City of Valley Center, Kansas, on this 21<sup>st</sup> day of February, 2023.

First Reading: February 7, 2023  
Second Reading: February 21, 2023

(SEAL)

/s/ \_\_\_\_\_  
Louis Cicirello, Mayor

ATTEST:

/s/ \_\_\_\_\_  
Kristi Carrithers, City Clerk



**OLD BUSINESS**  
**RECOMMENDED ACTION**

**A. ORDINANCE 1385-23; RE-ZONING IN ARBOR VALLEY ADDITION:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommends approval of Ordinance 1385-23, re-zoning property in the Arbor Valley Addition for 2<sup>nd</sup> reading.**

## **OLD BUSINESS**

### **B. ORDINANCE 1386-23; RE-ZONING IN MARQUEZ ACRES ADDITION:**

Community Development Director Shrack will present for 2<sup>nd</sup>. reading Ordinance 1386-23, which re-zones property located west of 2850 E. Ford St. from RR-1 to R-1B.

- Ordinance 1386-23

**ORDINANCE NO. 1386-23**

**AN ORDINANCE CHANGING THE ZONING DISTRICT  
CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY  
OF VALLEY CENTER, KANSAS, UNDER THE AUTHORITY GRANTED  
BY THE ZONING REGULATIONS OF THE CITY.**

**NOW THEREFORE, BE IT ORDAINED** BY THE GOVERNING BODY OF THE  
CITY OF VALLEY CENTER, KANSAS:

**SECTION 1.** Having received a recommendation from the Valley Center City Planning and Zoning Board on Case No. RZ-2023-02, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of the amended Zoning Regulations of the City as approved by Ordinance No. 1279-14, the zoning district classification of the property legally described herein is changed as follows:

Change of zoning district classification from RR-1 (Suburban Residential District) to R-1B (Single-Family Residential District).

Legal Description: Block A, Lots 1-4, Marquez Acres Addition

Legal Address: Not currently addressed, but located west of 2850 E. Ford St., Valley Center, KS 67147

**SECTION 2.** Upon the taking effect of this Ordinance, the above zoning change shall be entered and shown on the Official Zoning Map(s) as previously adopted by reference and said map(s) is hereby reincorporated as a part of the Zoning Regulations as amended.

**SECTION 3.** This ordinance shall take effect and be in force from and after its passage, approval and publication once in the official city newspaper.

**PASSED** by the Governing Body and signed by the Mayor of the City of Valley Center, Kansas, on this 21<sup>st</sup> day of February, 2023.

First Reading: February 7, 2023  
Second Reading: February 21, 2023

(SEAL)

/s/ \_\_\_\_\_  
Louis Cicirello, Mayor

ATTEST:

/s/ \_\_\_\_\_  
Kristi Carrithers, City Clerk

**OLD BUSINESS**

**RECOMMENDED ACTION**

**B. ORDINANCE 1386-23; RE-ZONING IN MARQUEZ ACRES  
ADDITION:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommends approval of Ordinance 1386-23, re-zoning property in the Marquez Acres Addition for 2<sup>nd</sup>. reading.**

## **NEW BUSINESS**

### **A. APPROVAL OF UPGRADE TO TRAFFIC CONTROLS:**

Public Works Director Eggleston will request approval to upgrade the traffic control system at 5<sup>th</sup> and Meridian. Three quotes were obtained for control software and installation. Staff recommendation is approval of quotes from Gades Sales and installation by Phillips Southern Electric Co.

- Staff Memo
- Quote sheet
- Software quotes
- Installation quotes



**February 21 2023**

**To: Mayor Cicirello & Members of Council**

**From: Rodney Eggleston – Public Works Director**

**Subject: Approval of the Upgrade of the Traffic Control System at 5<sup>th</sup> & Meridian**

## **BACKGROUND**

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The control system with the Traffic Signal located at 5<sup>th</sup> & Meridian has become obsolete. There have been several instances in the past few years that this signal has stopped functioning and then needed temporary stop signs placed. Sometimes simply resetting the signal resolves the issue. Sometimes support must be called in. On one of these support visits, we were advised that the hardware controlling this signal is obsolete and repairs are to become increasingly difficult. This is a very busy intersection and when it is not functioning, can be a hassle.

## **PROPOSAL**

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We have included 3 quotes for the replacement of the control software and three to perform the installation. We have also included a spreadsheet of a breakdown of the proposed costs.

## **FINANCIAL CONSIDERATION**

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This purchase will need to be taken from the System Improvement line item from the capital outlay in the Special Highway fund.

## **SUMMARY**

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City staff are requesting approval for the attached quote from Gades Sales Co. Inc. for \$14992.00 along with the installation by Phillips Southern Electric Co. for \$6995.00 for a total project cost not to exceed \$21,987.00.

Sincerely,

Rodney Eggleston  
Public Works Director

**5th & Meridian Traffic Signal Control Hardware Upgrade**

	<b><u>Iteris</u></b>	<b><u>Gades</u></b>	<b><u>Mid American Signal</u></b>
	\$ 17,003.51	\$ 14,992.00	\$ 21,204.00
<b>Installation (Phillips Southern)</b>	\$ 6,995.00	\$ 6,995.00	\$ 6,995.00
<b>Total</b>	\$ 23,998.51	\$ 21,987.00	\$ 28,199.00
	\$ 17,003.51	\$ 14,992.00	\$ 21,204.00
<b>Installation (L&amp;S Electric)</b>	\$ 8,608.00	\$ 8,608.00	\$ 8,608.00
<b>Total</b>	\$ 25,611.51	\$ 23,600.00	\$ 29,812.00
	\$ 17,003.51	\$ 14,992.00	\$ 21,204.00
<b>Installation (J. Warren Co.)</b>	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
<b>Total</b>	\$ 24,003.51	\$ 21,992.00	\$ 28,204.00



# Quote

Date: 1/25/2023

Quote to: Mr. Ron Ekstrom  
City of Valley Center

Job: 5th & Meridian  
Video System Upgrade

Qty	Description	Unit Price	Line Total
1	Currux Vision - SmartCity ITS	\$14,992.00	\$14,992.00
	Consisting of:		
	(1) Fisheye Camera for Four Approaches		
	with Mounting Bracket & 500' Cable		
	(1) Currux SmartCity ITS Standard		
	Cabinet interface with SDLC Module		
	Price does NOT include any field labor such		
	as pulling CAT5e cable, mounting new		
	video camera, or removing existing equipment.		
	Technical assistance will be limited to work		
	inside of the existing controller cabinet.		
	New CAT5e cable will need to be run to		
	the new camera.		
Total			\$14,992.00

Delivery is 30 - 90 days after receipt of order.  
Delivery dates are subject to change as material shortages arise.

Pricing is firm for 60 days.

By: Sharon Quaney  
[squaney@gadestraffic.com](mailto:squaney@gadestraffic.com)

Sales tax is not included. Payment terms are Net 30 days after invoice date. Accepted payment methods are cash, check or ACH.  
Credit Card payments are accepted with a 4% convenience fee added to the invoice total.

PO Box 9003, Wichita, KS 67277 - 316-943-1219





Iteris, Inc.  
1700 Carnegie Avenue  
Suite 100  
Santa Ana, CA 92705-5551

Mike Searle  
msearle@iteris.com

## EQUIPMENT QUOTATION

Quote #00011893

January 9, 2023

**Ron Ekstrom**  
545 West Clay Street  
Valley Center, Kansas 67147

**Agency:** City of Valley Center  
**Contractor:**  
**Project Name:** Meridian and 5th  
**Reference:** Valley Center- Next Quote

**Delivery Term:** FOB Destination  
**Payment Terms:** NET 30 Days

Fax or email Purchase Orders to: Marilyn Holden, 949-270-9615 or mdh@iteris.com. Please include Quote Number on your Purchase Order. Prices are valid for 30 days from the date of quote unless extended in writing. Prices on this quote include material only unless otherwise stated. For questions regarding this quotation, please contact the representative listed above.

Product Name	Product Description	Qty	List Price	Discount %	Unit Price	Ext. Price
CAT5E-SHLD-CABLE	1000 Ft. Spool, Outdoor, UV Resistant, CAT5E Bulk Cable	1	\$305.32		\$305.32	\$305.32
MON-8HDMI	8 in. Color LCD Monitor, 1 composite video input, 1 VGA input, 1 HDMI input, High 700:1 contrast ratio, brightness 500 nits (cd/m2). (NTSC/PAL)	1	\$238.93		\$238.93	\$238.93
Next-Sys-4-BH-SM-TS2	4 camera Vantage Next System with Shelf-Mount CCU for TS2 applications and RJ445 bulkhead camera connections. Includes 1x Next-CCU-SM4-TS2, 4x Next-CAM-BH, and all ship kits	1	\$20,522.57	20	\$16,418.06	\$16,418.06
TS2CABLE	TS2 SDLC cable, 8 ft., DB15 to DB15 connector with connector locks	1	\$41.20		\$41.20	\$41.20
						<b>\$17,003.51</b>

**Important Notes:**

20% trade in allowance on new system for old system

This quotation and any resulting order are subject to Iteris' Roadway Sensor Products Standard Terms and Conditions of Sale attached hereto or available at <http://www.iteris.com/RS-Std-TC.pdf>, which are incorporated herein by this reference.

Authorized Signature:

*Mike Searle*

<b>SUBTOTAL</b>	\$17,003.51
<b>FREIGHT</b>	
<b>TAX</b>	\$0.00
<b>TOTAL:</b>	\$17,003.51



# MID AMERICAN SIGNAL, INC.

2429 S MILL STREET KANSAS CITY, KS 66103

PHONE (913) 432-5002

FAX (913) 432-2213

<http://www.midamsignal.com>

## QUOTATION

PREPARED FOR: Rodney Eggleston  
Valley Center KS

DATE: 4/20/2022

PREPARED BY: Shawn Batalia  
Mid American Signal

Per Your Request: Miovision System

QTY	DESCRIPTION	EACH	TOTAL
1	Miovision Intersection Detection System	\$ 17,704.00	\$ 17,704.00

### To Include:

- (1) Miovision SmartView 360 Heated Bell Camera
- (1) Miovision Core DCM
- (2) R-45 Connectors Supplied
- (1) Universal Camera Mount
- (1) Ethernet Cable

1	Detection Plus (One Time Purchase)	\$ 3,500.00	\$ 3,500.00
	To Include: Rolling 90 Day Count, Arrivals on Red		\$ 21,204.00
	Arrivals on Green, Occupancy Ration		
	Software Recurring Fees (Per Intersection)		
1	LTE Connectivity (2GB) - Device Connectivity	\$ 300.00	per year
1	Intersection Monitoring- Cabinet telemetry, smart infrastructure alerts, remote cabinet access, video streaming and recall	\$ 195.00	per year

Pricing includes in cabinet turn on time; does not include installation

Terms: Net 30 days from date of invoice, or as approved by Mid American Signal Credit Department.

An interest charge, as permitted by law, may be assessed on accounts unpaid after 30 days.

Quotation is valid for 60 days, with delivery 10-12 weeks after receipt of order.

Quotation is based upon quantities shown, any changes can be subject to price adjustment.

The above information is for the use of the person or entity named only. Unauthorized use is prohibited.

The above quotation does not include any installation of the products quoted.

PROUDLY SERVING - ARKANSAS - IOWA - KANSAS - MINNESOTA - MISSOURI - NEBRASKA - NORTH DAKOTA - OKLAHOMA - SOUTH DAKOTA

# Phillips Southern Electric Co., Inc.

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*650 E. Gilbert Wichita, Kansas 67211 Tel.316-265-4186 Fax 316-265-1942*

January 10, 2023

Mr. Ron Ekstrom  
City of Valley Center, KS

RE: **QUOTE** - Vehicle Detection Upgrade at 5th and Meridian Intersection

Ron,

We at Phillips Southern Electric are pleased to provide you pricing for labor and equipment to upgrade the vehicle detection at the traffic signal at 5th and Meridian. All material will be provided by the city and installation cost is based off the quote and bill of material from Iteris, Inc. dated 1/9/23. This quote also includes traffic control cost for required work in traffic. See below for pricing and scope.

<b>Installation of Detection System per Iteris, Inc. Material Quote</b>	<b>\$6,995.00</b>
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Pricing Includes:

- Removal of existing inductance loop detection equipment
- Install new vehicle detection components provide by city
- Technical assistance for integration and turn-on
- Traffic control

Installation is priced at using existing conduits and service boxes for new detection cabling. If these conduits are compromised and do not allow cabling to be installed, we will have to discuss options to proceed. Any work needed beyond what is identified in this proposal will not be included, we can discuss and price accordingly.

Pricing excludes sale tax and will be added if a Project Exemption Certificate is not provided.

Thank you for the opportunity, please let me know if there are any questions.

Jason Phillips  
President

## L&S Electric LLC

PO Box 1701 Salina, Ks. 67402  
785-820-1898\*785-825-7337 fax  
[brrlittle@gmail.com](mailto:brrlittle@gmail.com)



2/7/2023

RE: Install provided camera system 5<sup>th</sup> \* & Meridian

Work Scope: Electrical

Includes:

- Install provided cameras and cable
- Prices good for 30 days

Excludes:

- Traffic Control
- Gades service call to program
- All material (Should be a complete package from Gades)
- Repairing or replacing any conduit that we are unable to pull or repull wire in
- Payment or performance bond (add 1.9% if required)
- Sales Tax

**Total Lump Sum \$8,608.00**

Barry Little  
Partner  
785-820-1898



Quotation  
February 10, 2023

5<sup>th</sup> & Meridian  
Video Detection Installation

Rodney,

We are pleased to submit our proposal to install the city supplied video detection system at 5<sup>th</sup> & Meridian.

Total – \$ 7,000.00

Thank you for considering our proposal.

Sincerely,

A handwritten signature in black ink that reads 'Adam B. Warren'. The signature is fluid and cursive, with the first letters of each name being capitalized and prominent.

Adam B. Warren  
J. Warren Co. Inc.

**NEW BUSINESS**  
**RECOMMENDED ACTION**

**A. APPROVAL OF UPGRADE TO TRAFFIC CONTROLS:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion to approve upgrade to traffic signals at 5<sup>th</sup> and Meridian and accept quote from Gades Sales Co. Inc. for \$14,992.00 along with the installation by Phillips Southern Electric Co. for \$6995.00 for a total project cost not to exceed \$21,987.00.**

## **NEW BUSINESS**

### **B. APPROVAL OF PURCHASE OF CUB CADET SLOPE MOWER:**

Public Works Director Eggleston will request approval to purchase a Cub Cadet Pro Z 972 SDL mower from Trailers N More.

- Staff Memo
- MTD Products discounts
- Trailers N More LLC working invoice



**February 21 2023**

**To: Mayor Cicirello & Members of Council**

**From: Rodney Eggleston – Public Works Director**

**Subject: Approval of the purchase of a Cub Cadet Pro Z 972 SDL slope rated Mower**

## **BACKGROUND**

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In 2020 we took a good look at our ditch and drainage mowing. We discovered that we were mowing some extreme slopes. This led to the purchase of a Cub Cadet Pro Z 972 slope rated mower. Since then, our Hustler Super Z mower has come to its end of useful life. During the 2023 budget preparation process, the Equipment line item was increased by \$22,000 for the purchase of a second Pro Z 972 mower.

## **PROPOSAL**

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The Streets department solicited quotes for this mower and received only one from Trailers N More. This is the vendor that we purchased the previous mower from. It was discovered that Cub Cadet entered into an agreement with Sourcewell (a contract bidding service) for Cub Cadet vendors to give 20% discount to all government entities on commercial grade equipment. This agreement is attached along with the Trailers N More quote.

## **FINANCIAL CONSIDERATION**

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This purchase will need to be taken from the Equipment line item from the capital outlay in the Special Highway fund.

## **SUMMARY**

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City staff is requesting approval for the purchase of a Cub Cadet Pro Z 972 SDL mower from Trailers N More for the not to exceed price of \$19,694.

Sincerely,

Rodney Eggleston  
Public Works Director



## MTD Products Company #031121-MTD

Pricing for contract #031121-MTD offers Sourcewell participating agencies the following discounts:

- Cub Cadet Residential products: 15% discount on Cub Cadet residential walk behind mowers, lawn and garden tractors, chore equipment, handheld equipment and zero-turn mowers excluding Enduro Series XT1 tractors, CC 30 Mini Riders and the Ultima XT1 42E.
- Cub Cadet Professional products: 20% discount on Cub Cadet PRO Series commercial mowers and application equipment.
- Cub Cadet Snow Removal: 15% discount on Cub Cadet Single-, Two-, and Three-Stage Snow Throwers
- Cub Cadet Utility Vehicles: 15% discount on Cub Cadet Challenger UTVs. *Utility vehicles not available in Canada.*
- Select Troy-Bilt branded products: 15% discount on Troy-Bilt Chore and Storm Snow Thrower
- Select Dewalt branded products: 15% discount on Dewalt mowers

Note: Discounts off current MSRP price. Canadian pricing varies. Discount cannot be combined with any other offer, demo or promotion.

Cub Cadet: [www.cubcadet.com](http://www.cubcadet.com)

Cub Cadet Canada: [www.cubcadet.ca](http://www.cubcadet.ca)

## Trailers N More LLC

433 N Maize Rd  
Wichita, KS 67212  
Phone: (316) 945-8900 Fax: (316) 941-3707

## WORKING INVOICE

67863

THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS!  
PLEASE CALL US WITH ANY QUESTIONS.  
OPEN M-F 8-6 (CLOSE AT 5 10/1 TO 2/28) SAT 8-2

Bill To				Ship To		
CITY OF VALLEY CENTER 121 S MERDIAN Valley Center, KS 67147						
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number
23046	RODNEY EGGLESTON		(316) 755-7320		Estimate	
Counter Person	Sales Person	Date Printed	Reference	Email Address		Department
Missy Tarpley	Missy Tarpley	01/25/23	67863	reggleston@valleycenterks.org		Equipment Sales

Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
PRO Z 972 SDL EFI	CUBW	38.5HP KW DUAL/LEVELING EFI	1		1	\$24,299.00	\$24,299.00	\$24,554.00

## Wholegoods Notes

New riding mowers purchased from us are eligible for free engine break-in oil and filter change at 5 HOURS OF RUN TIME AND WITHIN 30 DAYS OF PURCHASE. Customer must bring in mower to us or pay a pickup/delivery fee. E-DEALER SALES DONT QUALIFY  
X\_\_\_\_\_

Description	Qty	Net Each	Amount
DELIVERY	1	\$65.00	\$65.00
SET UP PRO	1	\$190.00	\$190.00

Description	Line	Reference	Quantity	Net Each	Amount
PROMO DISCOUNT		GOVERNMENT 20% DISCOUNT	-1	\$4,860.00	(\$4,860.00)

Invoice Total \$19,694.00

Tax Type	Tax Rate	Tax Amount
NO TAX	0.0000%	\$0.00
Sales Tax Total		\$0.00

Grand Total \$19,694.00

STORE POLICIES: All bills must be paid in full before equipment is released. ESTIMATE FEE: Required on equipment looked at by company personnel. REPAIR WORK: I hereby authorize the above work to be done along with the necessary parts & materials. An express mechanic's lien is hereby acknowledged on vehicle or repaired item to secure the amount of charges thereto. I understand the company is not responsible for any property loss or damage to my equipment and JOHN DEERE tractor hoods must be removed by the customer prior to repair. STORAGE FEE: Charged on items left more than 7 days after completed repairs. RETURNS: Trailers, UTVs, hitches & axles are not returnable. Parts must be unused, never installed & are subject to 25% re-stocking fee. SPECIAL ORDERS: 100% non-refundable deposit on hitches & axles, 50% deposit on powered equipment & parts, 20% non-refundable deposit on trailers. STORE POLICIES ALSO ON BACK OF 8.5 X 11 RECEIPT AND ON WALL BEHIND REGISTER. POLICIES SUBJECT TO CHANGE WITHOUT NOTICE.

Notes:



Customer acknowledges receipt thereof:

**NEW BUSINESS**  
**RECOMMENDED ACTION**

**B. APPROVAL OF PURCHASE OF CUB CADET SLOPE MOWER:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends approval of purchase of a Cub Cadet Pro Z 972  
SDL mower from Trailers N More for the not to exceed price of  
\$19,694.**

## **NEW BUSINESS**

### **C. APPROVAL OF MAIN STREET VALLEY CENTER ALLOCATION:**

Community Development Director Shrack and Chris Strunk will request approval of allocation of funds to Main Street Valley Center in the amount of \$10,000.00.

- Request from Main Street Valley Center-Chris Strunk, president

**NEW BUSINESS**  
**RECOMMENDED ACTION**

**C. APPROVAL OF MAIN STREET VALLEY CENTER ALLOCATION:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommends motion to approve the fiscal year 2023 allocation for Main Street Valley Center in the amount of \$10,000.00.**

## **NEW BUSINESS**

### **D. APPROVAL OF FORD STREET IMPROVEMENTS CHANGE ORDER:**

PEC Engineer Scheer and Riley Schmitz will present and request approval of Change Order for Ford Streets Improvements. This change order is requested for additional driveway widening and additional 41 days for completion. Change order will increase contract price \$1,175.20.

- Change Order #3

**CHANGE ORDER No. 3**Date of Issuance: February 2, 2023

Project Name: Ford Street Improvements	Owner: City of Valley Center	Owner's Project Number:
Engineer's Project Number (if applicable): 35-200557-000-2502	Date of Contract: 6/14/2022	
Contractor: Wildcat Construction Co., Inc	Funding Agency Project Number (if applicable): KA 6117-01	

**The following changes are hereby made to the CONTRACT DOCUMENTS:**

Increase for additional driveway widening requested and increasing substantial and final completion by 41  
**Justification:** days. See attached support documents.

**Change to CONTRACT PRICE**

Original CONTRACT PRICE: \$ 5,148,897.60

Current CONTRACT PRICE (as adjusted by previous CHANGE ORDERS): \$ 5,197,354.78

Increase in CONTRACT PRICE as of this Change Order: \$ 1,175.20

The new CONTRACT PRICE incorporating this CHANGE ORDER: \$ 5,198,529.98

**Change to CONTRACT TIME:**Original Contract Times: ☐ Working Days ☒ Calendar DaysSubstantial completion Day : 330Final completion Day : 340

The CONTRACT TIME (as adjusted by previous CHANGE ORDERS):

Substantial completion SELECT : \_\_\_\_\_

Final completion SELECT : \_\_\_\_\_

Increase in CONTRACT TIME as of this Change Order:

Substantial completion Day : 41Final completion Day : 41

CONTRACT TIMES with all approved CHANGE ORDERS:

Substantial completion Day : 371Final completion Day : 381**REQUESTED:**By: Bhi Li  
Contractor (Authorized Signature)Date: 2/3/2023  
Approved by Funding Agency (if applicable):**RECOMMENDED:**By: \_\_\_\_\_  
Engineer (Authorized Signature)Date: 2-3-2023**ACCEPTED:**By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	6" Reinforced Concrete Drive	11	SY	\$ 42.20	\$ 464.20
2	Uncallsified Excavation	2	CY	\$ 4.50	\$ 9.00
3	Asphalt Millings	26	SY	\$ 9.00	\$ 234.00
4	Asphaltic Concrete Overlay	26	SY	\$ 18.00	\$ 468.00
				<b>Total =</b>	<b>\$ 1,175.20</b>



**Wildcat Construction Co., Inc.**

P.O. Box 9163 • Wichita, KS 67277  
3219 W. May St. • Wichita, KS 67213  
(316) 945-9408 • Fax (316) 942-4012



[www.wildcatcompanies.com](http://www.wildcatcompanies.com)  
An Equal Opportunity Employer

**Colorado Office**

8570 Criterion Dr, Suite 118  
Colorado Springs, CO 80920  
(719) 550-1008 • Fax (719) 550-2003

December 9, 2022

Riley Schmitz, P.E.  
Municipal Transportation Division  
PEC  
303 South Topeka  
Wichita, KS 67202

RE: Additional Days Request to complete the project  
Valley Center – Ford Street (77<sup>th</sup>) Improvement  
KDOT Project No: KA-6117-01

Mr. Schmitz:

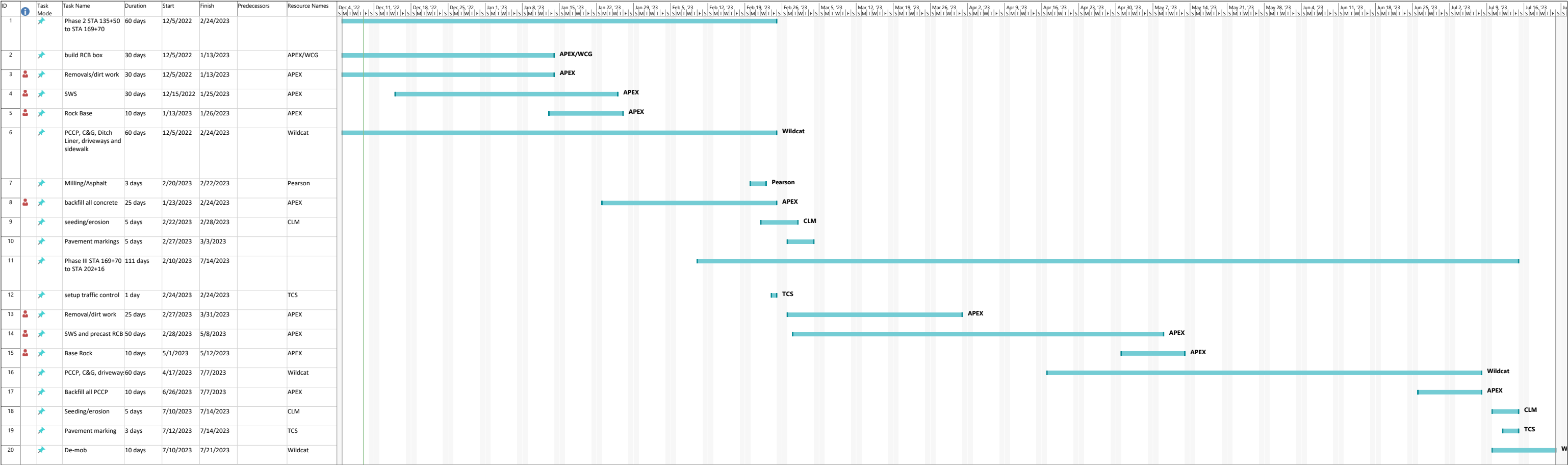
Wildcat construction respectfully requests additional 41 calendar days (days) to be added to the project to allow us to complete the Ford Street project without the liquidated damage. Having to change the closure for west end to accommodate the school bus route and the post office service that were not planned, we closed the south half down on September 12<sup>th</sup> and opened the new pavement to two-way traffic on November 30<sup>th</sup>, for a total of 79 days. This significantly reduced our productivity and delayed the demolition and rebuild of the RCB as well as the rest of the removals on Ford Street and south Seneca portion, this will slow this work down now that it should be done in December and January. Hopeful we can pick up some of the days with additional crews the next few months weather permitting, but still see us being 41 days past the substantial completion date of June 3<sup>rd</sup>. We will make every effort to accelerate the schedule where we can but also want to avoid potential liquidated damages again the job. We ask the City and Engineer take this delayed schedule into consideration to add 41 days back to the project.

The updated schedule for the Ford Street project is enclosed with this letter.

Sincerely,

A handwritten signature in blue ink that reads "Zhi Li".

Zhi Li  
Project Manager  
Wildcat Construction



**NEW BUSINESS**

**RECOMMENDED ACTION**

**D. APPROVAL OF FORD STREET IMPROVEMENTS CHANGE ORDER:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion of approval of Ford Street Change Order #3 in an amount of \$1,175.20.**

## **NEW BUSINESS**

### **E. APPROVAL OF AGREEMENT WITH PEC FOR MERIDIAN AVENUE:**

PEC Engineer Scheer and Riley Schmitz will present agreement with PEC for design services for existing utilities and waterline replacement along Meridian Avenue. Cost for services not to exceed \$84,000.00

- Agreement



February 15, 2023

Brent Clark  
City Administrator  
City of Valley Center  
PO Box 188  
Valley Center, KS 67147

Reference: AGREEMENT for Meridian Avenue Improvements  
Valley Center, KS  
PEC Project No. 35-237013-999-2502

Dear Mr. Clark:

Professional Engineering Consultants, P.A. ("PEC") is pleased to provide professional services to City of Valley Center ("Client") in connection with the referenced Project, and in accordance with this letter agreement ("Agreement"). The services to be performed by PEC ("the Services") are described in Exhibit A – Services, Schedule, and Payment (attached and incorporated by reference) and are subject to the following terms and conditions.

**Performance.** PEC will perform the Services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances, at the same time, and in the same locality. PEC agrees to perform the Services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.

**Client Responsibilities.** To enable PEC to perform the Services, Client shall, at its sole expense: (1) provide all information and documentation regarding Client requirements, the existing site, and planned improvements necessary for the orderly progress of the Services; (2) designate a person to act as Client representative with authority to transmit instructions, receive instructions and information, and interpret and define Client requirements and requests regarding the Services; (3) provide access to, and make all provisions for PEC to enter the project site as required to perform the Services, including those provisions required to perform subsurface investigations such as, but not limited to, clearing of trees and vegetation, removal of fences or other obstructions, and leveling the site; (4) site restoration and repair, as needed following field investigations; (5) establish and periodically update a project budget, which shall include a contingency to cover additional services as may be required by changes in the design or Services; and (6) timely respond to requests for information and timely review and approve all design deliverables. PEC shall be entitled to rely on all information and services provided by Client. Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

**Payment.** Invoices will be submitted periodically and are due and payable net 30 days from invoice date. Unpaid balances past due shall be subject to an interest charge at the rate of 1.5 % per month from the date of the invoice, and any related attorneys' fees and collection costs. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay or damage resulting from such suspension.

Mr. Brent Clark  
City of Valley Center  
Meridian Avenue Improvements  
February 15, 2023  
Page 2

**Work Product.** PEC is the author and owner of all reports, drawings, specifications, test data, techniques, photographs, letters, notes, and all other work product, including in electronic form, created by PEC in connection with the Project (the “Work Product”). PEC retains all common law, statutory, and other reserved rights in the Work Product, including copyrights. The Work Product may not be reproduced or used by the Client or anyone claiming by, through or under the Client, for any purpose other than the purpose for which it was prepared, including, but not limited to, use on other projects or future modifications to the Project, without the prior written consent of PEC. Any unauthorized use of the Work Product shall be at the user’s sole risk and Client shall indemnify PEC for any liability or legal exposure arising from such unauthorized use. To the extent PEC terminates this Agreement due to non-payment by Client shall not be entitled to use the Work Product for any purpose without the prior written consent of PEC.

Unless otherwise agreed by Client and PEC, Client may rely upon Work Product only in paper copy (“hard copy”) or unalterable digital files, with either wet or digital signature meeting the requirements of the governing licensing authority having jurisdiction over the Project. In all instances, the original hard copy of the Work Product takes precedence over electronic files. All electronic files furnished by PEC are furnished only for convenience, not reliance by Client, and any reliance on such electronic files will be at the Client sole risk.

**Insurance.** PEC and Client agree to each maintain statutory Worker’s Compensation, Employer’s Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC’s negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

**Supplemental Agreements.** Changes in the Services may be accomplished after execution of this Agreement only by a written Supplemental Agreement signed by PEC and Client. For any change that increases PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

**Differing, Concealed, or Unknown Conditions.** If PEC encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to PEC or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, PEC will, if practicable, promptly notify Client before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. PEC assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

Additionally, Client (1) waives all claims against PEC and (2) agrees to indemnify and hold harmless PEC as well as its respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys’ fees from all third-party claims resulting from differing, concealed, or unknown conditions.

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**Fast-Track, Phased or Accelerated Schedule.** Accelerated, phased or fast-track scheduling increases the risk of incurring unanticipated costs and expenses including costs for PEC to coordinate and redesign portions of the Project affected by the procuring or installing elements of the Project prior to the completion of all relevant construction documents, and costs for the contractor to remove and replace previously installed work. If Client selects accelerated, phased or fast-track scheduling, Client agrees to include a contingency in the Project budget sufficient to cover such costs.

**Force Majeure.** PEC will not be liable to Client for delays in performing the Services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; acts or omissions of governmental authorities, the Project Client or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of PEC. In the event performance of the Services is delayed by circumstances beyond PEC's control, PEC's compensation and time for performance will be equitably increased.

**Construction Means; Safety.** PEC shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. PEC shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any work (other than the Services), or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

**Cost Estimates.** Upon request, PEC may furnish estimates of probable cost, but cannot and does not guarantee the accuracy of such estimates. All estimates, including estimates of construction costs, financial evaluations, feasibility studies, and economic analyses of alternate solutions, will be made on the basis of PEC's experience and qualifications and will represent PEC's judgment as a design professional familiar with the construction industry. However, PEC has no control over (1) the cost of labor, material or equipment furnished by others, (2) market conditions, (3) contractors' methods of determining prices or performing work, or (4) competitive bidding practices. Accordingly, PEC will have no liability for bids or actual costs that differ from PEC's estimates.

**Termination.** Both the Client and PEC have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. In the event the Client terminates this Agreement without cause, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

**Environmental Hazards.** Client acknowledges that the Services do not include the detection, investigation, evaluation, or abatement of environmental conditions that PEC may encounter, such as mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. Client agrees to defend, indemnify, and hold PEC harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault of PEC. PEC may suspend the Services, without liability for any damages, if it has reason to believe that its employees may be exposed to hazardous materials.

**Betterment.** PEC will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

**Dispute Resolution.** The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to

Mr. Brent Clark  
City of Valley Center  
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February 15, 2023  
Page 4

resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

If the parties resolve the claim, they will prepare appropriate documentation memorializing the resolution.

If the parties are unable to resolve the claim, PEC and Client agree to submit the claim to mediation prior to the initiation of any binding dispute resolution proceedings (except for PEC claims for nonpayment). The mediation will be held in Wichita, Kansas, and the parties will share the mediator's fees and expenses equally.

**Jurisdiction; Venue; Governing Law.** To the fullest extent permitted by law, PEC and Client stipulate that the Eighteenth Judicial District, District Court, Sedgwick County, Kansas is the court of exclusive jurisdiction and venue to determine any dispute arising out of or relating to this Agreement, the Project or the Services. PEC and Client further agree that this Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Kansas without regard to its conflict of laws principles.

**Indemnity.** To the fullest extent permitted by law, Client and PEC each agree to indemnify and hold harmless the other, as well as their respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees, provided such claim, loss, damage, or expense is attributable to bodily injury, sickness, disease, death, or property damage, but only to the extent caused by the negligent acts or omissions of the indemnifying party, or anyone for whose acts they may be liable.

**Agreed Remedy.** To the fullest extent permitted by law, the total liability, in the aggregate, of PEC and PEC's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to this Agreement, the Services, or the Project, from any cause and under any theory of liability, shall not exceed PEC's total fee under this Agreement. In no event will PEC be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of use or lost profits, incurred by Client or anyone claiming by, through or under Client.

**Assignment.** Client will not assign any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement will be binding upon the Client, its successors and assigns.

**No Third-Party Beneficiaries.** This Agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client obligations under any separate agreement with any third-party.

**Entire Agreement.** This Agreement represents the entire and integrated agreement between PEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a writing signed by PEC and Client.



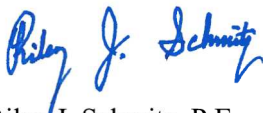
Mr. Brent Clark  
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Meridian Avenue Improvements  
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**Severability.** If any provisions of this Agreement is determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Receipt of the executed copy will serve as PEC's notice to proceed with the Services.

Sincerely,

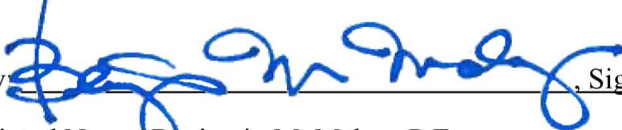
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



Riley J. Schmitz, P.E.  
Project Manager

KMS:smm

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By:  , Signatory

Printed Name: Benjamin M. Mabry, P.E.

Title: VP of Municipal Transportation

Date: February 15, 2023

ACCEPTED:

CITY OF VALLEY CENTER

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **EXHIBIT A**

### **A. Project Description:**

1. The Project shall consist of vacuum excavation of existing utilities, Railroad coordination, local jurisdictional permit coordination, and additional design services associated with the Meridian Avenue Improvement projects. Reference the associated agreements between PEC and the City of Valley Center, executed on December 17, 2019, June 8, 2020, and December 21, 2021.
2. This project shall also consist of additional services needed for the waterline replacement along Meridian Avenue from 2<sup>nd</sup> Street to 5<sup>th</sup> Street.

### **B. Anticipated Project Schedule:**

1. PEC shall commence its services on the Project within 14 days after receiving CLIENT's notice to proceed.
2. PEC and CLIENT anticipate the letting date of the Project will occur no later than September 2023.
3. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.

### **C. Scope of Services:**

1. Field Survey Services:
  - a) Collection and processing of topographic survey data for the following areas:
    - i. Additional area at 69th and Meridian Ave. for the construction of the Roundabout.
    - ii. A new AT&T Underground Telephone line from the Magellan Entrance to Industrial Ave.
    - iii. North of Builders First Source for the construction of two additional entrances.
    - iv. South of the Railroad Tracks for additional sidewalk information.
    - v. Survey information from vacuum excavated utilities as noted below.
2. Potholing/Vacuum Services:
  - a) Potholing/Vacuum excavation services will be provided by a subcontractor hired by PEC. This work to be accomplished in one mobilization.
  - b) Potholing/vacuum excavation of oil and gas lines requested by respective franchise owners, with a maximum of (6) locations.
  - c) Potholing/vacuum excavation of waterline with a maximum of (10) locations.

3. Civil Engineering Design Services (roadway):

- a) Provide project correspondence and consultation with CLIENT.
- b) Provide quality control review prior to submission of project deliverables.
- c) Attend and assist in facilitating a design review meeting with the CLIENT to review the plans.
- d) Custom Stormwater Structure design including:
  - i. Design and preparation of construction plans for stormwater junction with manhole lid along Meridian.
  - ii. Details for the removal of the wings & headwall of the existing 2-7'x3' RCB under Meridian and connecting it to the new junction structure and storm sewer pipe.
- e) Design for the construction of one modified entrance at Builders First Source and one new entrance at Halstead Bank.
- f) Assistance with preparation of local jurisdiction floodplain fill required permits.
- g) Coordination with Burlington Northern Santa Fe (BNSF) Railway. Including the following:
  - i. Participate in up to four (4) meetings with BNSF representatives to formalize design criteria, Railroad Improvement boundaries, and permitting requirements.
  - ii. Participate in up to two (2) meetings with CLIENT and BNSF representatives to formalize design criteria, Railroad Improvement boundaries, and permitting requirements.
  - iii. Provide project correspondence with the BNSF and CLIENT.
  - iv. Prepare plans in accordance with the current design criteria of the CLIENT, KDOT, and BNSF, up to two iterations.
  - v. Propose a construction sequence for orderly construction of the improvements within the Railroad Right-of-Way if determined necessary during design.
  - vi. Coordinate with BNSF the necessary easements and right-of-way required for construction of the PROJECT.

4. Civil Engineering Design Services (waterline):

- a) Waterline replacement design including:
  - i. Produce alternative design concept plans for Waterline Replacement along Meridian between 2nd and 5th Street for review with City Staff.
  - ii. Provide a complete set of waterline replacement construction drawings and details, including key map, plan view, coordinate geometry data, erosion control plans, and associated details.
  - iii. Waterline work to be bid with Meridian paving improvements.
  - iv. Provide adjustment/relocation design of the existing waterline at 69th and Meridian to accommodate the proposed paving and stormwater improvements.

**D. Additional Responsibilities of CLIENT:**

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

- 1. Drawings, studies, reports, and other information available pertaining to the existing building and site.

2. Attend all PROJECT progress meetings.
3. Provide access to the PROJECT area property.
4. Provide CLIENT utility locates within the PROJECT area.
5. Provide prompt review of the PROJECT plans and specifications. Comments shall be returned within 14 calendar days of the preliminary plan submittal.
6. Easement and right-of-way appraisal and acquisition, if necessary, for construction of the PROJECT.

**E. Additional Services:**

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

1. Additional Field Survey Services.
2. Design of utilities to the PROJECT site.
3. Production of record drawings, as-builts, or release of electronic files.
4. Additional services associated with an expansion of the PROJECT or increase in PROJECT size and construction cost.
5. Geotechnical investigations.
6. Design engineer construction site observations in excess of the number above will be performed on an hourly basis.
7. Meetings with local, State, or Federal agencies beyond those specifically identified in the above scope of services.
8. Attendance at public meetings beyond those specifically identified in the above scope of services.
9. Analysis of existing utility systems.
10. Design of "Additional Services or Extra Services" as defined by CASE unless specifically agreed to. Additional services typically consist of site structures, screen walls, shoring, preparation of shop drawings, and review of value engineering and substitutions.
11. Plan revisions, as necessary, to reduce the cost of construction after issue of CD's. (Typically referred to "Value Engineering" or "VE".)
12. Design of retaining walls.
13. Alternate designs not specifically listed in the Scope of Services.
14. Construction Phase Services: Includes construction staking, construction administration, materials testing, and construction observation related to the project.
15. Utility Relocation/Extension Design: Includes any public utility design not included within the scope of services above.
16. Potholing of existing utilities beyond those specifically identified in the above scope of services.

**F. Exclusions:**

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Franchise Utility Design.
2. Environmental assessments/clearances.
3. Appraisal and acquisition of easements and right-of-way.
4. Permit and review fees beyond those specifically identified in the above scope of services.
5. Code mandated special structural inspections. The CLIENT shall establish and pay for a testing and inspection plan that includes all code mandated special structural inspections to be performed, if required.

6. Bidding services.
7. Outside consultants.
8. Printing costs.

**G. PEC's Fees:**

1. PEC's Fee for its Scope of Services will be on a lump sum, plus reimbursables, basis in the amount of \$84,000, summarized as follows:

<b>Services</b>	<b>Fees</b>
Field Survey Services	\$15,900.00
Potholing/Vacuum Services	\$21,700.00
Civil Engineering Design Services (roadway)	\$21,400.00
Civil Engineering Design Services (waterline)	\$25,000.00
<b>TOTAL</b>	<b>\$84,000.00</b>

1. Reimbursable Expenses shall include review/application/filing/permit fees.
2. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

**NEW BUSINESS**  
**RECOMMENDED ACTION**

**E. APPROVAL OF AGREEMENT WITH PEC FOR MERIDIAN AVENUE:**

Should Council choose to proceed

**RECOMMENDED ACTION**

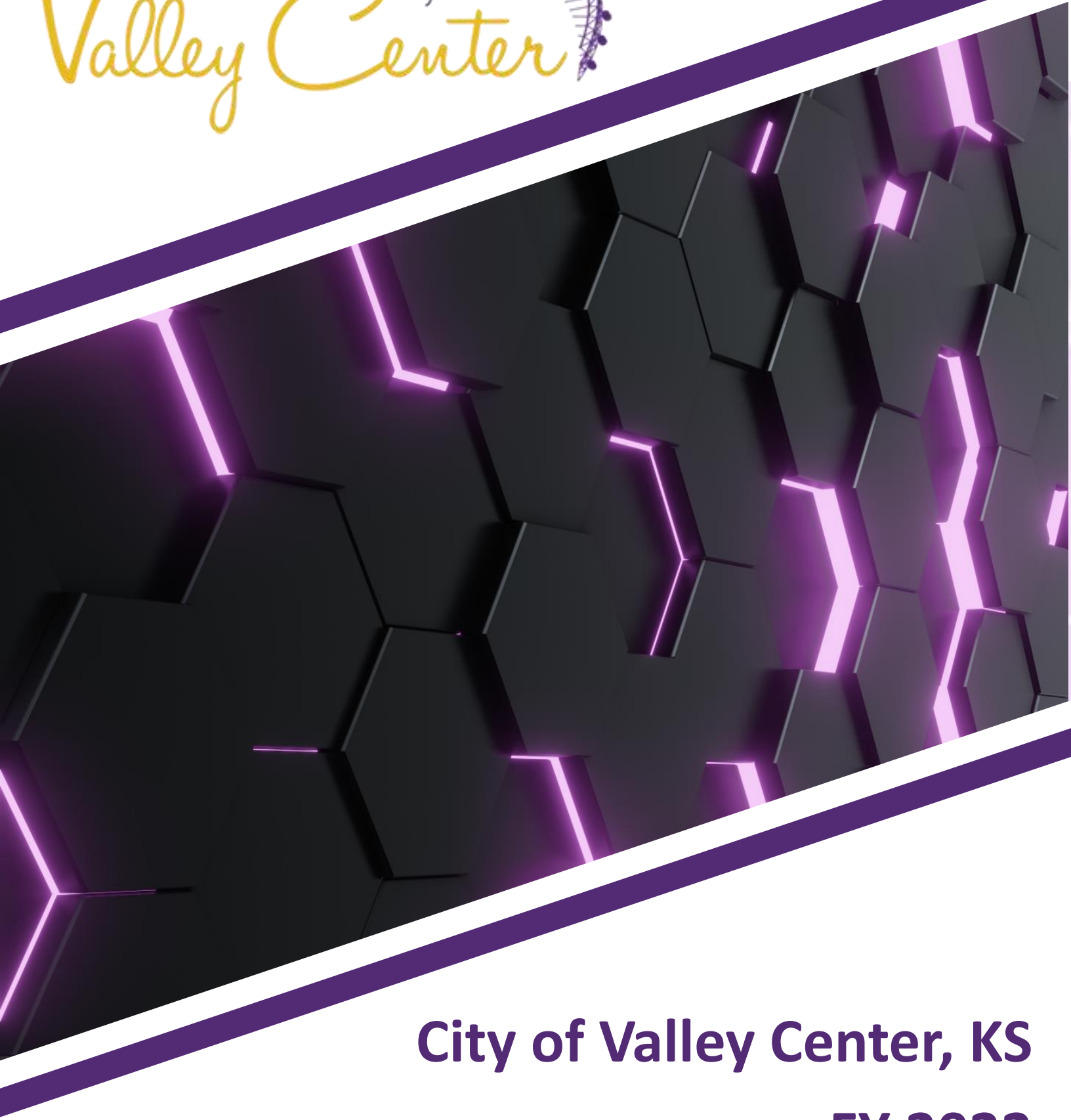
**Staff recommends motion of approval agreement with PEC for design and survey services on Meridian in an amount not to exceed \$84,000.00 and authorize Mayor to sign.**

## **NEW BUSINESS**

### **F. YEAR END 2022 FINANCIAL REVIEW:**

Asst City Administrator Smith will present a review of the un-audited 2022-year end financial reports and answer questions.

- 2022-year end financial report



**City of Valley Center, KS**

**FY 2022**

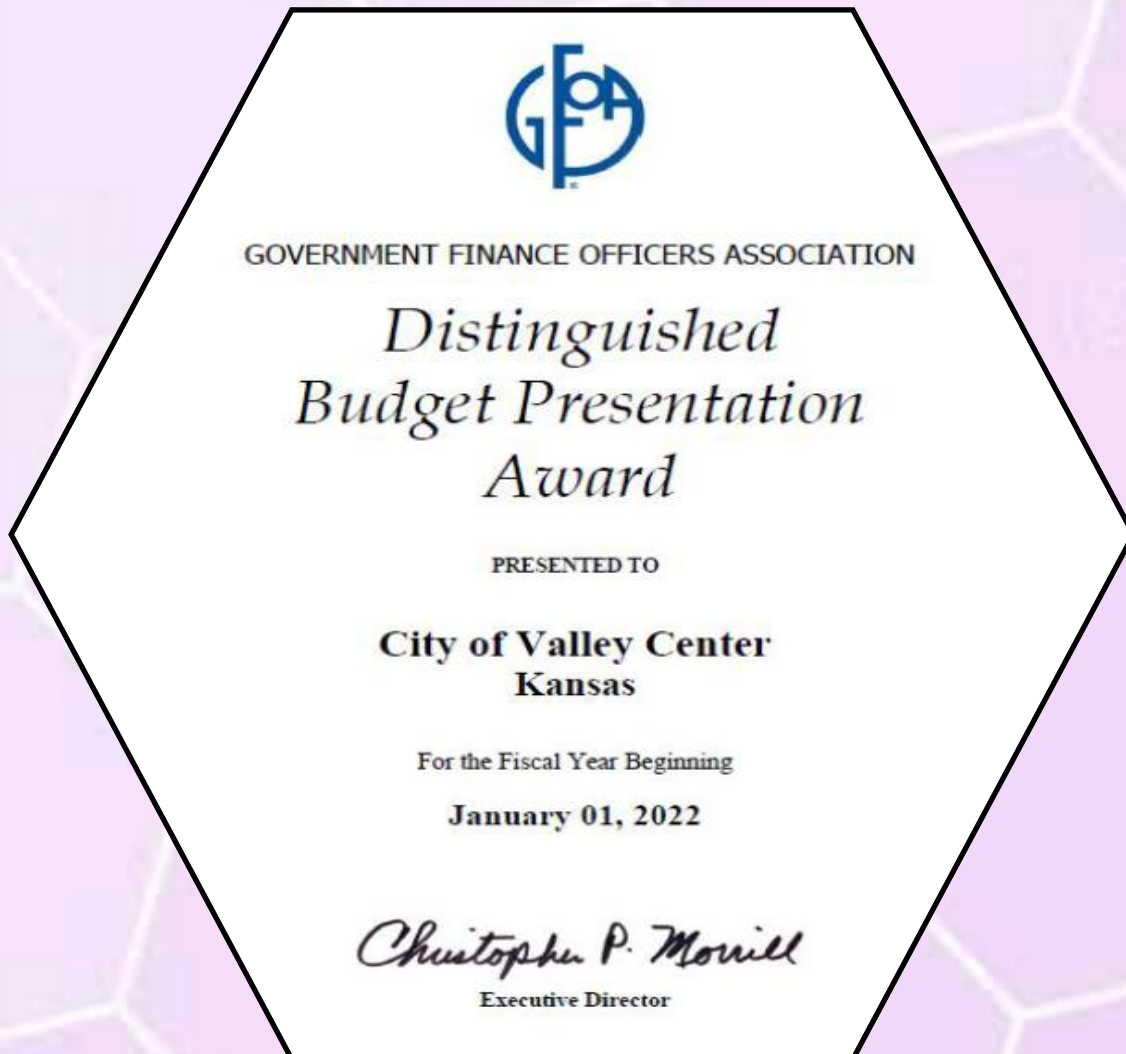
**Fourth Quarter & Year in Review**



## Budget Award

The Government Finance Officers Association of the United States and Canada (GFOA) presented a Distinguished Budget Presentation Award to the City of Valley Center, Kansas for its annual budget for the fiscal year beginning Jan 1, 2022. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as an operations guide, as a financial plan, and as a communications device.

This award is valid for a period of one year only. We believe our current budget continues to conform to program requirements, and we are submitting it to GFOA to determine its eligibility for another award.





# Fourth Quarter Financial Review



# Fund Balance Summary

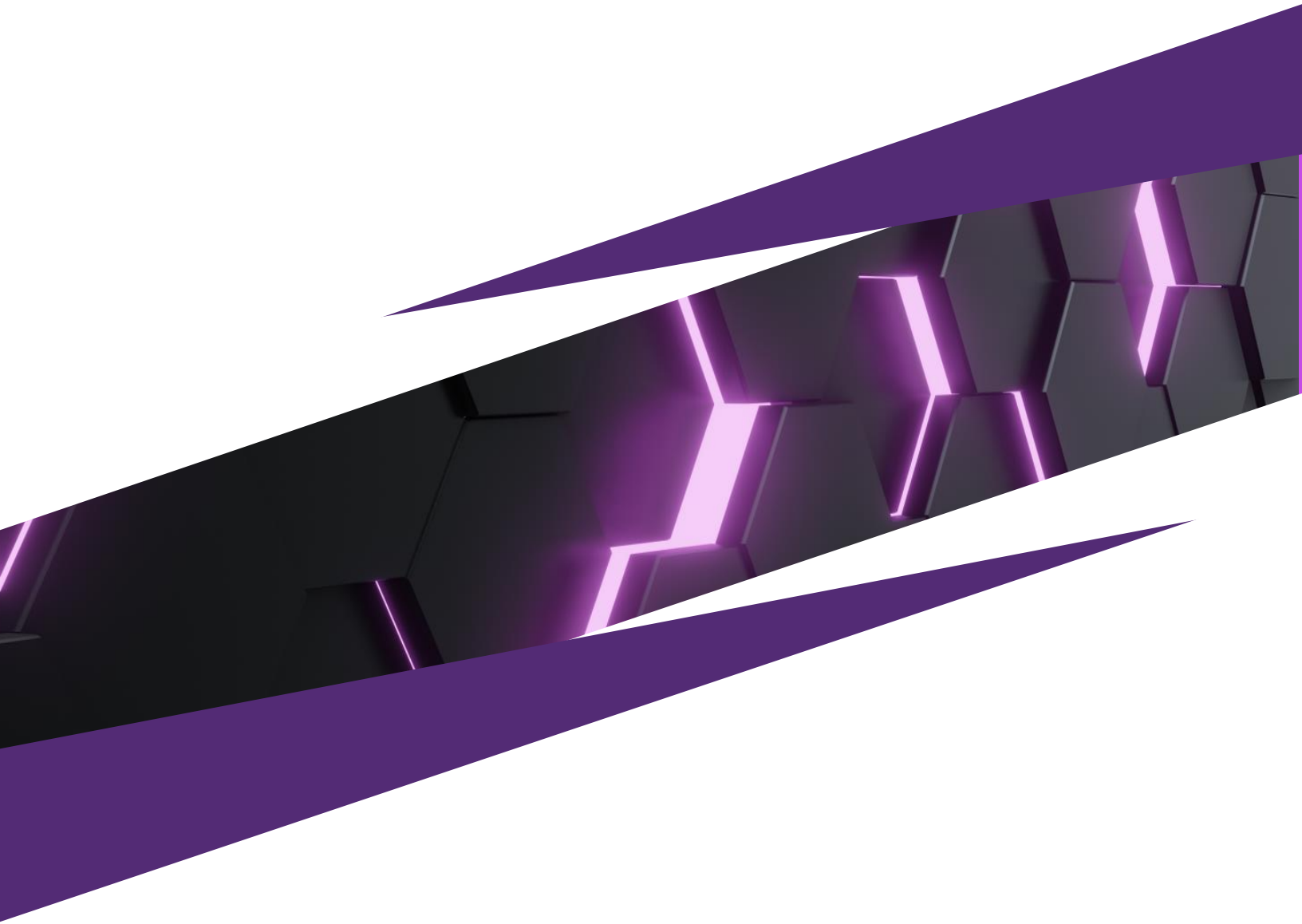
City of Valley Center, Kansas  
Treasurer's Quarterly Unaudited Financial Report  
For the Quarter Ending December 31, 2022

Fund Description	Beginning Balance 10/1/2022	Revenue	Expenditure	Ending Balance 12/31/2022
GENERAL FUND	1,841,189.81	698,418.60	1,078,447.61	1,461,160.80
SPECIAL PARKS AND REC	30,447.75	1,465.31	0.00	31,913.06
SPECIAL ALCOHOL AND DRUGS	3,148.36	1,340.33	60.28	4,428.41
POOL/REC SALES TAX	1,109,517.81	212,512.68	37,124.34	1,284,906.15
TIF Fund	3,135,108.19	19,855.28	312,103.13	2,842,860.34
EMPLOYEE BENEFITS	321,130.10	68,751.13	-13,222.70	403,103.93
BUILDING EQUIP RESERVE	62,932.52	486.58	0.00	63,419.10
EQUIPMENT RESERVE	315,209.91	59,573.37	6,895.95	367,887.33
FLEET MANAGEMENT	73,483.09	140,648.77	81,146.44	132,985.42
LIBRARY	23,182.51	10,501.39	32,789.09	894.81
SPECIAL HIGHWAY	1,128,928.01	296,398.87	814,172.73	611,154.15
EMERGENCY EQUIPMENT	179,660.03	5,034.15	53,208.00	131,486.18
PUBLIC SAFETY TRAINING	3,467.66	535.00	0.00	4,002.66
PARK BEAUTIFICATION FUND	2,215.33	0.00	0.00	2,215.33
D.A.R.E.	1,658.04	0.00	0.00	1,658.04
DRUG TAX DISTRIBUTION	2,552.38	225.00	0.00	2,777.38
LAW ENFORCE BLOCK GRANT	0.15	0.00	0.00	0.15
ADSAP	1,056.19	0.00	0.00	1,056.19
CAPITAL PROJECTS FUND	3,472,571.27	268,361.12	1,382,579.79	2,358,352.60
BOND & INTEREST	2,199,053.26	690,197.10	1,789,566.25	1,099,684.11
LAND BANK RESERVE	78,467.56	486.58	0.00	78,954.14
GIFTS AND GRANTS	8,839.97	1,054.07	3,931.50	5,962.54
ST/FED GRANT MANAGEMENT	566,608.54	272,756.27	130,391.37	708,973.44
WATER OPERATING	3,135,475.14	559,685.31	1,161,070.72	2,534,089.73
STORMWATER UTILITY FUND	487,127.67	84,188.46	303,018.40	268,297.73
SOLID WASTE UTILITY	145,332.42	145,177.49	179,348.01	111,161.90
WATER SURPLUS RESERVE	866,317.56	5,514.60	186,606.41	685,225.75
SEWER OPERATING	1,425,751.36	396,444.73	564,784.44	1,257,411.65
SEWER LOAN P & I	0.00	0.00	0.00	0.00
SEWER SURPLUS RESERVE	275,097.90	1,824.66	3,849.99	273,072.57
<b>Total</b>	<b>20,895,530.49</b>	<b>3,941,436.85</b>	<b>8,107,871.75</b>	<b>16,729,095.59</b>

Temporary Notes	10,345,000.00
General Obligation Bonds	19,635,000.00
KWPCRLF Sewer Loan	1,155,471.00
Street Sweeper Lease Agreement	88,820.00
<b>Total Outstanding Debt</b>	<b>31,224,291.00</b>



# Fourth Quarter Departmental Accomplishments





# Finance and Administration

**Service Description:** The Administration and Finance Department provides central support services to the organization. It consists of the City Administrator's Office, Finance Department, City Treasurer and the Office of the City Clerk. All questions regarding the general management of the City and its financial operations ,including utility billing and records, are handled by this department. In addition, the Finance and Administration Department acts as Secretary for the City Council.



## Accomplishments

- Continued implementation and testing of Tyler Content Manager.
- Presented FY2023 budget and received approval from Council.
- Achieved 1000 download milestone for the VC app.
- Utilized the app for Fall Festival Giveaway with nearly 10 times the participation of the previous year.
- Worked with multiple developers and engineering firms working toward the start of construction on new developments.
- Assisted in the new employee handbook changes for 2023.

# Administration—Mobile Application

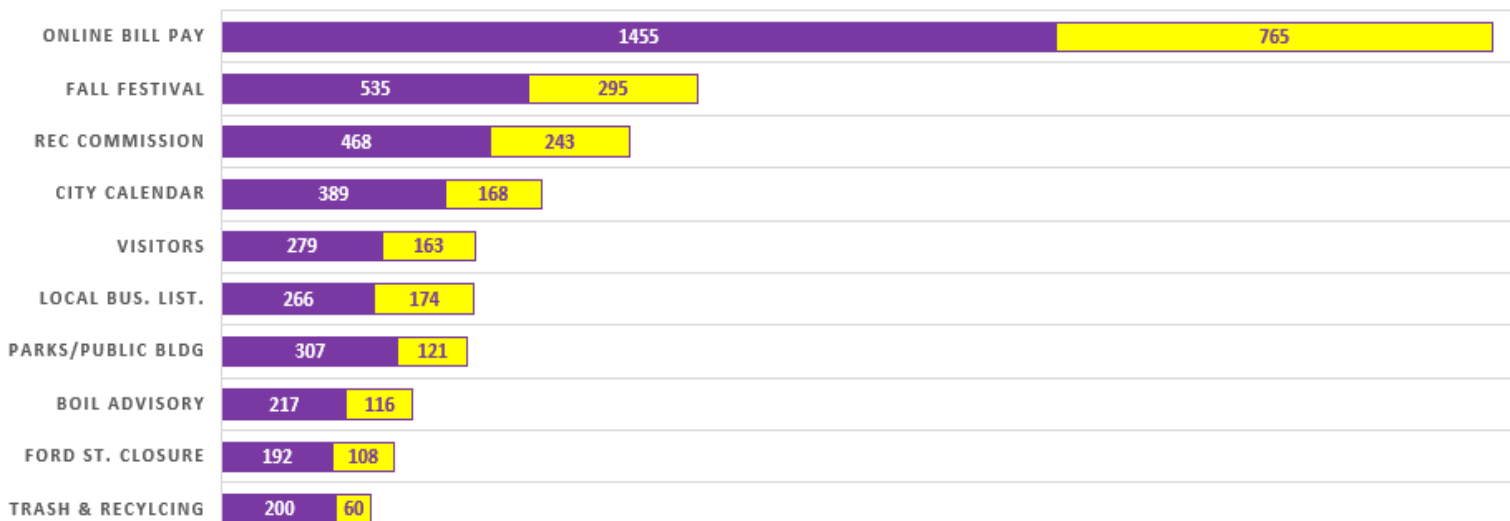
In April of 2021 the city launched our first ever mobile app. This has given us another vehicle for communicating with our citizens and allowed us to keep move residents connected to what’s happening in the city.

To-date we have 1373 downloads; illustrated below. Also below are the ten most visited categories on the app for 2022. Leading the pack is Online Bill Pay with 2220 clicks.

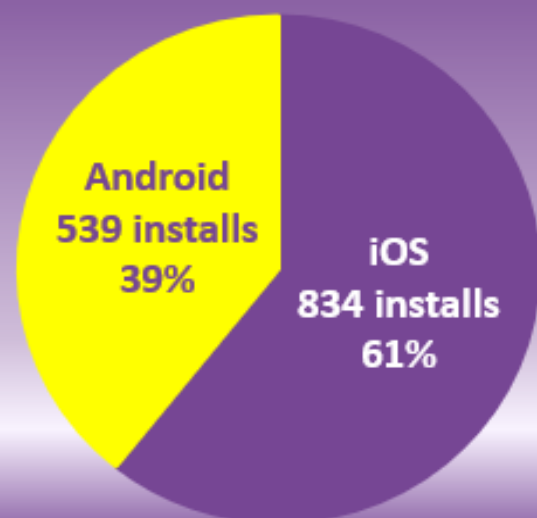
The Report-A-Concern module of the app has had 30 resolved reports total of 37, the remaining 7 were canceled by the initiating party. The reports have varied from street drainage concerns to non-emergency police reports, to code compliance issues and app feedback. It has added ease to reporting concerns for residents.

## 2022 TOP 10 MOST VISITED CATEGORIES

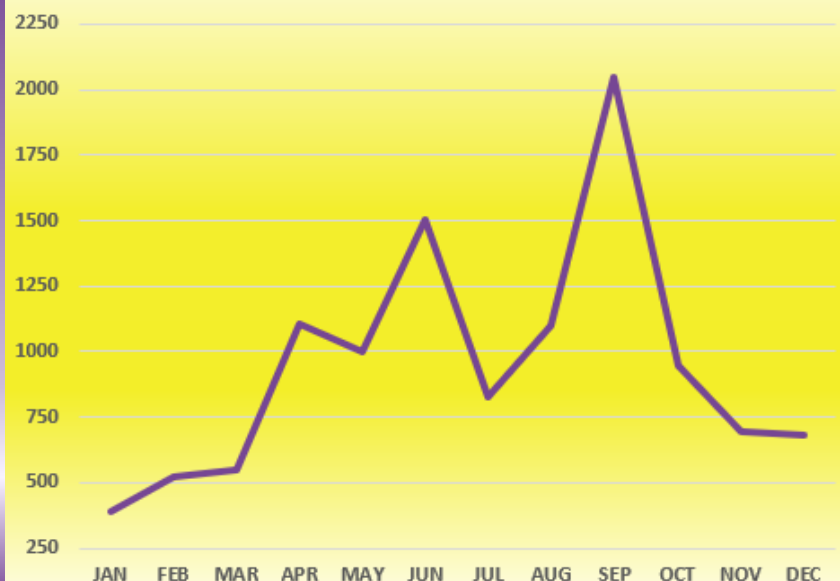
■ iOS ■ Android



## TOTAL APP DOWNLOADS



## 2022 Monthly Traffic



# Community Development

## Service Description:

- Serve as city staff to the City of Valley Center Planning and Zoning Board and Economic Development Board
- Direct City's floodplain management program (CRS)
- Oversee all residential and commercial construction permits and zoning permits issued in the City of Valley Center
- Enforce and maintain zoning and subdivision regulations
- Direct economic development initiatives, such as tax abatements and business expansion/retention programs
- Oversee all residential construction project inspections



## Accomplishments

- Approved 4 permits for new residential construction projects
- Approved 53 residential and commercial plumbing, electrical, HVAC, remodeling, and zoning permits
- Conducted 173 building inspections on residential construction projects
- Staff attended one Kansas Main Street training
- Adopted a new floodplain management ordinance with City Council
- Addressed multiple code enforcement inquiries from residents



# Public Parks and Buildings

**Service Description:** The Public Parks and Grounds department is responsible for many projects and activities such as:

- City park system
- Public buildings & facilities
- Liaison for Outdoor Spaces & Public Properties Board
- City Municipal Cemetery
- City swimming pool and splash pad
- Partner with volunteer and community service organizations



## Accomplishments

- Installed new flood lighting for water tower
- Sold GMC Dump Truck
- Finished with new GIS set up for Cemetery and Irrigations Systems
- Staff Evaluations
- Mulch Trees on Emporia
- Tree Trimming – Emporia and McLaughlin Park
- Transition away from Custodial Contractor (Janiking) – implemented a process for staff to do custodial responsibilities in-house
- Review & Comment on Policy Manual
- Hang Christmas Lights on Buildings and set up downtown Christmas Tree and Sleigh
- Tree Incentive Program – 2 approved applications in Spring and 3 approved applications in the Fall.



# Public Safety

**Service Description:** This is the overall department for the Police and Fire Departments. The core services of the department are to preserve the peace, protect citizens and their property, investigate crimes for prosecution, enforce the laws of the city, state and federal government, and respond to emergencies, traffic accidents, medical emergencies, and crimes in progress.

## Accomplishments

### • Public Safety as a whole

- The Facebook page continues to grow as does the interaction between the citizens and Public Safety.
- There are currently 4,300 page likes and 4,700 followers.

### • Police Department

- All officers attended Taser Recertification & fall nighttime firearms qualification.
- Overall crime occurrences were down vs 2021!
- Calls for service and cases were down vs 2021.
- A total of nineteen cases were presented. Ten were adult felony. Out of the cases presented, nine felony cases were charged, and three misdemeanor cases.
- Participated in Faith in Blue



### • Fire Department

- Firefighters attended multiple training sessions
- Participated in Hornet Holidays
- Participated in Trick-or-Treat Main Street
- No major fires!



# Public Works

## Service Description:

Water, Waste Water, and Streets departments are all under the public works umbrella. These departments provide many different services that keep the city moving as well as maintain the city's infrastructure.

**Water:** Provides safe and healthy water to our community by maintaining and testing the city's water distribution system, while simultaneously providing excellent service to our residents, doing water shut offs and turn ons, leak checks, and meter reads.

**Sewer:** Keeps things flowing across town through maintenance of sewer lines and lift stations around town. They are also responsible for treating and testing water before it is discharged.

**Streets:** Our Streets department is crucial to keeping traffic moving across the city. They coordinate road projects, patch cracks and pot holes, keep the lines fresh, and keep the storm drains clean.



## Accomplishments

- 3 new Public Works employees  
Matt Nicholson – Water/wastewater  
Dalton Stineman – Water/wastewater  
Albert (Duane) Carlock – Streets
- New Alternative Septic System regulations created in cooperation with Community Development.
- Fantastic new Personnel Policy Manual adopted city wide.
- The Christmas part committee put on another successful Christmas Party.
- Another City wide Gold Star Safety Award.



# Year in Review

**An unaudited summary of the 2022 Financial Statements**



# City Census Information

The City of Valley Center is a middle class suburb located 10.5 miles North of downtown Wichita, KS. The City totals 6.95 square miles and continues to grow. Highlighted below are some statistics regarding the City including population, education attainment, and environmental conditions.

## According to the Census Bureau:

**Population (2020):** 7,340

**Population per square mile (2020):** 1032.9

**Total Land area (2020):** 7.11 sq. miles

**Median Household Income(2021):** \$64,811

### Educational Attainment (Age 25+):

- 90.1% High School Graduate
- 34.5% Bachelor's Degree or higher

**Median Housing Value(2022):** \$166,300

**Total Housing Units (2022):** 2,799

**Houses with Broadband Subscription:** 80.8%

**Number of Companies(2012):** 498

**Year of Incorporation:** 1885

**Form of Government:** Mayor/Council

**County:** Sedgwick

**Bond Rating:** Standard and Poor's AA-

**Climate:** Rainfall (in.) - 30.5

Snowfall (in.) - 20.2

Sunny Days/Year - 226

Lowest temp - -5° on December 22nd

Highest temp - 107° on July 19th

Avg annual temp - 58° which tied for 28th warmest year on record since 1888.

## Police:

- Police Stations — 1
- Police officers/support staff — 20

## Fire:

- Number of Stations — 1
- Career/Volunteer Fire Fighters — 4/18
- Number of Vehicles — 7

## Education

-Schools Located in Valley Center-

- Elementary schools(K-3) — 3
- Intermediate School(4-5) — 1
- Middle Schools(6-8) — 1
- High Schools(9-12) — 1

-Served by Universities-

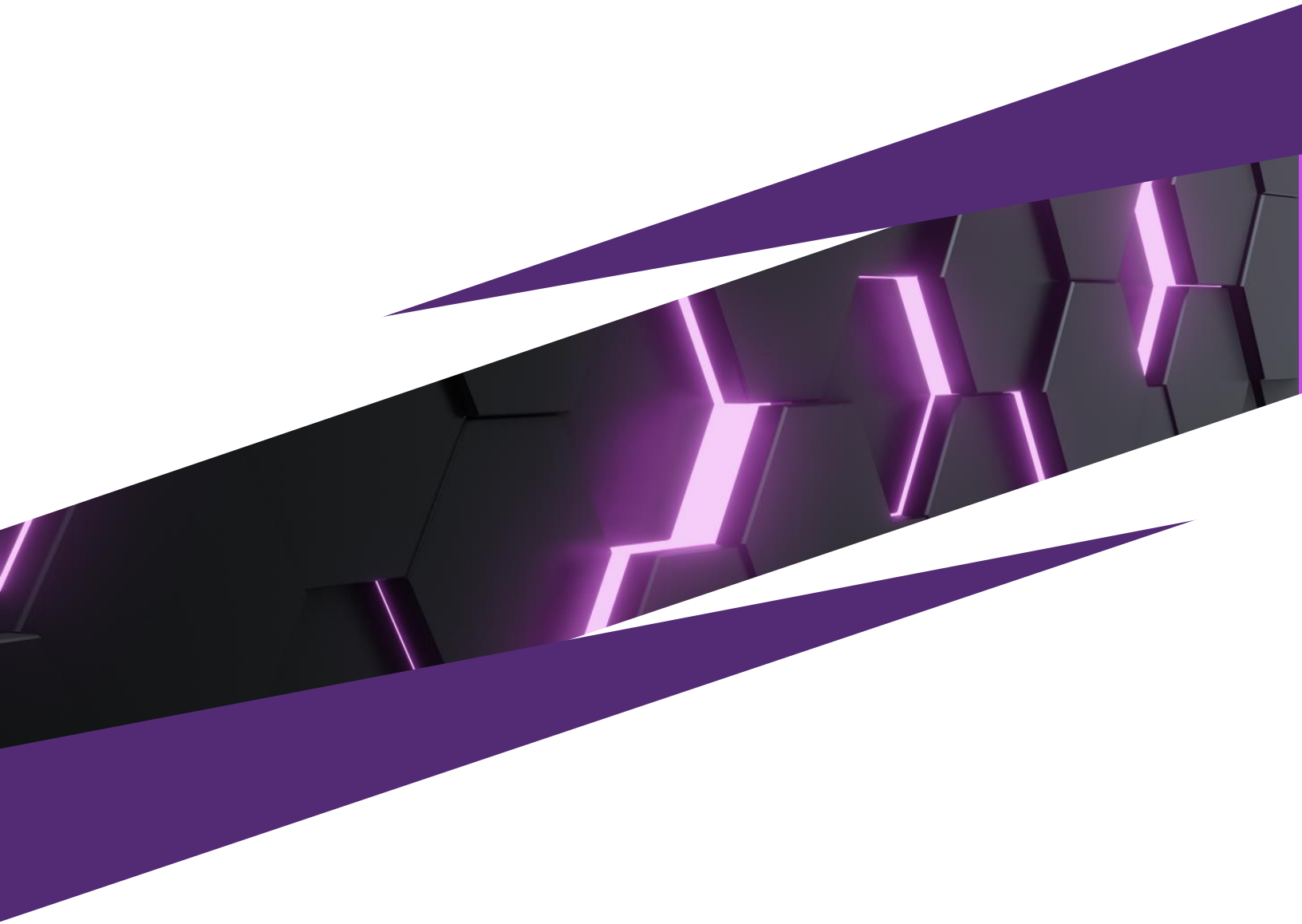
- Wichita State University
- Friends University
- Kansas University School of Medicine
- Wichita Area Vocational-Technical School
- Newman University

## Parks and Rec:

- Swimming Pool — 1
- Splash Pad — 1
- Parks — 5
- Fishing Ponds — 2
- Pedestrian/Bike Path — 17.3 Linear Miles
- Golf Course (nine holes) — 1



## Fund Balance Summary





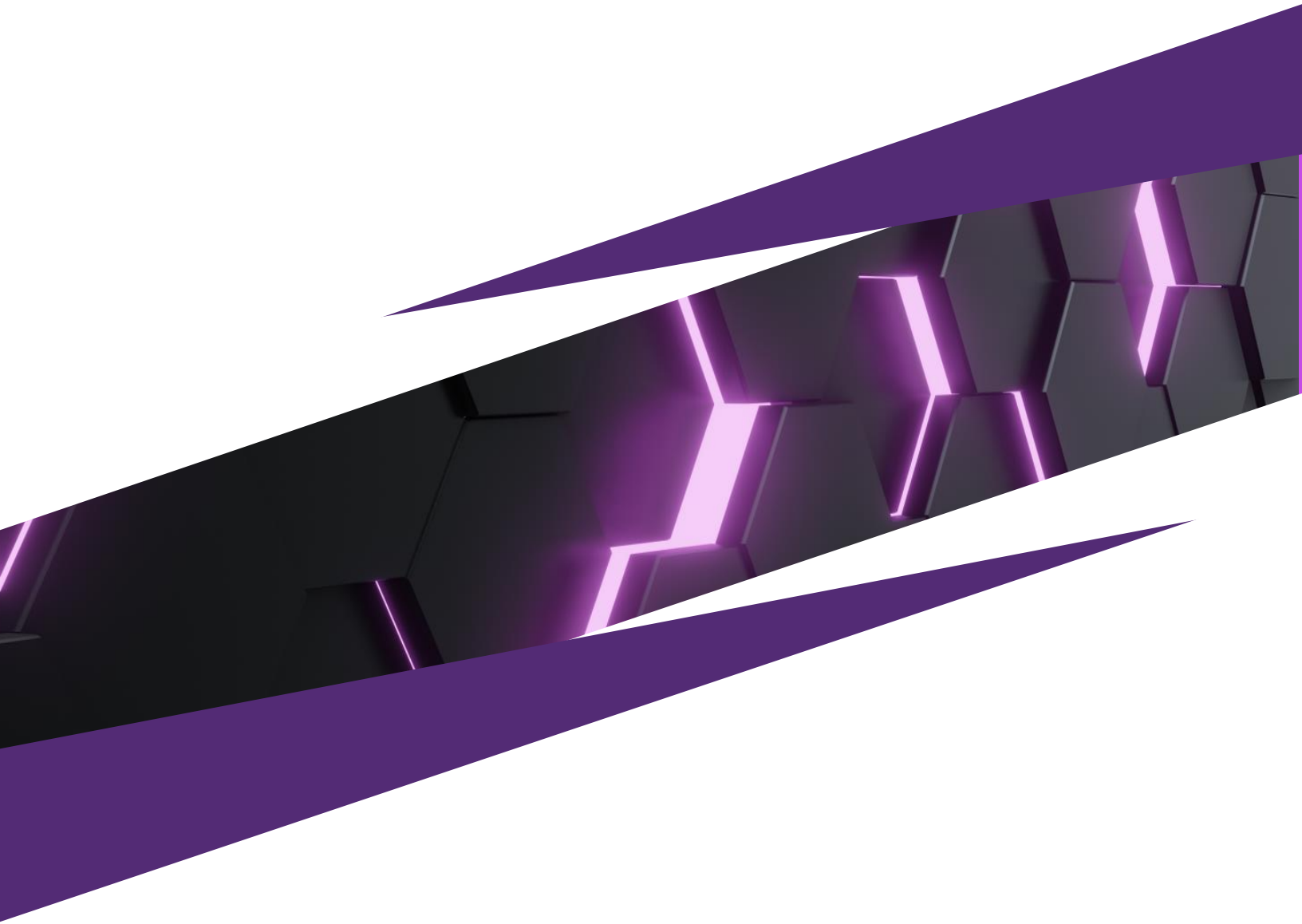
# Fund Balance Summary

City of Valley Center, Kansas  
Treasurer's Annual Unaudited Balance Summary  
For the Year Ending December 31, 2022

Fund Description	Beg. Balance	Revenues	Expenditures	Ending Balance	Balance +/-	Change %
GENERAL FUND	1,453,729.27	3,538,081.30	3,530,649.77	1,461,160.80	7,431.53	1%
SPECIAL PARKS AND REC	30,379.53	1,533.53	0.00	31,913.06	1,533.53	5%
SPECIAL ALCOHOL AND DRUGS	3,342.90	1,340.33	254.82	4,428.41	1,085.51	32%
POOL/REC SALES TAX	438,138.07	888,892.42	42,124.34	1,284,906.15	846,768.08	193%
TIF FUND	0.00	5,372,116.34	2,529,256.00	2,842,860.34	2,842,860.34	0%
EMPLOYEE BENEFITS	403,065.90	1,068,654.82	1,068,616.79	403,103.93	38.03	0%
BUILDING EQUIP RESERVE	120,193.54	662.01	57,436.45	63,419.10	-56,774.44	-47%
EQUIPMENT RESERVE	344,000.54	60,284.81	36,398.02	367,887.33	23,886.79	7%
FLEET MANAGEMENT FUND	146,381.69	140,882.67	154,278.94	132,985.42	-13,396.27	-9%
LIBRARY	894.81	301,473.30	301,473.30	894.81	0.00	0%
SPECIAL HIGHWAY	661,019.14	1,142,335.53	1,192,200.52	611,154.15	-49,864.99	-8%
EMERGENCY EQUIPMENT	119,654.11	74,748.35	62,916.28	131,486.18	11,832.07	10%
PUBLIC SAFETY TRAINING	1,937.66	2,065.00	0.00	4,002.66	2,065.00	107%
PARK BEAUTIFICATION FUND	2,215.33	0.00	0.00	2,215.33	0.00	0%
D.A.R.E.	1,648.04	10.00	0.00	1,658.04	10.00	1%
DRUG TAX DISTRIBUTION	0.32	2,777.06	0.00	2,777.38	2,777.06	867831%
LAW ENFORCE BLOCK GRANT	0.15	0.00	0.00	0.15	0.00	0%
ADSAP	1,056.19	0.00	0.00	1,056.19	0.00	0%
CAPITAL PROJECTS FUND	620,751.79	5,431,162.67	3,693,561.86	2,358,352.60	1,737,600.81	280%
BOND & INTEREST	1,092,567.23	2,076,050.59	2,068,933.71	1,099,684.11	7,116.88	1%
LAND BANK RESERVE	78,292.13	662.01	0.00	78,954.14	662.01	1%
GIFTS AND GRANTS	8,321.19	3,323.56	5,682.21	5,962.54	-2,358.65	-28%
STATE/FED. GRANT MANAGEMENT	559,110.97	1,856,395.72	1,706,533.25	708,973.44	149,862.47	27%
*WATER OPERATING	2,410,845.52	2,287,193.92	2,163,949.71	2,534,089.73	123,244.21	5%
STORMWATER UTILITY FUND	258,193.95	327,723.33	317,619.55	268,297.73	10,103.78	4%
SOLID WASTE UTILITY	113,271.59	577,656.85	579,766.54	111,161.90	-2,109.69	-2%
*WATER SURPLUS RESERVE	1,219,439.34	7,509.05	541,722.64	685,225.75	-534,213.59	-44%
**SEWER OPERATING	1,217,244.88	1,438,681.43	1,398,514.66	1,257,411.65	40,166.77	3%
07 SEWER LOAN P & I	0.00	208,647.14	208,647.14	0.00	0.00	0%
**SEWER SURPLUS RESERVE	318,004.94	2,482.46	47,414.83	273,072.57	-44,932.37	-14%
<b>GRAND TOTAL</b>	<b>11,623,700.72</b>	<b>26,813,346.20</b>	<b>21,707,951.33</b>	<b>16,729,095.59</b>	<b>5,105,394.87</b>	<b>44%</b>
*WATER OPERATING & RESERVE						
FUNDS COMBINED	3,630,284.86	2,294,702.97	2,705,672.35	3,219,315.48	-410,969.38	-11%
**SEWER OPERATING & RESERVES						
COMBINED	1,535,249.82	1,441,163.89	1,445,929.49	1,530,484.22	-4,765.60	0%

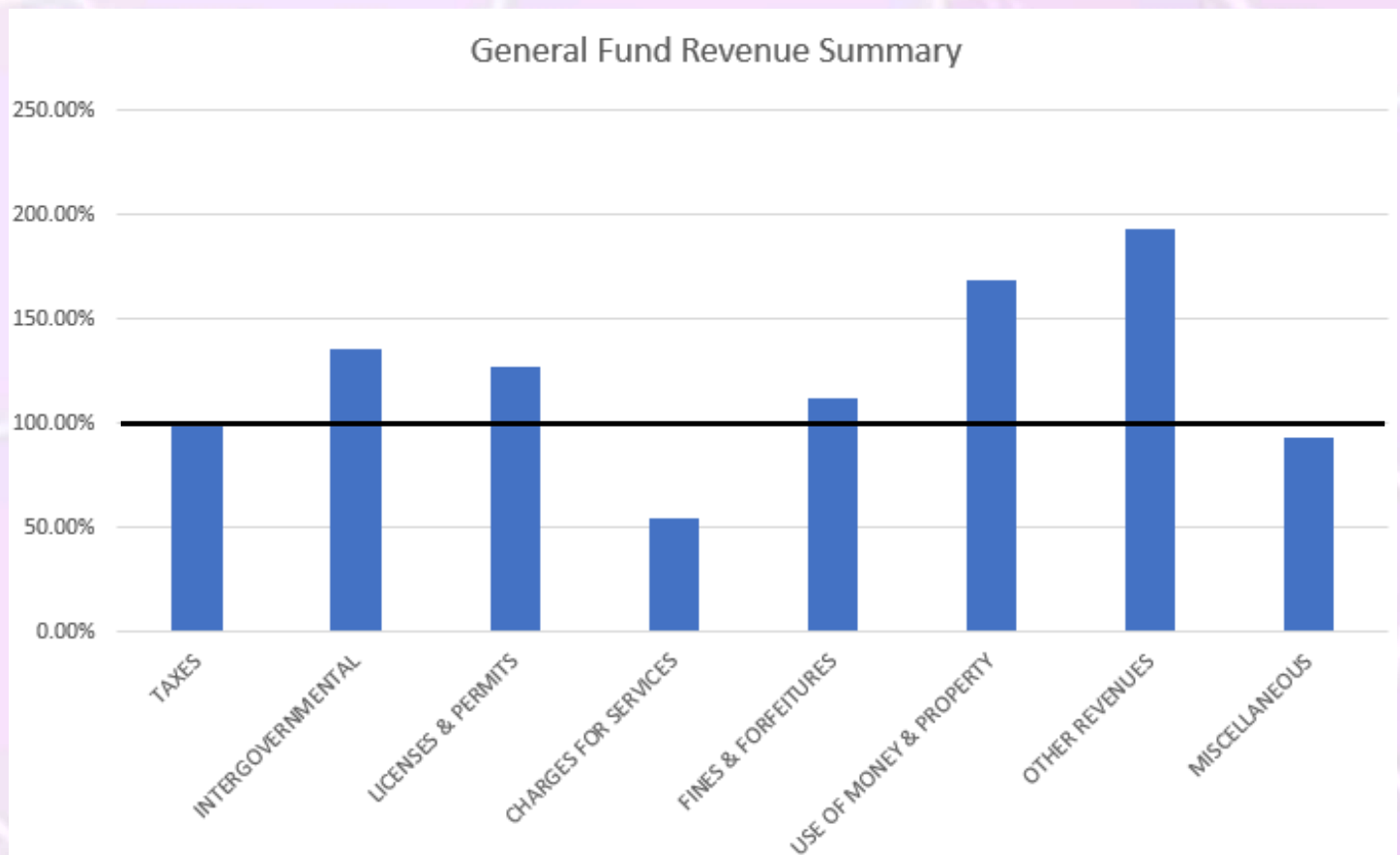


## General Fund



# General Fund Summary

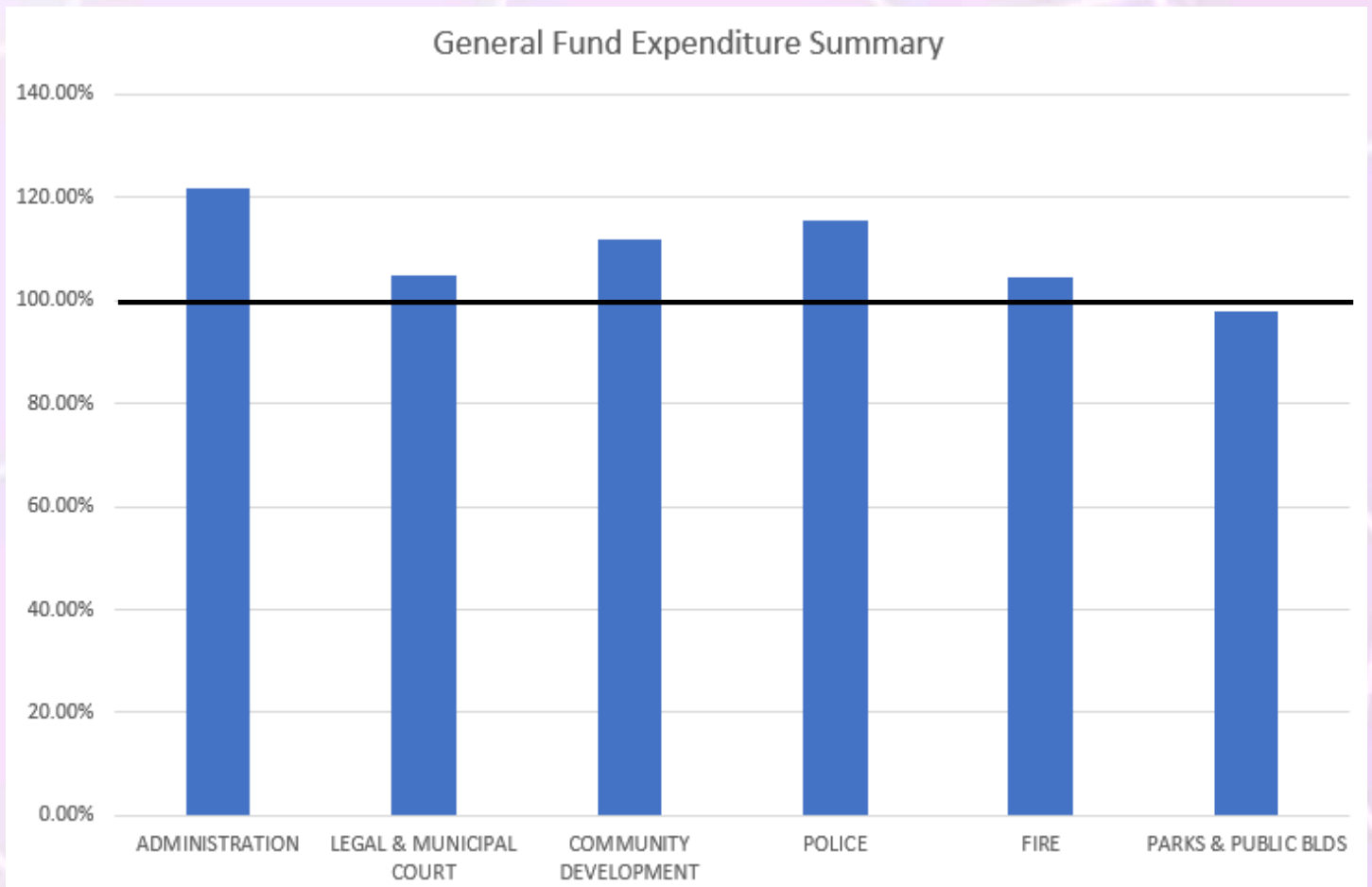
REVENUE	BUDGET	ACTUAL	BALANCE	%
TAXES	1,480,251.00	1,463,831.51	16,419.49	98.89%
INTERGOVERNMENTAL	600,000.00	816,241.98	-216,241.98	136.04%
LICENSES & PERMITS	631,150.00	801,928.38	-170,778.38	127.06%
CHARGES FOR SERVICES	6,000.00	3,250.00	2,750.00	54.17%
FINES & FORFEITURES	134,500.00	150,362.62	-15,862.62	111.79%
USE OF MONEY & PROPERTY	23,001.00	38,797.74	-15,796.74	168.68%
OTHER REVENUES	54,974.00	106,350.93	-51,376.93	193.46%
MISCELLANEOUS	169,000.00	157,318.14	11,681.86	93.09%





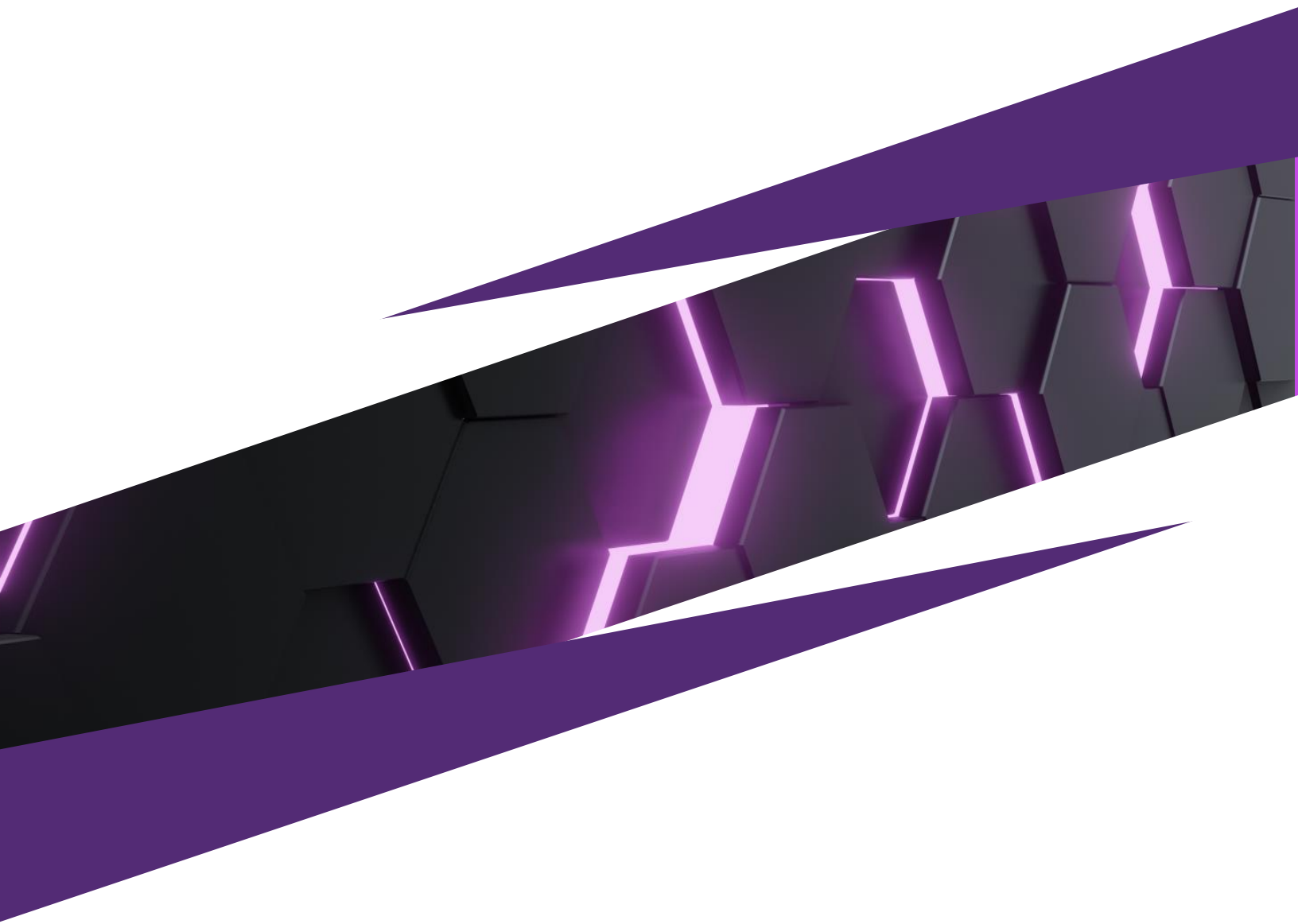
# General Fund Summary

EXPENDITURES	BUDGET	ACTUAL	BALANCE	%
ADMINISTRATION	652,200.00	793,316.88	-141,122.88	121.64%
LEGAL & MUNICIPAL COURT	164,500.00	172,414.83	-7,914.83	104.81%
COMMUNITY DEVELOPMENT	208,810.00	233,368.83	-11,563.83	111.76%
POLICE	1,188,000.00	1,374,280.71	-186,280.71	115.68%
FIRE	400,550.00	418,072.62	-17,522.62	104.37%
PARKS & PUBLIC BLDG	552,100.00	540,484.90	11,615.10	97.90%
<b>TOTAL</b>	<b>3,166,160.00</b>	<b>3,531,938.77</b>	<b>-352,789.77</b>	<b>111.55%</b>





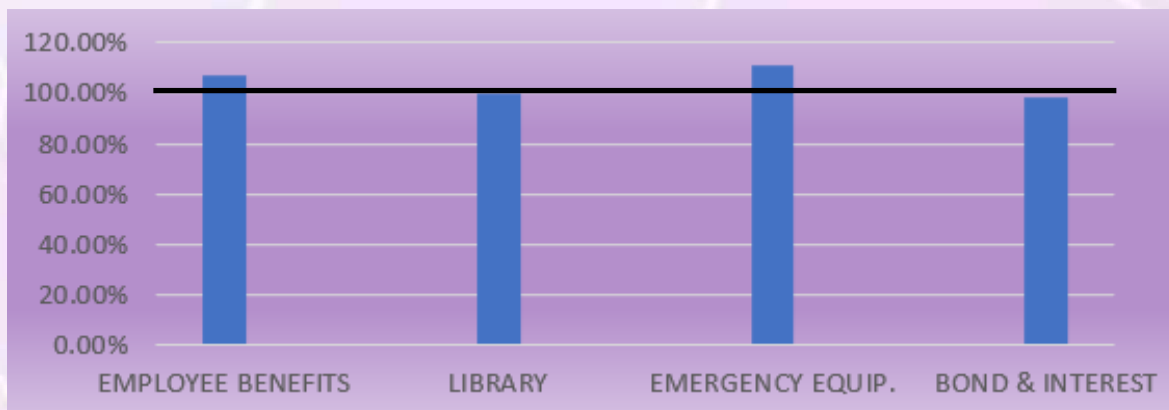
## Other Taxing Funds



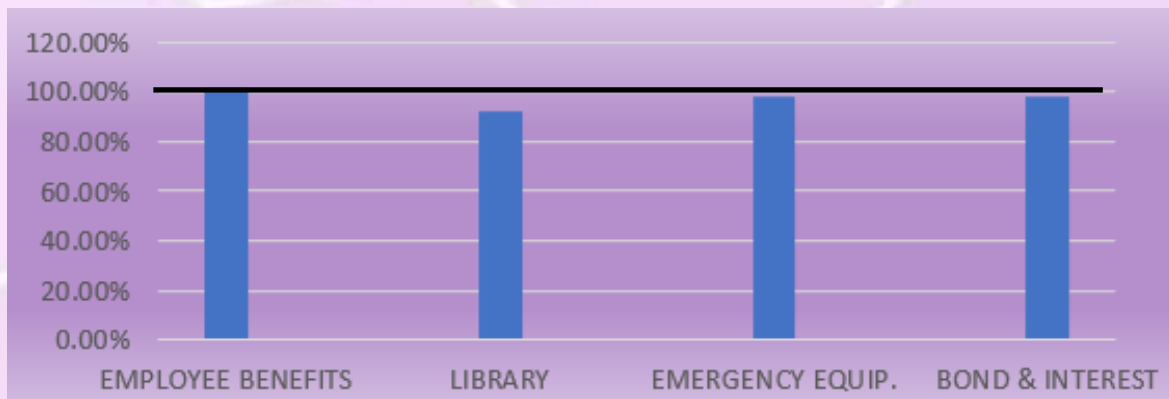


# Taxing Funds Summary

REVENUE				
	BUDGET	ACTUAL	BALANCE	PERCENT
EMPLOYEE BENEFITS	998,575.00	1,068,654.82	-70,079.82	107.02%
LIBRARY	301,490.00	301,473.30	16.70	99.99%
EMERGENCY EQUIPMENT	67,154.00	74,748.35	-7,594.36	111.31%
BOND & INTEREST	2,109,192.00	2,076,050.59	33,141.41	98.43%

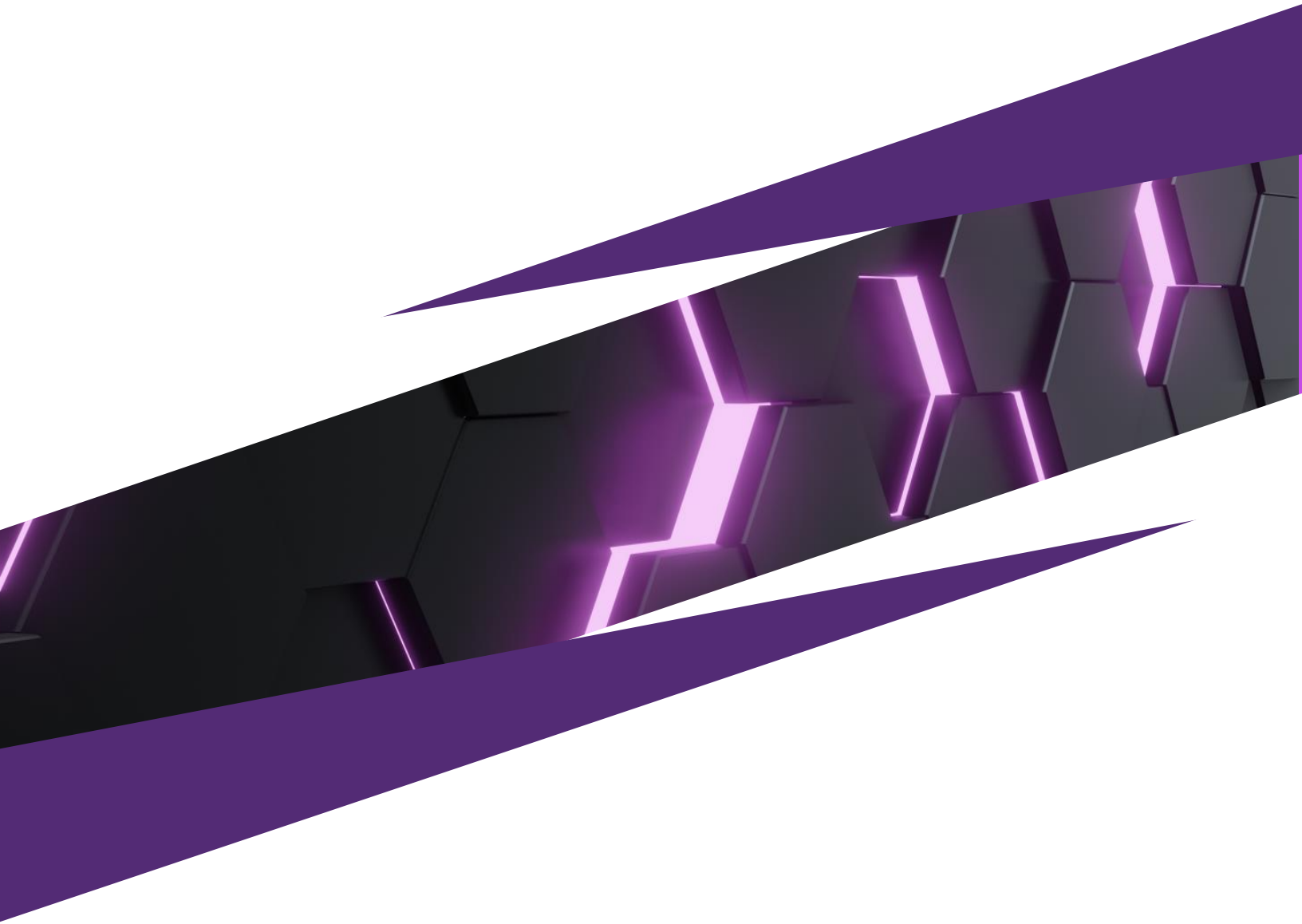


EXPENDITURE				
	BUDGET	ACTUAL	BALANCE	PERCENT
EMPLOYEE BENEFITS	1,054,248.00	1,068,616.79	-14,368.79	101.36%
LIBRARY	325,500.00	301,473.30	24,026.70	92.62%
EMERGENCY EQUIPMENT	64,250.00	62,916.28	1,065.69	97.92%
BOND & INTEREST	2,107,135.00	2,068,933.71	38,201.29	98.19%



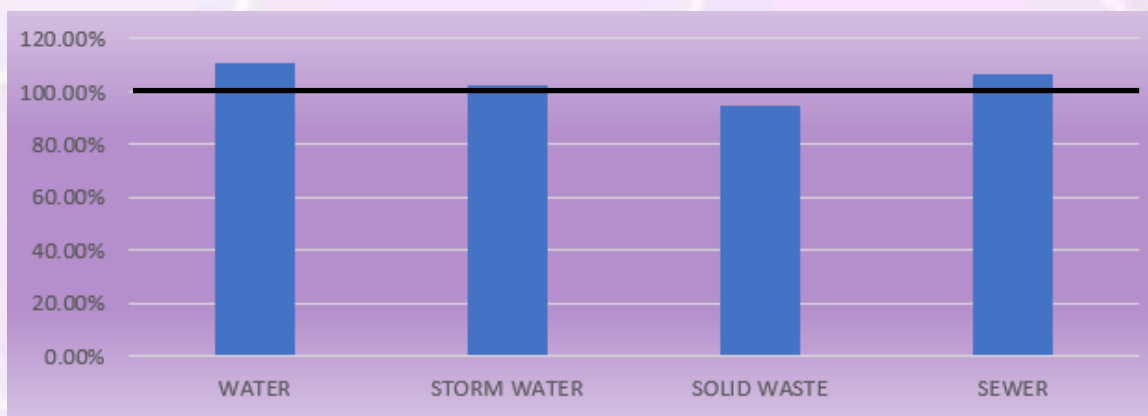


## Enterprise Funds

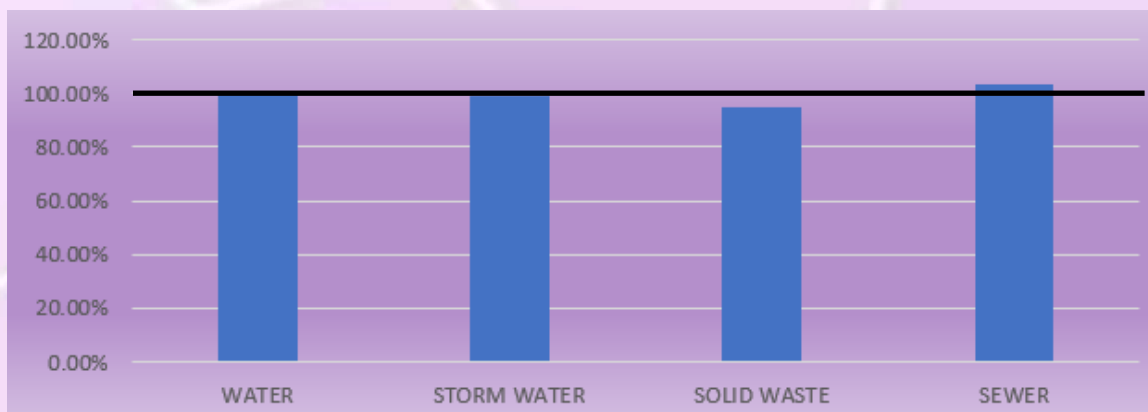


# Enterprise Funds Summary

REVENUE				
	BUDGET	ACTUAL	BALANCE	PERCENT
WATER	2,061,336.00	2,287,193.92	-225,857.92	110.96%
STORM WATER	321,000.00	327,723.33	-6,723.33	102.09%
SOLID WASTE	609,782.00	577,656.85	32,125.15	94.73%
SEWER	1,347,326.00	1,438,681.43	-91,355.43	106.78%

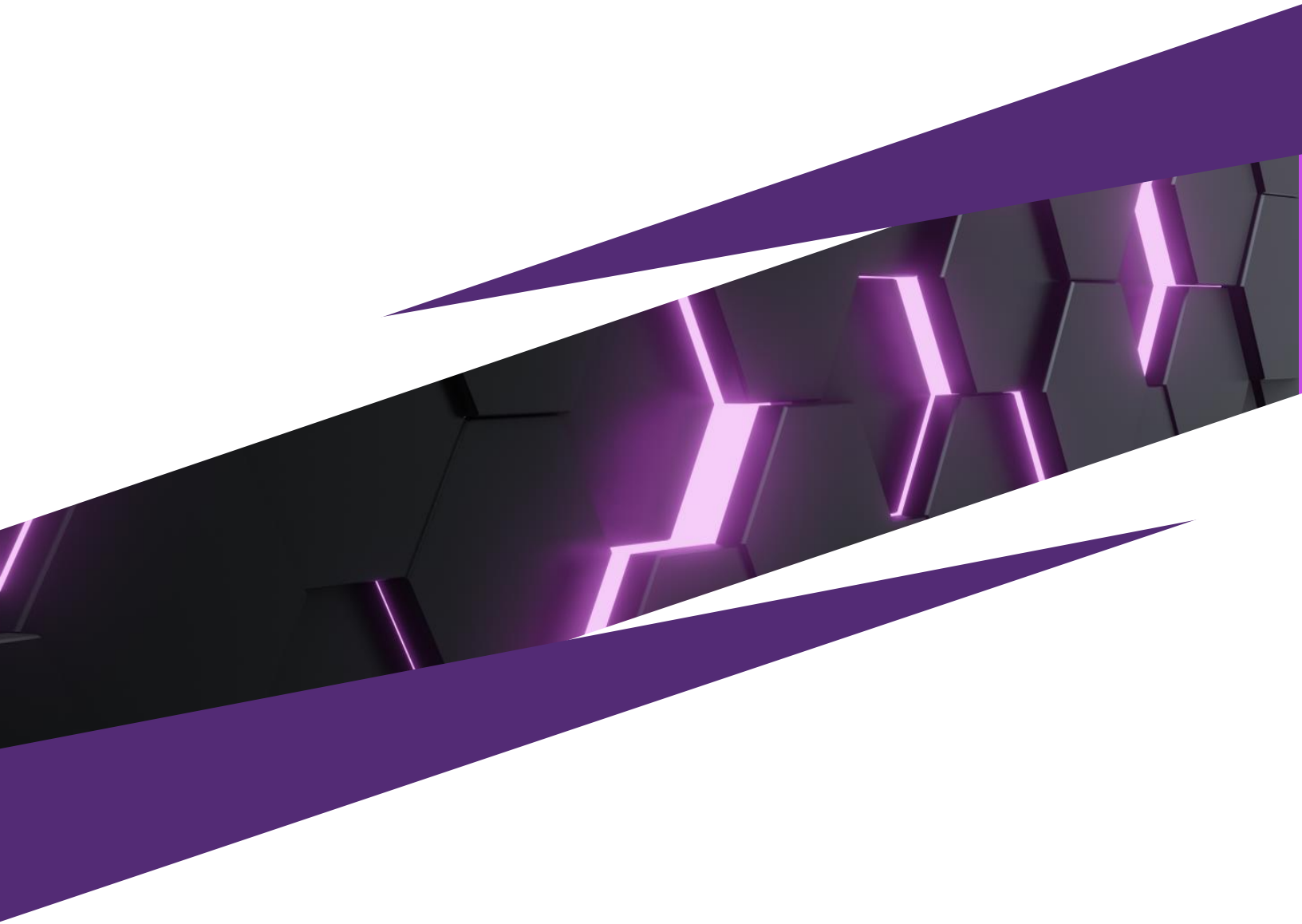


EXPENDITURE				
	BUDGET	ACTUAL	BALANCE	PERCENT
WATER	2,163,950.00	2,163,949.71	0.29	100.00%
STORM WATER	321,000.00	317,619.55	3,380.45	98.95%
SOLID WASTE	609,780.00	579,766.54	30,013.46	95.08%
SEWER	1,353,690.00	1,398,514.66	-44,908.66	103.32%





## Special Revenue Funds



# Special Funds Summary

REVENUE				
	BUDGET	ACTUAL	BALANCE	PERCENT
SPECIAL PARKS AND REC	6,769.00	1,533.53	5,235.47	22.66%
SPECIAL ALCOHOL & DRUG	6,769.00	1,340.33	5,728.67	19.80%
POOL & REC SALES TAX	650,000.00	888,892.42	-238,892.42	136.75%
SPECIAL HIGHWAY	900,200.00	1,142,335.53	-242,135.53	126.90%

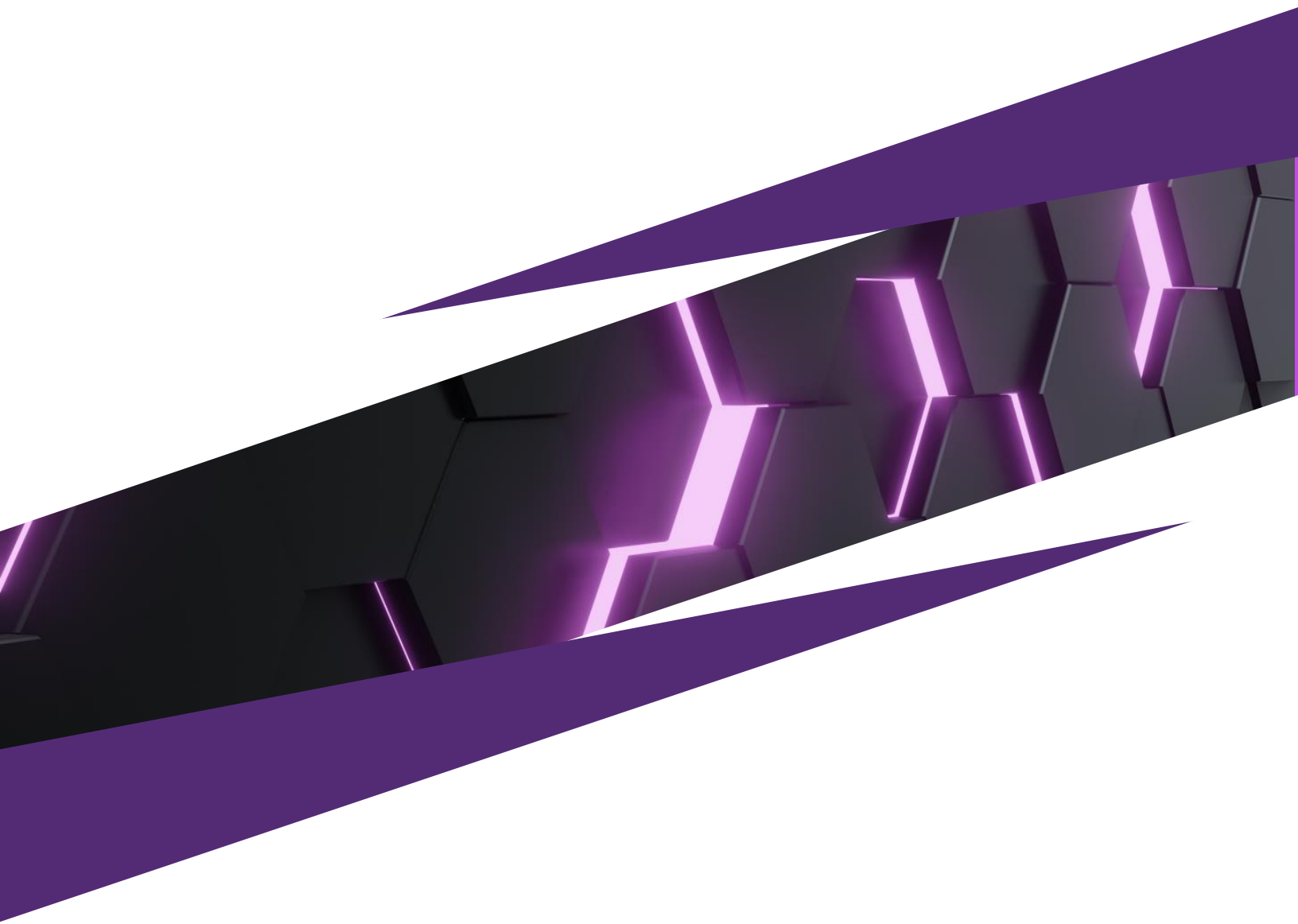
EXPENDITURE				
	BUDGET	ACTUAL	BALANCE	PERCENT
SPECIAL PARKS AND REC	5,000.00	0.00	5,000.00	0.00%
SPECIAL ALCOHOL & DRUG	5,000.00	254.82	4,745.18	5.10%
POOL & REC SALES TAX	0.00	42,124.34	-42,124.34	0.00%
SPECIAL HIGHWAY	897,350.00	1,192,200.52	-296,226.46	133.01%







# Debt Management





# Debt Management

## The City of Valley Center Debt Policy states:

The City shall comply with the debt limits of the state of Kansas, and seek to minimize debt when it is used.

The City will not engage in debt financing unless the proposed obligation, when combined with all existing debts, will result in debt ratios throughout the life of the proposed obligation that are less than the following benchmarks:

Per capita direct debt will not exceed \$500

Per capita direct, overlapping and underlying debt will not exceed \$3,000

Direct debt as a percentage of estimated full market value will not exceed 1.5%

Direct, overlapping and underlying debt as a percentage of estimated full market value will not exceed 6.0%

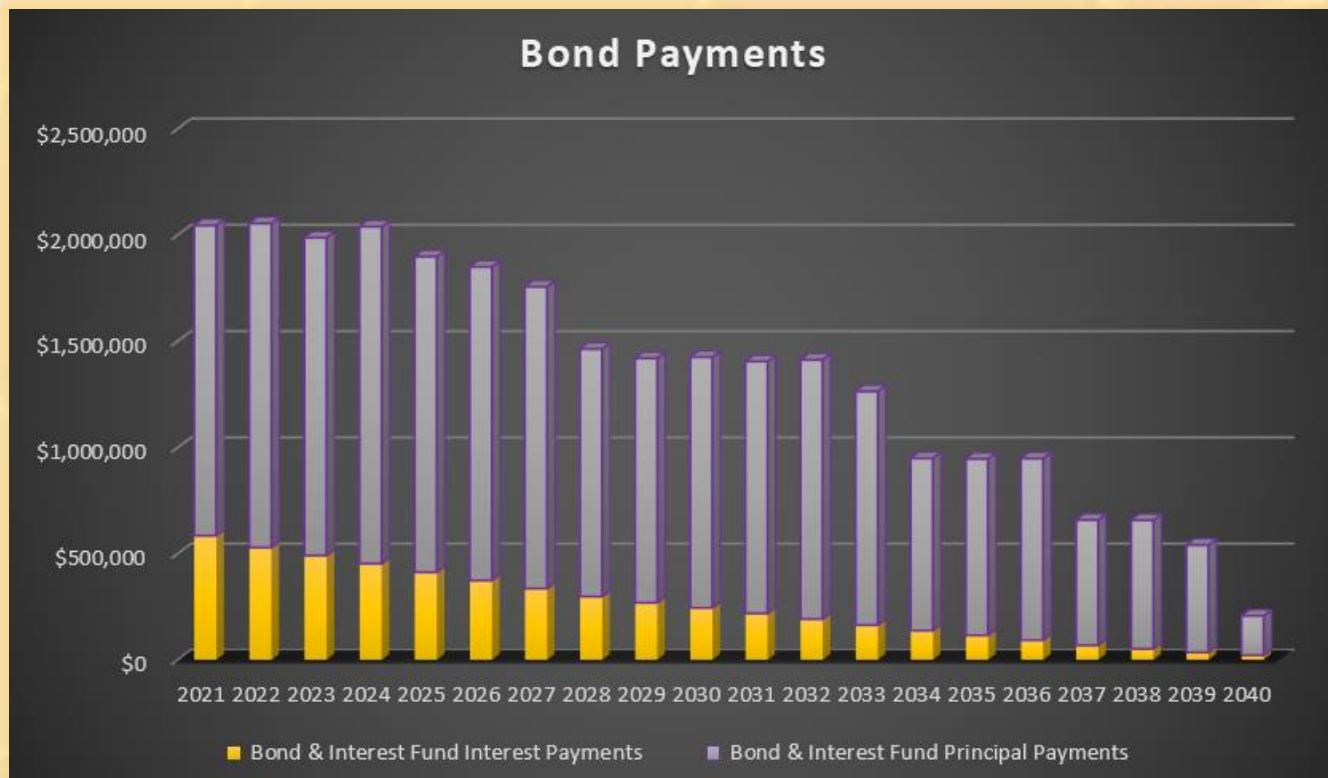
Annual debt service will not exceed 20% of budgeted expenditures

The legal debt limit for a municipality in the state of Kansas according to K.S.A. 10-308 is 30% of the municipality's assessed valuation. Exceptions to this rule are stated in K.S.A. 10-309 which states:

*"Notwithstanding the provisions of K.S.A. 10-308, and amendments thereto: (a) Bonds issued by any city for the purpose of acquiring, enlarging, extending or improving any storm or sanitary sewer system; or (b) bonds issued by any city for the purpose of acquiring, enlarging, extending or improving any municipal utility; or (c) bonds issued by any city to pay the cost of improvements to intersections of streets and alleys or that portion of any street immediately in front of city or school district property, shall not be included in computing the total bonded indebtedness of the city for the purposes of determining the limitations on bonded indebtedness provided in K.S.A. 10-308, and amendments thereto."*

Type of Debt	Issue Date	Maturity Date	Interest Rate %	Date Due		Amount Issued	2022 Interest	2022 Principal	Outstanding Balance
				Interest	Principal				
2016-1-G.O. Bond	6/1/2016	12/1/2036	3.00	6/1	12/1	4,490,000	87,350	210,000	3,332,650
2017-1 G.O. Bond	10/12/2017	12/1/2032	3.00	6/1	12/1	3,030,000	58,946	285,000	1,746,054
2018-1 G.O. Bond	8/23/2018	12/1/2038	3.00	6/1	12/1	1,470,000	48,603	65,000	1,356,397
2019-1 G.O. Bond	5/23/2019	12/1/2039	3.00	6/1	12/1	3,980,000	122,550	160,000	3,457,450
2020-1 G.O. Bond	2/6/2020	12/1/2044	2.33	6/1	12/1	4,675,000	113,518	105,000	4,196,482
2020-2 G.O. Bond	9/1/2020	12/1/2033	0.77	6/1	12/1	6,540,000	98,168	700,000	5,016,832
<b>Total G.O. Bonds</b>						<b>24,185,000</b>	<b>529,135</b>	<b>1,525,000</b>	<b>19,105,865</b>
2022-1 Temp Note	6/23/2022		2.20			9,490,000			
2022-2 Temp Note	6/23/2022		3.21			855,000			
<b>Total Temp Notes</b>						<b>10,345,000</b>	<b>0</b>	<b>0</b>	<b>0</b>
2007 KWPCRLF sewer	7/26/2007	3/1/2029	2.51	2/1	9/1	3,299,870	29,109	176,319	1,126,362
<b>Total Other</b>						<b>3,299,870</b>	<b>29,109</b>	<b>176,319</b>	<b>1,126,362</b>
2007 KWPCRLF sewer	1/24/2020	1/24/2025	3.13	1/1	1/1	150,004	939	32,871	87,881
<b>Total Leases</b>						<b>150,004</b>	<b>939</b>	<b>32,871</b>	<b>87,881</b>
<b>TOTAL ISSUED DEBT</b>						<b>37,979,874</b>	<b>559,183</b>	<b>1,734,190</b>	<b>20,320,108</b>

# Debt Schedule to Maturity—G.O. Bonds



## Total Debt Service Payments for all General Obligation Bonds Per Year

In 2020 the city refinanced four existing bonds, creating the 2020 - 2022 bond. This move will save the city over \$900,000 in interest.



Fiscal Year	Beginning Balance	Bond & Interest Fund Interest Payments	Bond & Interest Fund Principal Payments	Total
2021	\$22,620,000	\$584,990	\$1,460,000	\$2,044,990
2022	\$21,160,000	\$529,134	\$1,525,000	\$2,054,134
2023	\$19,635,000	\$491,548	\$1,495,000	\$1,986,548
2024	\$18,140,000	\$453,626	\$1,585,000	\$2,038,626
2025	\$16,555,000	\$412,981	\$1,485,000	\$1,897,981
2026	\$15,070,000	\$374,336	\$1,475,000	\$1,849,336
2027	\$13,595,000	\$335,988	\$1,420,000	\$1,755,988
2028	\$12,175,000	\$298,243	\$1,165,000	\$1,463,243
2029	\$11,010,000	\$269,435	\$1,150,000	\$1,419,435
2030	\$9,860,000	\$244,981	\$1,180,000	\$1,424,981
2031	\$8,680,000	\$219,162	\$1,185,000	\$1,404,162
2032	\$7,495,000	\$192,384	\$1,220,000	\$1,412,384
2033	\$6,275,000	\$163,853	\$1,100,000	\$1,263,853
2034	\$5,175,000	\$138,463	\$810,000	\$948,463
2035	\$4,365,000	\$115,913	\$830,000	\$945,913
2036	\$3,535,000	\$92,713	\$855,000	\$947,713
2037	\$2,680,000	\$68,628	\$590,000	\$658,628
2038	\$2,090,000	\$52,338	\$605,000	\$657,338
2039	\$1,485,000	\$35,526	\$505,000	\$540,526
2040	\$980,000	\$22,255	\$185,000	\$207,255

**NEW BUSINESS**  
**RECOMMENDED ACTION**

**F. YEAR END 2022 FINANCIAL REVIEW:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion to accept and file 2022 year-end financial review report.**

## **NEW BUSINESS**

### **G. RESOLUTION 730-23; CLEARWAVE RIGHT OF WAY AGREEMENT:**

Comm. Dev. Dir. Shrack will present Resolution 730-23, which authorizes Clearwave Fiber access to the City's right-of-way (ROW) to install new fiber internet service lines throughout the community. Kala Maxfield with Clearwave Fiber will also present information on the company and their intended plan to build new fiber internet service in Valley Center.

- Clearwave Presentation
- Resolution 730-23

# clearwave fiber

Bringing the Speed and Reliability of Fiber to Your Community



# Executive Summary

Clearwave Fiber is focused on bringing fiber to the premise (FTTP) based broadband services to residential and business customers in its current footprint and a range of underserved markets around the country.

- Clearwave Fiber is expanding its territory for residential product offerings and wants to partner with the community of Valley Center in our efforts
  - Our low latency, all-fiber network is 100% built, owned and operated by Clearwave Fiber, and was designed for business and carrier clients. This same network will be used to deliver the highest quality Fiber to the Home (FTTH) solution to your residents.
  - By owning and operating our own network, Clearwave Fiber can better control the quality and reliability of the services we provide. Our engineers and technicians are in constant contact with our Network Operation Center, which monitors the network 24 hours a day to ensure we are achieving optimum network performance and reliability.
- ✓ **Residential, Business Class or Dedicated Service**
  - ✓ **99.9% Network Uptime**
  - ✓ **No Data Caps or extra usage charges**
  - ✓ **24 -Hour Local Tech Support**



# Who is Clearwave Fiber?

- Clearwave Fiber is a 100% Fiber Optic Internet provider offering business, enterprise, and residential communications services across the Midwest and Southeast regions of the United States
  - We are a customer -centric organization focused on the rapid deployment of fiber in small cities and towns that need it the most, providing fast and dependable connectivity
- Formed in early 2022 from Hargray Fiber (SE) and Clearwave Communications (MW), Clearwave Fiber has a history of consistent growth that outpaces the industry and has the financial backing of Cable One, GTCR, Stephens Capital, and The Pritzker Organization
- Our team of colleagues is committed to delivering the most advanced technology with unrivaled reliability and customer service
- Unlike many providers, Clearwave Fiber believes in investing in and establishing meaningful operations in the communities it serves, not managing from afar





# Clearwave Fiber is a Proven Success

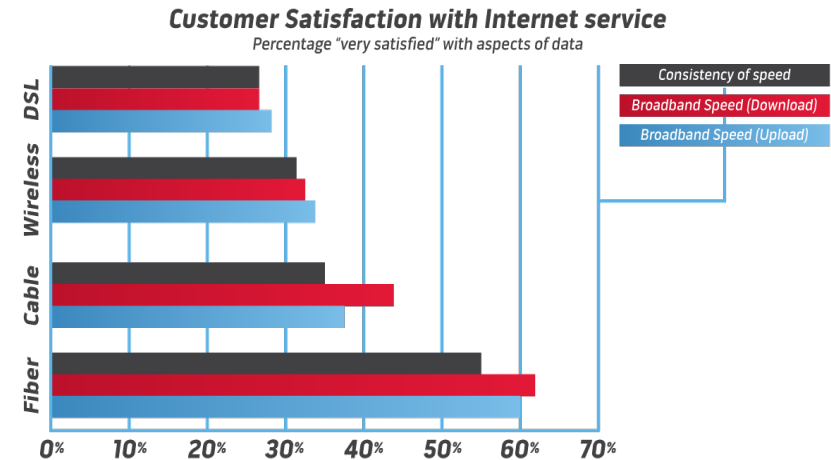
- Committed to delivering the most advanced technology with unrivaled reliability for your residents and businesses
- Millions of dollars invested in the communities we serve, striving to make them the best places to live, work, and play
- Consistent track record of successfully completing build projects and delivering services as promised, within committed time frames
- Strong local employee presence in and around the communities that we serve
- Connecting people, communities and businesses to each other and the world



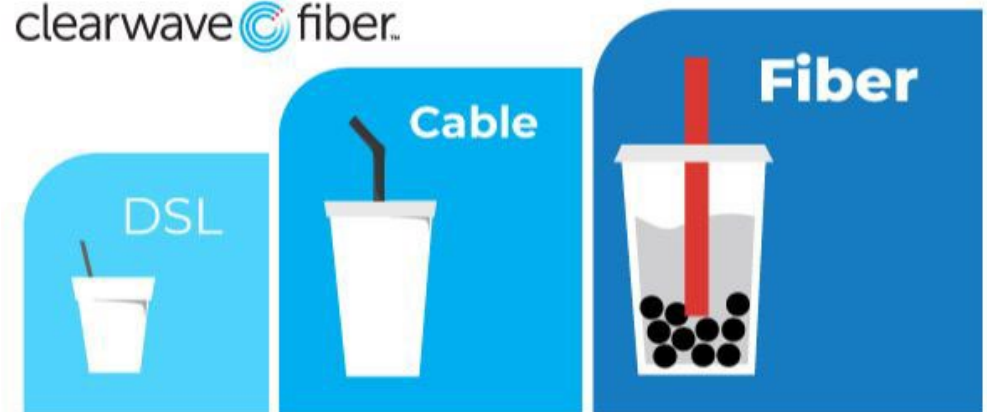


# Fiber Meets Growing Needs of Communities

- The “gold standard” – Fiber delivers the kind of bandwidth consumers and businesses are demanding, while copper and coax technologies struggle to keep up
- Fiber provides the infrastructure for communities and local economies to evolve, expand and thrive
- 1 Gigabit Internet can increase a home’s value by 3.1%\*\*
- An affordable way for household members work, play, and communicate at the same time
- Future -proof, reliable, and scalable – enabling businesses to be more efficient and keep up with communication demands



clearwave  fiber™



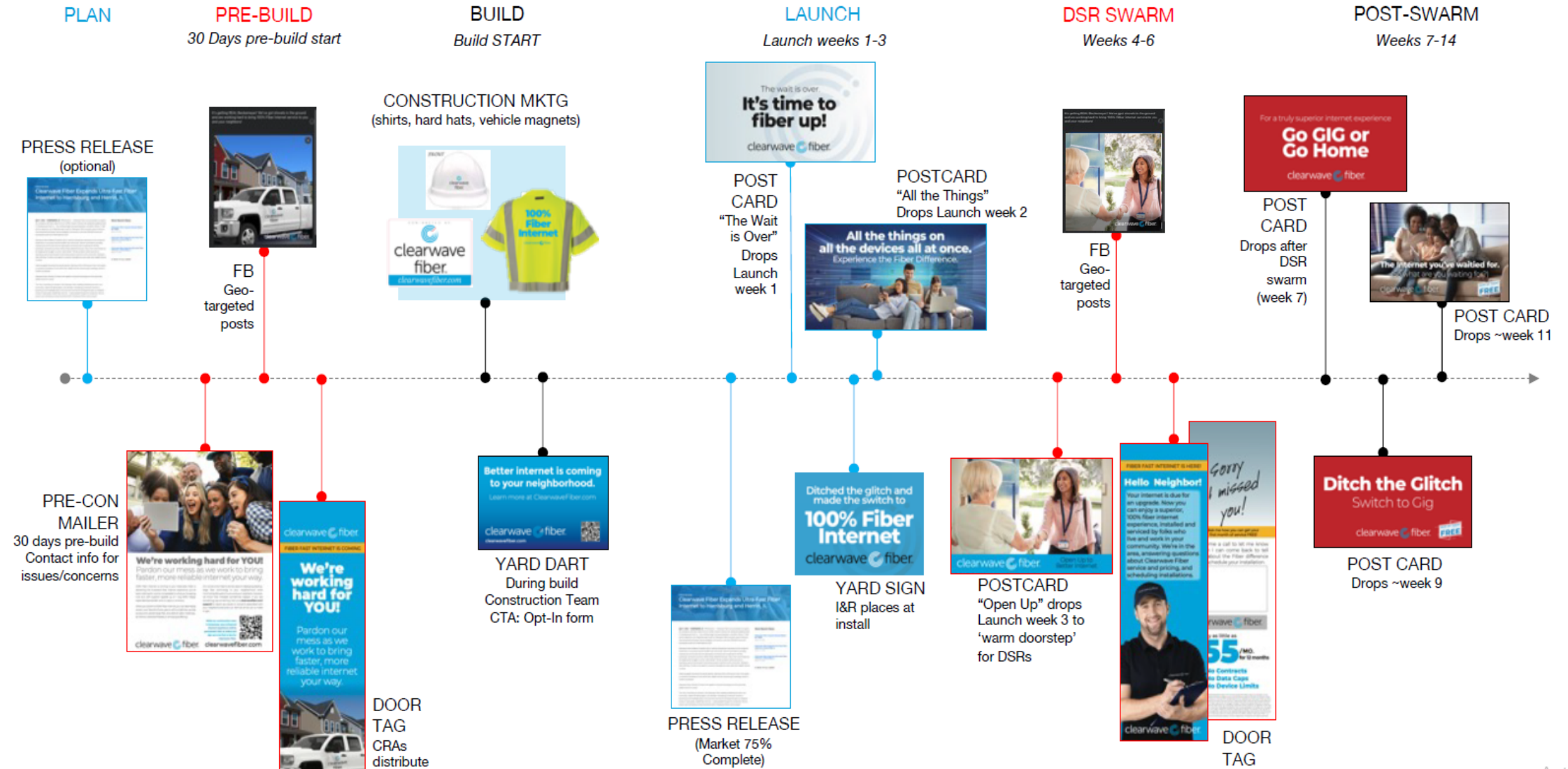
The **Difference** is **Clear...**

# Clearwave is In Your Town and In Your Corner

Clearwave Fiber will invest meaningful resources in your community by installing world-class network infrastructure, expanding broadband capabilities to underserved areas, creating local jobs, and actively engaging in local organizations and schools

- ✓ Chamber of Commerce
  - ✓ Local schools and educational programs
  - ✓ Community events
- Clearwave Fiber supports the FCC Affordable Connectivity Program to help provide fast and reliable connectivity needed for work, school, health care and much more





# clearwave fiber

## Thank you

Kala Maxfield

Market Development Manager

620.757.0791

[kala.maxfield@clearwavefiber.com](mailto:kala.maxfield@clearwavefiber.com)

## RESOLUTION NO. 730-23

### A RESOLUTION AUTHORIZING DELTA COMMUNICATIONS, LLC dba CLEARWAVE FIBER ACCESS TO THE CITY OF VALLEY CENTER, KANSAS' PUBLIC RIGHT-OF-WAY TO INSTALL FIBER INTERNET SERVICE LINES THROUGHOUT THE COMMUNITY.

**WHEREAS**, the City of Valley Center, Kansas desires to expand the availability of affordable, reliable high-speed internet service throughout the community.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Valley Center, Kansas enters into the following right-of-way agreement:

#### **TELECOMMUNICATIONS PROVIDER RIGHT-OF-WAY USE AGREEMENT**

This Telecommunications Provider Right-of-Way Use Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date"), by and between the CITY OF VALLEY CENTER, KANSAS, a Kansas municipal corporation (the "City"), and DELTA COMMUNICATIONS, LLC dba CLEARWAVE FIBER, an Illinois limited liability company ("Clearwave").

#### RECITALS

A. Clearwave is an entity that provides telecommunications services within the State of Kansas and has requested permission to install fiber optic cabling and related facilities for data transmission in the City's public right-of-way for the purpose of providing IP-enabled service and VoIP (as defined below).

B. Clearwave is authorized to construct, maintain, and operate its telecommunications facilities within the City's public right-of-way, subject to the City's reasonable regulations related to the public health, safety, and welfare.

C. Clearwave does not presently intend to use the proposed facilities or public right-of-way for the provision of any services for which a franchise or other authorization is required by the City, including but not limited to "cable services," "open video system services," "video services," "local exchange services," or "competitive infrastructure provider services."

D. In addition, Clearwave does not presently intend to use the proposed facilities or public right-of-way in the capacity of a "wireless services provider" or a "wireless infrastructure provider," as defined in K.S.A. 66-2019, and amendments thereto.

E. The City has found it to be in the public interest to grant permission to Clearwave to construct, maintain, and operate the fiber optic cabling and related facilities in the public right-of-way, subject to the terms and conditions outlined below.

#### **THE PARTIES THEREFORE AGREE:**



1. **Definitions.** For the purpose of this Agreement, the following words and phrases and their derivations shall have the following meanings:

***“Public right-of-way”*** means only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as right-of-way. The term does not include the airwaves above a right-of-way with regard to wireless telecommunications or other nonwire telecommunications or broadcast service, easements obtained by utilities or private easements in platted subdivisions or tracts.

***“IP-enabled service”*** means any service, capability, functionality, or application using an internet protocol (IP) that enables an end user to send or receive a voice, data or video communication in an IP format.

***“VoIP”*** is any service that: (A) uses an internet protocol (IP) to enable real-time, two-way voice communication that originates from, or terminates at, the user’s location in an IP; (B) utilizes a broadband connection from the user’s location; and (C) permits a user to receive a call that originates on the public switched telephone network (PSTN) and to terminate a call to the PSTN.

***“Telecommunications services”*** means providing the means of transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received.

2. **Grant.** Subject to the terms and conditions of this Agreement, including but not limited to the franchise obligations set forth in Section 3 below, Clearwave is hereby granted the non-exclusive right to construct, maintain, and operate fiber optic cabling and related facilities and appurtenances (the “Facilities”) within the City’s public right-of-way, for the exclusive purpose of providing IP-enabled service and VoIP.

3. **Franchise or Other Agreements Required.** Clearwave acknowledges and agrees that this Agreement is not a franchise agreement under K.S.A. 12-2001 *et seq.*, and Clearwave must obtain a franchise, at the City’s discretion and in accordance with applicable law, before Clearwave may use the public right-of-way for the provision of any telecommunications services for which a franchise or other authorization may be required by the City, including but not limited to “cable services” (as defined by 47 U.S.C. § 522(6); “open video system services” (without payment of fees permitted by 47 U.S.C. § 573(c)(2)(B)), “local exchange services” (as defined in K.S.A. 12-2001(c)(7)), “competitive infrastructure provider services” (as defined in K.S.A. 17-1902(a)(4)); or for the provision of any telecommunications services for which the City receives a “gross revenues” fee under the terms of any franchise between the City and another telecommunications provider, but subject to Clearwave’s right to challenge in good faith any such franchise requirement. In addition, Clearwave acknowledges and agrees that it will not use the Facilities or public right-of-way in the capacity of a “wireless services provider” or a “wireless infrastructure provider,” as defined in K.S.A. 66-2019, and amendments thereto, and Clearwave must obtain a master license agreement, or such other agreement(s) or authorizations as may be required by the City, at the City’s discretion and in accordance with applicable law, before Clearwave may use the public right-of-way in the capacity of a “wireless services provider” or a

“wireless infrastructure provider,” as defined in K.S.A. 66-2019, and amendments thereto, but subject to Clearwave’s right to challenge in good faith any such requirement. In addition, Clearwave acknowledges and agrees that it will not use the Facilities or public right-of-way in the capacity of a “video services provider” as defined in K.S.A. 12-2022, and amendments thereto, and Clearwave must provide the City with notice, and execute an agreement with the City, pursuant to K.S.A. 12-2024, and amendments thereto, before Clearwave may provide “video service” within the City’s jurisdiction, but subject to Clearwave’s right to challenge in good faith any such requirement. Prior to using the public right-of-way for the provision of any services for which Clearwave is required by law or this Section 3 to enter into a contract franchise ordinance or a different or additional agreement with the City, Clearwave shall notify the City, in writing, of such additional proposed services, and the parties agree to act in good faith in promptly negotiating a contract franchise ordinance or such additional or different agreement or authorization. If Clearwave uses the public right-of-way for the provision of any services in violation of this Section 3, Clearwave agrees to immediately pay to the City, on demand, an amount equal to the total fees or compensation that should have been paid to the City, at franchise rates no higher than levied against other applicable services providers, but for Clearwave’s violation of this Section, plus a sum equivalent to the statutory rate of interest on all unpaid amounts.

**4. Term.** The initial term of this Agreement shall be for a period of ten (10) years, beginning on the Effective Date. Thereafter, this Agreement will automatically renew for additional one (1) year terms, unless either party notifies the other party of its intent to terminate the Agreement at least six (6) months before the expiration of the then current term. Any such additional term shall be deemed a continuation of this Agreement on the same terms and conditions.

**5. Compliance with Law and Other City Regulations.**

A. The authority of Clearwave to use and occupy the public right-of-way shall always be subject and subordinate to the reasonable public health, safety, and welfare requirements and regulations of the City. The City may exercise its home rule powers in its administration and regulation related to the management of the public right-of-way, provided that any such exercise must be competitively neutral and may not be unreasonable or discriminatory. Clearwave shall be subject to all applicable laws and statutes, and all rules, regulations, policies, resolutions and ordinances now or hereafter adopted by the City.

B. As a condition of this Agreement, Clearwave is required to obtain and is responsible for complying with any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission (FCC) or the Kansas Corporation Commission (KCC). Clearwave shall also comply with all applicable laws, statutes and city ordinances, resolutions, and regulations, whether now existing or hereafter adopted, including but not limited to the City’s ordinances for managing the use and occupancy of the public right-of-way and amendments thereto. The forgoing compliance obligations shall be subject to Clearwave’s right to challenge in good faith such laws, statutes, and city ordinances, resolutions, and regulations. Nothing in this Agreement is intended or shall be construed to abrogate or waive any requirements or conditions imposed by any other applicable law or regulation.

**6. Use of the Public Right-of-Way.**

A. Pursuant to K.S.A. 17-1902, and amendments thereto, and subject to the provisions of this Agreement, Clearwave shall have the right to construct, maintain and operate its Facilities along, across, upon and under the public right-of-way. Such Facilities shall be so constructed and maintained so as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use by other utilities. All installations of Clearwave's Facilities under hard surfaces shall be installed via the boring method, unless otherwise agreed by the City upon Clearwave's showing of undue hardship. For purposes of this requirement, the term "hard surfaces" shall mean concrete, asphalt, or any other hard surface with similar structural characteristics, including but not limited to streets, sidewalks, and driveways.

B. Clearwave shall coordinate the placement of the Facilities in a manner which minimizes adverse impact on public improvements, as reasonably determined by the City. Where placement is not otherwise regulated, the Facilities shall be placed with adequate clearance from such public improvements so as not to impact or be impacted by the public improvements. Because of the number of public utility Facilities located along the right-of-way, Clearwave and its contractor shall, at the discretion of the City, stake the route and confirm the horizontal location and vertical elevation of the water, sanitary sewer and storm sewer lines along the route, and obtain the City's approval of such horizontal and vertical locations prior to beginning installation of any Facilities. Except as otherwise approved by the City, which approval shall not be unreasonably withheld, Clearwave shall install the Facilities a minimum of five (5) horizontal feet and two (2) vertical feet away from water, sanitary and storm sewer lines, where possible along the route.

C. All of the materials, plans, and installation of the Facilities shall be approved by or as directed by the City and in accordance with any other approved specifications for performing work in the public right-of-way. Prior to construction, reconstruction, or relocation of any Facilities in the public right-of-way, Clearwave shall, at its own cost and expense, prepare and deliver to the City for approval, plans and specifications of the proposed installation, and obtain any and all permits required by applicable law.

D. Clearwave shall keep and maintain accurate records and as-built drawings depicting accurate horizontal and vertical locations of the Facilities as constructed or reconstructed in the public right-of-way, which shall be made available to the City upon request. All points of the Facilities shall be horizontally located from street centerline, or section or quarter section lines or corners. Vertical locations or all points of Facilities shall consist of elevations in either City datum or United States Geological Survey datum.

E. Nothing in this Agreement shall be interpreted as granting Clearwave the authority to construct, maintain or operate any facility or related appurtenance on property owned by the City outside of the public right-of-way.

F. Clearwave shall participate in the Kansas 811 utility location program with respect to all of its Facilities in the public right-of-way.

G. Clearwave is responsible for ensuring that all contractors and subcontractors comply with the requirements of this Agreement when performing work on behalf of Clearwave, and Clearwave shall be jointly and severally responsible for any acts or omissions of its contractors or their subcontractors.



7. **Limitation on Use of Portion of Right-of-Way.** The City shall have the authority to prohibit the use or occupation of a specific portion of public right-of-way by Clearwave due to a reasonable public interest necessitated by public health, safety and welfare so long as the authority is exercised in a competitively neutral manner and is not unreasonable or discriminatory. A reasonable public interest shall include but not be limited to the following:

A. The prohibition is based upon a recommendation of the city engineer, is related to public health, safety and welfare, and is nondiscriminatory among providers, including incumbent providers;

B. Clearwave has rejected a reasonable, competitively neutral and nondiscriminatory justification offered by the City for requiring an alternate method or alternate route that will result in neither unreasonable additional installation expense nor a diminution of service quality;

C. The City reasonably determines, after affording Clearwave reasonable notice and an opportunity to be heard, that a denial is necessary to protect the public health and safety and is imposed on a competitively neutral and nondiscriminatory basis; or

D. The specific portion of the public right-of-way for which Clearwave seeks use and occupancy is environmentally sensitive as defined by state or federal law or lies within a previously designated historic district as defined by local, state or federal law.

8. **Repair of Damage to Right-of-Way.** Clearwave shall repair all damage to the public right-of-way caused by the activities of Clearwave, or of any agent, affiliate, employee, or subcontractor of Clearwave, while occupying, installing, repairing or maintaining Facilities in the public right-of-way and return the right-of-way to its functional equivalence before the damage pursuant to the reasonable requirements and specifications of the City. If Clearwave fails to make the repairs required by the City, the City may make those repairs and charge Clearwave the costs of those repairs. If the City incurs damages as a result of a violation of this subsection, then the City shall have a cause of action against Clearwave for violation of this subsection, and may recover its damages, including reasonable attorney fees, if Clearwave is found liable by a court of competent jurisdiction.

9. **Fees.** Pursuant to K.S.A. 17-1902(n), and amendments thereto, the City may assess any of the following fees against Clearwave for use and occupancy of the public right-of-way, provided that such fees reimburse the City for its reasonable, actual and verifiable costs of managing the public right-of-way, and are imposed on all such providers in a nondiscriminatory and competitively neutral manner:

A. A permit fee in connection with issuing each construction permit to set fixtures in the public right-of-way within the City, to compensate the City for issuing, processing and verifying the permit application.

B. An excavation fee for each street or pavement cut to recover the costs associated with construction and repair activity of Clearwave, its assigns, contractors and subcontractors with the exception of construction and repair activity required pursuant to

subsection (l) of K.S.A. 17-1902 related to construction and maintenance activities directly related to improvements for the health, safety and welfare of the public; provided, however, imposition of such excavation fee must be based upon a regional specific or other appropriate study establishing the basis for such costs which takes into account the life of the city street prior to the construction or repair activity and the remaining life of the city street. Such excavation fee is expressly limited to activity that results in an actual street or pavement cut.

C. Inspection fees to recover all reasonable costs associated with the City's inspection of the work of Clearwave, its assigns, contractors, and/or subcontractors in the right-of-way.

D. Repair and restoration costs associated with repairing and restoring the public right-of-way because of damage caused by Clearwave, its assigns, contractors, and/or subcontractors in the right-of-way.

#### **10. Indemnification and Hold Harmless.**

A. It shall be the responsibility of Clearwave to take adequate measures to protect and defend its Facilities in the public right-of-way from harm or damage. If Clearwave fails to accurately or timely locate Facilities when requested, in accordance with the Kansas underground utility damage prevention act, K.S.A. 66-1801 *et seq.*, it shall have no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage caused by their gross negligence or intentional conduct. The City and its authorized contractors shall be responsible to take reasonable precautionary measures including calling for utility locations and observing marker posts when working near Clearwave's Facilities.

B. Clearwave shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the negligence of Clearwave, any agent, officer, director, representative, employee, affiliate or subcontractor of Clearwave, or its respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining Facilities in the public right-of-way.

C. The indemnity provided by this subsection does not apply to any liability resulting from the negligence of the City, its officers, employees, contractors or subcontractors. If Clearwave and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the State of Kansas without, however, waiving any governmental immunity available to the City under state law and without waiving any defenses of the parties under state or federal law. This section is solely for the benefit of the City and Clearwave and does not create or grant any rights, contractual or otherwise, to any other person or entity.

#### **11. Insurance and Performance Bond.**

A. During the term of this Agreement, Clearwave shall obtain and maintain insurance coverage at its sole expense, with financially reputable insurers that are licensed to do business in the State of Kansas. If Clearwave elects to use the services of an affiliated captive insurance company for this purpose, that company shall possess a certificate of authority from the Kansas Insurance Commissioner. Clearwave shall provide not less than the following insurance:

- i. Workers' compensation as required by the laws of the State of Kansas, with an employers' liability limit equal to the amount required by law.
- ii. Commercial general liability, including coverage for contractual liability and completed operations liability, on an occurrence basis and not a claims made basis, with an aggregate limit of not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The City shall be included as an additional insured with respect to liability arising from Clearwave's operations under this Agreement.

B. Clearwave shall, as a material condition of this Agreement, prior to the commencement of any work in the public right-of-way, deliver to the City a certificate of insurance or evidence of self-insurance, satisfactory in form and content to the City, evidencing that the above insurance is in force. Clearwave shall timely notify the City if the insurance is cancelled or materially changed with respect to areas and entities covered.

C. Clearwave shall, as a material condition of this Agreement, prior to the commencement of any work in the public right-of-way, deliver to the City a performance and maintenance bond in the amount of \$50,000.00, payable to the City to ensure the appropriate and timely performance in the construction and maintenance of Facilities located in the public right-of-way and the faithful performance of the provisions, terms, and conditions of Valley Center Municipal Code and amendments thereto. The required performance and maintenance bond must be with a good and sufficient surety, authorized to transact business in the State of Kansas, and satisfactory to the City in form and substance.

**12. Notification of Claims.** Clearwave or the City shall promptly advise the other in writing of any known claim or demand against Clearwave or the City related to or arising out of Clearwave's activities in a public right-of-way.

**13. Removal or Relocation of Facilities for Public Improvement Projects.** If requested by the City, in order to accomplish construction and maintenance activities directly related to improvements for the health, safety, and welfare of the public, Clearwave shall remove its Facilities from the public right-of-way or shall relocate or adjust its Facilities within the public right-of-way at no cost to the City. Such relocation or adjustment shall be completed as soon as reasonably possible within the time set forth in any request by the City for such relocation or adjustment. Any damages suffered by the City or its contractors as a result of Clearwave's failure to timely relocate or adjust its Facilities shall be borne by Clearwave.

**14. Termination.** In the event of Clearwave's breach of this Agreement, the City shall have the right to terminate this Agreement in accordance with the following procedure. The City shall first serve a written notice upon Clearwave, setting forth in detail the nature of the breach,

and Clearwave shall have thirty (30) days thereafter to cure such breach. If the breach remains uncured at the end of the thirty (30) day period, the City may terminate this Agreement by serving written notice upon Clearwave.

**15. Removal Due to Termination or Abandonment.** Following the termination of this Agreement for any reason, or in the event Clearwave ceases to operate and abandons any Facilities, Clearwave shall within one hundred twenty (120) days, remove such Facilities from the public right-of-way and restore the public right-of-way in as good condition as it was at the time of Clearwave's entry thereon.

**16. Transfer and Assignment.** Except as otherwise authorized under applicable law, this Agreement shall be assignable only upon the prior written consent of the City. Any attempted assignment of this Agreement without satisfying the requirements of this section shall be void.

**17. Reservation of Rights.** In entering into this Agreement, neither the City's nor Clearwave's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the Agreement, neither the City nor Clearwave waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or Clearwave may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of this Agreement or any present or future laws, ordinances, and/or rulings which may be the basis for the City and Clearwave entering into this Agreement. If any change in applicable law occurs which materially affects the rights and obligations of the parties to this Agreement, Clearwave and the City shall use good faith efforts to negotiate an amendment to this Agreement to account for such change.

**18. Notices.** Clearwave shall at all times maintain on file with the City a point of contact, or a telephone number that allows the City to reach an authorized person, who shall be available at all times to act on behalf of Clearwave in the event of an emergency. Emergency notice by Clearwave to the City may be made by telephone to the City Clerk or the Public Works Director. All other notices between the parties shall be in writing and shall be made by personal delivery, or by depositing such notice in the U.S. Mail or Certified Mail, return receipt requested. Any notice shall be deemed delivered five (5) calendar days after the date of such deposit in the U.S. Mail unless otherwise provided. "Business day" for purposes of this section shall mean Monday through Friday, City-observed holidays excepted.

**City:**

City Clerk

City of Valley Center, Kansas  
P.O. Box 188

Valley Center, KS 67147

**Clearwave:**

Delta Communications, LLC dba  
Clearwave Fiber

Attn: \_\_\_\_\_  
2 North Vine Street  
P.O. Box 808  
Harrisburg, Illinois 62946

With Copy to:  
Clearwave Fiber  
Attn: Legal Department  
1375 Chatham Parkway  
Savannah, Georgia 31405

19. **Failure to Enforce.** The failure of either party to enforce and remedy any noncompliance with the terms and conditions of this Agreement shall not constitute a waiver of rights nor a waiver of the other party’s obligations as provided herein.
20. **Severability.** If any clause, sentence, or section of this Agreement shall be held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder, as a whole or any part hereof, other than the part declared invalid.
21. **Force Majeure.** Each and every provision hereof shall be subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond Clearwave’s or the City’s control.
22. **Applicable Law.** This Agreement is made under and in conformity with the laws of the State of Kansas.

EXECUTED the day and year first above stated.

**CITY OF VALLEY CENTER, KANSAS**

By: \_\_\_\_\_  
Louis Cicirello, Mayor

SEAL

ATTEST:

\_\_\_\_\_  
Kristi Carrithers, City Clerk

**DELTA COMMUNICATIONS, LLC dba  
CLEARWAVE FIBER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGEMENTS**

STATE OF KANSAS, COUNTY OF SEDGWICK, SS:

This instrument was acknowledged before me on \_\_\_\_\_, 2023 by Louis Cicerello as Mayor and by Kristi Carrithers as City Clerk of Valley Center, Kansas.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS:

This instrument was acknowledged before me on \_\_\_\_\_, 2022 by \_\_\_\_\_ as \_\_\_\_\_ of Delta Communications, LLC dba Clearwave Fiber, an Illinois limited liability company.

\_\_\_\_\_  
Notary Public

**NEW BUSINESS**  
**RECOMMENDED ACTION**

**G. RESOLUTION 730-23; CLEARWAVE RIGHT OF WAY**  
**AGREEMENT:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommends approval of Resolution 730-23, regarding ROW access to Clearwave Fiber.**

## **CONSENT AGENDA**

- A. APPROPRIATION ORDINANCE – FEBRUARY 21, 2023**
- B. CHECK RECONCILIATION – JANUARY 2023**
- C. TREASURER’S REPORT – JANUARY 2023**
- D. REVENUE AND EXPENSE SUMMARIES – JANUARY 2023**
- E. ECONOMIC DEVELOPMENT BOARD MINUTES – FEBRUARY 1, 2023**
- F. VALLEY CENTER PUBLIC LIBRARY FINANCE AND BUDGET REPORT**

### **RECOMMENDED ACTION:**

**Staff recommends motion to approve the Consent Agenda as presented.**



## **CONSENT AGENDA**

### **A. APPROPRIATION ORDINANCE:**

Below is the proposed Appropriation Ordinance for February 21, 2023, as prepared by City Staff.

#### **February 21, 2023, Appropriation**

<b>Total</b>	<b>\$ 762,501.95</b>
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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0009	VERIZON WIRELESS SERVICES, LLC							
I-202302019803	VERIZON WIRELESS SERVICES, LLC	R	2/03/2023	50.04		054867		50.04
0014	WICHITA WINWATER WORKS CO.							
I-202302029815	WICHITA WINWATER WORKS CO.	R	2/03/2023	716.07		054868		716.07
0035	BARRY ARBUCKLE							
I-202301319791	BARRY ARBUCKLE	R	2/03/2023	800.00		054869		800.00
0042	LARRY LINN							
I-202301319787	LARRY LINN	R	2/03/2023	1,700.00		054870		1,700.00
0061	VALLEY CENTER PUBLIC LIBRARY							
I-202302019808	VALLEY CENTER PUBLIC LIBRARY	R	2/03/2023	142,275.94		054871		142,275.94
0113	VALLEY PRINT LOGISTICS							
I-202301309783	VALLEY PRINT LOGISTICS	R	2/03/2023	74.73		054872		74.73
0133	MAYER SPECIALTY SERVICES							
I-202302029816	MAYER SPECIALTY SERVICES	R	2/03/2023	2,080.00		054873		2,080.00
0156	BEALL & MITCHELL, LLC							
I-202301319789	BEALL & MITCHELL, LLC	R	2/03/2023	1,850.00		054874		1,850.00
0183	KANSAS ONE-CALL SYSTEM, INC							
I-202302029812	KANSAS ONE-CALL SYSTEM, INC	R	2/03/2023	97.20		054875		97.20
0196	P E C (PROFESSIONAL ENGINEERIN							
I-202301319801	P E C (PROFESSIONAL ENGINEERIN	R	2/03/2023	59,462.80		054876		59,462.80
0224	SUMNERONE, INC.							
I-202301319798	SUMNERONE, INC.	R	2/03/2023	159.78		054877		159.78
0235	MID-STATES ORGANIZED CRIME INF							
I-202301319793	MID-STATES ORGANIZED CRIME INF	R	2/03/2023	150.00		054878		150.00
0236	VALLEY CENTER CHAMBER OF COMME							
I-202301319792	VALLEY CENTER CHAMBER OF COMME	R	2/03/2023	195.00		054879		195.00
0254	CITY OF WICHITA							
I-202301319796	CITY OF WICHITA	R	2/03/2023	47,947.72		054880		47,947.72
0329	UNRUH EXCAVATING LLC							
I-202302019809	UNRUH EXCAVATING LLC	R	2/03/2023	28,206.25		054881		28,206.25

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0427	CINTAS CORPORATION NO 2							
I-202301309785	CINTAS CORPORATION NO 2	R	2/03/2023	221.15		054882		221.15
0457	CHRISTOPHER MICHAEL LEE DAVIS,							
I-202301319788	CHRISTOPHER MICHAEL LEE DAVIS,	R	2/03/2023	125.00		054883		125.00
0542	GIANT COMMUNICATIONS							
I-202301319800	GIANT COMMUNICATIONS	R	2/03/2023	2,106.57		054884		2,106.57
0601	JOY K. WILLIAMS, ATTORNEY AT L							
I-202301319790	JOY K. WILLIAMS, ATTORNEY AT L	R	2/03/2023	1,350.00		054885		1,350.00
0688	SALINA SUPPLY COMPANY							
I-202302029814	SALINA SUPPLY COMPANY	R	2/03/2023	62.90		054886		62.90
0768	MABCD							
I-202301309784	MABCD	R	2/03/2023	195.35		054887		195.35
0778	SHELLEY ELECTRIC							
I-202301319797	SHELLEY ELECTRIC	R	2/03/2023	225.00		054888		225.00
0799	ELITE FRANCHISING INC DBA JANI							
I-202302019810	ELITE FRANCHISING INC DBA JANI	R	2/03/2023	1,925.43		054889		1,925.43
0801	MID-CONTINENT SAFETY							
I-202301309786	MID-CONTINENT SAFETY	R	2/03/2023	315.25		054890		315.25
0815	KONICA MINOLTA BUSINESS SOLUTI							
I-202301319799	KONICA MINOLTA BUSINESS SOLUTI	R	2/03/2023	74.46		054891		74.46
0824	GALLS, LLC							
I-202302019806	GALLS, LLC	R	2/03/2023	948.85		054892		948.85
0882	ITRON, INC.							
I-202301319794	ITRON, INC.	R	2/03/2023	1,200.00		054893		1,200.00
0898	GREATER WICHITA YMCA							
I-202302029817	GREATER WICHITA YMCA	R	2/03/2023	31.25		054894		31.25
1004	IMAGINE IT, INC.							
I-202302019804	IMAGINE IT, INC.	R	2/03/2023	13,017.42		054895		13,017.42
1056	WEX BANK							
I-202302019807	WEX BANK	R	2/03/2023	6,738.76		054896		6,738.76

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1082	T-MOBILE							
I-202302029818	T-MOBILE	R	2/03/2023	673.17		054897		673.17
1100	WAV							
I-202301319802	WAV	R	2/03/2023	2,415.00		054898		2,415.00
1149	MUNICIPAL SUPPLY INC. OF WICHI							
I-202302029813	MUNICIPAL SUPPLY INC. OF WICHI	R	2/03/2023	235.55		054899		235.55
1279	MARQUEE HEALTH LLC							
I-202302019805	MARQUEE HEALTH LLC	R	2/03/2023	1,474.20		054900		1,474.20
0050	CITY OF NEWTON							
I-202302079836	CITY OF NEWTON	R	2/10/2023	200.00		054903		200.00
0080	KDHE-BUREAU OF WATER							
I-202302099845	KDHE-BUREAU OF WATER	R	2/10/2023	104,323.57		054904		104,323.57
0092	TYLER TECHNOLOGIES INC							
I-202302079832	TYLER TECHNOLOGIES INC	R	2/10/2023	720.00		054905		720.00
0153	ARK VALLEY NEWS							
I-202302079834	ARK VALLEY NEWS	R	2/10/2023	811.60		054906		811.60
0253	CITY ATTORNEYS ASSN OF KS							
I-202302089841	CITY ATTORNEYS ASSN OF KS	R	2/10/2023	35.00		054907		35.00
0281	KANSAS MAYORS ASSOCIATION							
I-202302089840	KANSAS MAYORS ASSOCIATION	R	2/10/2023	50.00		054908		50.00
0306	SEDGWICK COUNTY							
I-202302079827	SEDGWICK COUNTY	R	2/10/2023	561.80		054909		561.80
0351	WICHITA STATE UNIVERSITY							
I-202302079830	WICHITA STATE UNIVERSITY	R	2/10/2023	400.00		054910		400.00
0427	CINTAS CORPORATION NO 2							
I-202302079831	CINTAS CORPORATION NO 2	R	2/10/2023	68.88		054911		68.88
0509	NOWAK CONSTRUCTION CO., INC.							
I-202302079822	NOWAK CONSTRUCTION CO., INC.	R	2/10/2023	38,568.29		054912		38,568.29
0578	PHILIP L. WEISER, J.D.							
I-202302089839	PHILIP L. WEISER, J.D.	R	2/10/2023	300.00		054913		300.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0728	DITCH WITCH UNDERCON							
I-202302089837	DITCH WITCH UNDERCON	R	2/10/2023	620.96		054914		620.96
0824	GALLS, LLC							
I-202302099843	GALLS, LLC	R	2/10/2023	33.69		054915		33.69
1075	RED EQUIPMENT LLC.							
I-202302089838	RED EQUIPMENT LLC.	R	2/10/2023	2,721.16		054916		2,721.16
1078	FLEXIBLE BENEFIT SERVICE CORPO							
I-202302079829	FLEXIBLE BENEFIT SERVICE CORPO	R	2/10/2023	622.00		054917		622.00
1137	WASTE CONNECTIONS OF KANSAS, I							
I-202302099844	WASTE CONNECTIONS OF KANSAS, I	R	2/10/2023	43,720.73		054918		43,720.73
1162	CUT RATES LAWN CARE LLC							
I-202302079826	CUT RATES LAWN CARE LLC	R	2/10/2023	900.00		054919		900.00
1185	HUTCHINSON SALT COMPANY, INC							
I-202302079825	HUTCHINSON SALT COMPANY, INC	R	2/10/2023	450.00		054920		450.00
1244	APEX EXCAVATING, LLC							
I-202302089842	APEX EXCAVATING, LLC	R	2/10/2023	63,776.25		054921		63,776.25
0126	HACH COMPANY							
I-202302139848	HACH COMPANY	R	2/17/2023	301.50		054923		301.50
0150	AT&T MOBILITY							
I-202302139849	AT&T MOBILITY	R	2/17/2023	783.56		054924		783.56
0204	PITNEY BOWES							
I-202302149861	PITNEY BOWES	R	2/17/2023	604.50		054925		604.50
0568	REDDI INDUSTRIES, INC.							
I-202302149856	REDDI INDUSTRIES, INC.	R	2/17/2023	138.00		054926		138.00
0824	GALLS, LLC							
I-202302149858	GALLS, LLC	R	2/17/2023	298.25		054927		298.25
1075	RED EQUIPMENT LLC.							
I-202302149859	RED EQUIPMENT LLC.	R	2/17/2023	2,156.57		054928		2,156.57
1273	ZOLL DATA SYSTEMS							
I-202302149860	ZOLL DATA SYSTEMS	R	2/17/2023	1,660.12		054929		1,660.12

VENDOR SET: 02 City of Valley Center

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BANK: APBK INTRUST CHECKING

DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1276	TROJAN TECHNOLOGIES							
I-202302149857	TROJAN TECHNOLOGIES	R	2/17/2023	1,006.30		054930		1,006.30

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	61		584,933.57	0.00	584,933.57
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	0		0.00	0.00	0.00
EFT:	0		0.00	0.00	0.00
NON CHECKS:	0		0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00		
		VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 02	BANK: APBK	TOTALS:	61	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
				584,933.57	0.00	584,933.57

VENDOR SET: 03 City of Valley Center

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BANK: APBK INTRUST CHECKING

DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0115	LILIANA GARCIA							
I-202301319795	LILIANA GARCIA	R	2/03/2023	155.00		054901		155.00
0012	JASON EASLEY							
I-202302079833	JASON EASLEY	R	2/10/2023	304.50		054922		304.50
0130	ADAM ENTERKIN							
I-202302139847	ADAM ENTERKIN	R	2/17/2023	250.00		054931		250.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	3	709.50	0.00	709.50
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 03 BANK: APBK TOTALS:	3	709.50	0.00	709.50
BANK: APBK TOTALS:	64	585,643.07	0.00	585,643.07
REPORT TOTALS:	64	585,643.07	0.00	585,643.07

## SELECTION CRITERIA

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VENDOR SET: \* - All

VENDOR: ALL

BANK CODES: All

FUNDS: All

---

## CHECK SELECTION

CHECK RANGE: 054867 THRU 054931

DATE RANGE: 0/00/0000 THRU 99/99/9999

CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99

INCLUDE ALL VOIDS: YES

---

## PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES

PRINT G/L: NO

UNPOSTED ONLY: NO

EXCLUDE UNPOSTED: NO

MANUAL ONLY: NO

STUB COMMENTS: NO

REPORT FOOTER: NO

CHECK STATUS: NO

PRINT STATUS: \* - All

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## **CONSENT AGENDA**

### **B. CHECK RECONCILIATION – JANUARY 2023:**

COMPANY: 999 - POOLED CASH FUND  
 ACCOUNT: 1000-001.000 POOLED CASH  
 TYPE: Bank Draft, Check  
 STATUS: All  
 FOLIO: All

CHECK: February 21, 2023 City Council Agenda Page 110  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
BANK DRAFT:								
1000-001.000	1/10/2023	BANK-DRAFT	001452	FLEXIBLE BENEFIT SERVICE CORPO	25.80CR	POSTED	A	1/31/2023
1000-001.000	1/13/2023	BANK-DRAFT	001428	KANSAS DEPT OF REVENUE	4,341.71CR	POSTED	A	1/31/2023
1000-001.000	1/13/2023	BANK-DRAFT	001429	KANSAS PAYMENT CENTER	403.50CR	POSTED	A	1/31/2023
1000-001.000	1/13/2023	BANK-DRAFT	001430	KPERS	23,668.85CR	POSTED	A	1/31/2023
1000-001.000	1/13/2023	BANK-DRAFT	001431	EMPOWER FINANCIAL	1,707.24CR	POSTED	A	1/31/2023
1000-001.000	1/13/2023	BANK-DRAFT	001432	IRS- DEPARTMENT OF THE TREASUR	23,367.77CR	POSTED	A	1/31/2023
1000-001.000	1/13/2023	BANK-DRAFT	001433	MID AMERICAN CREDIT UNION	1,207.30CR	POSTED	A	1/31/2023
1000-001.000	1/27/2023	BANK-DRAFT	001443	KANSAS DEPT OF REVENUE	4,824.43CR	POSTED	A	1/31/2023
1000-001.000	1/27/2023	BANK-DRAFT	001444	KANSAS PAYMENT CENTER	403.50CR	POSTED	A	1/31/2023
1000-001.000	1/27/2023	BANK-DRAFT	001445	KPERS	25,172.64CR	POSTED	A	1/31/2023
1000-001.000	1/27/2023	BANK-DRAFT	001446	EMPOWER FINANCIAL	1,731.24CR	POSTED	A	1/31/2023
1000-001.000	1/27/2023	BANK-DRAFT	001447	IRS- DEPARTMENT OF THE TREASUR	25,773.32CR	POSTED	A	1/31/2023
1000-001.000	1/27/2023	BANK-DRAFT	001448	MID AMERICAN CREDIT UNION	707.30CR	POSTED	A	1/31/2023
1000-001.000	1/31/2023	BANK-DRAFT	001436	COX COMMUNICATIONS KANSAS LLC	607.99CR	POSTED	A	1/31/2023
1000-001.000	1/31/2023	BANK-DRAFT	001437	KANSAS GAS SERVICE	9,171.14CR	POSTED	A	1/31/2023
1000-001.000	1/31/2023	BANK-DRAFT	001438	EVERGY KANSAS CENTRAL, INC.	23,109.72CR	POSTED	A	1/31/2023
1000-001.000	1/31/2023	BANK-DRAFT	001439	KANSAS DEPT OF REVENUE	1,034.18CR	POSTED	A	1/31/2023
1000-001.000	1/31/2023	BANK-DRAFT	001440	KANSAS EMPLOYMENT SECURITY	46.88CR	POSTED	A	1/31/2023
1000-001.000	1/31/2023	BANK-DRAFT	001441	BENEFIT MANAGEMENT INC.	3,772.00CR	POSTED	A	1/31/2023
1000-001.000	1/31/2023	BANK-DRAFT	001442	ENTERPRISE FLEET MANAGEMENT	9,684.88CR	POSTED	A	1/31/2023
1000-001.000	1/31/2023	BANK-DRAFT	001449	IRS- DEPARTMENT OF THE TREASUR	76.58CR	POSTED	A	1/31/2023
1000-001.000	1/31/2023	BANK-DRAFT	001450	BENEFIT MANAGEMENT INC.	9,489.30CR	POSTED	A	1/31/2023
1000-001.000	1/31/2023	BANK-DRAFT	001451	FLEXIBLE BENEFIT SERVICE CORPO	6,337.34CR	POSTED	A	1/31/2023
CHECK:								
1000-001.000	1/06/2023	CHECK	054777	VERIZON WIRELESS SERVICES, LLC	50.04CR	POSTED	A	1/31/2023
1000-001.000	1/06/2023	CHECK	054778	KMIT-KS MUNICIPAL INSURANCE	73,677.00CR	POSTED	A	1/31/2023
1000-001.000	1/06/2023	CHECK	054779	TYLER TECHNOLOGIES INC	3,937.50CR	POSTED	A	1/31/2023
1000-001.000	1/06/2023	CHECK	054780	KANSAS ONE-CALL SYSTEM, INC	74.40CR	POSTED	A	1/31/2023
1000-001.000	1/06/2023	CHECK	054781	SUMNERONE, INC.	158.61CR	POSTED	A	1/31/2023
1000-001.000	1/06/2023	CHECK	054782	PITNEY BOWES GLOBAL FINANCIAL	144.57CR	POSTED	A	1/31/2023
1000-001.000	1/06/2023	CHECK	054783	DECKER ELECTRIC	1,186.00CR	POSTED	A	1/31/2023
1000-001.000	1/06/2023	CHECK	054784	NOWAK CONSTRUCTION CO., INC.	135,139.40CR	POSTED	A	1/31/2023
1000-001.000	1/06/2023	CHECK	054785	KONICA MINOLTA BUSINESS SOLUTI	85.49CR	POSTED	A	1/31/2023
1000-001.000	1/06/2023	CHECK	054786	ROYAL PUBLISHING	195.00CR	POSTED	A	1/31/2023
1000-001.000	1/06/2023	CHECK	054787	FELD FIRE	436.71CR	POSTED	A	1/31/2023
1000-001.000	1/06/2023	CHECK	054788	WEX BANK	5,492.88CR	POSTED	A	1/31/2023
1000-001.000	1/06/2023	CHECK	054789	T-MOBILE	673.12CR	POSTED	A	1/31/2023
1000-001.000	1/06/2023	CHECK	054790	BRITTNEY ORTEGA	42.26CR	POSTED	A	1/31/2023
1000-001.000	1/06/2023	CHECK	054791	BARRY ARBUCKLE	800.00CR	POSTED	A	1/31/2023
1000-001.000	1/06/2023	CHECK	054792	LARRY LINN	1,700.00CR	POSTED	A	1/31/2023
1000-001.000	1/06/2023	CHECK	054793	KANSAS DEPT REVENUE	1,844.87CR	POSTED	A	1/31/2023
1000-001.000	1/06/2023	CHECK	054794	KANSAS OFFICE OF THE TREASURER	1,256.51CR	POSTED	A	1/31/2023
1000-001.000	1/06/2023	CHECK	054795	VALLEY PRINT LOGISTICS	1,583.65CR	POSTED	A	1/31/2023

COMPANY: 999 - POOLED CASH FUND  
 ACCOUNT: 1000-001.000 POOLED CASH  
 TYPE: Bank Draft, Check  
 STATUS: All  
 FOLIO: All

CHECK: February 21, 2023 City Council Agenda Page 211  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000-001.000	1/06/2023	CHECK	054796	BEALL & MITCHELL, LLC	1,850.00CR	POSTED	A	1/31/2023
1000-001.000	1/06/2023	CHECK	054797	SEDGWICK COUNTY	2,689.05CR	POSTED	A	1/31/2023
1000-001.000	1/06/2023	CHECK	054798	CHRISTOPHER MICHAEL LEE DAVIS,	125.00CR	POSTED	A	1/31/2023
1000-001.000	1/06/2023	CHECK	054799	GIANT COMMUNICATIONS	2,087.33CR	POSTED	A	1/31/2023
1000-001.000	1/06/2023	CHECK	054800	WICHITA AREA METROPOLITAN PLAN	676.54CR	POSTED	A	1/31/2023
1000-001.000	1/06/2023	CHECK	054801	JOY K. WILLIAMS, ATTORNEY AT L	1,350.00CR	POSTED	A	1/31/2023
1000-001.000	1/06/2023	CHECK	054802	KANSAS CHILDFIRST	500.00CR	POSTED	A	1/31/2023
1000-001.000	1/06/2023	CHECK	054803	ELITE FRANCHISING INC DBA JANI	1,925.43CR	POSTED	A	1/31/2023
1000-001.000	1/06/2023	CHECK	054804	THE HALSTEAD BANK	32,870.69CR	POSTED	A	1/31/2023
*** 1000-001.000	1/13/2023	CHECK	054812	BARRY ARBUCKLE	123.00CR	POSTED	A	1/31/2023
1000-001.000	1/13/2023	CHECK	054813	KDHE-DIV OF H & E LABORATORIES	288.00CR	OUTSTND	A	0/00/0000
1000-001.000	1/13/2023	CHECK	054814	TYLER TECHNOLOGIES INC	8,560.50CR	POSTED	A	1/31/2023
1000-001.000	1/13/2023	CHECK	054815	KANSAS MUNICIPAL JUDGES' ASSOC	25.00CR	POSTED	A	1/31/2023
1000-001.000	1/13/2023	CHECK	054816	VALLEY PRINT LOGISTICS	1,729.83CR	POSTED	A	1/31/2023
1000-001.000	1/13/2023	CHECK	054817	ALPHA LAND SURVEYS, INC.	4,977.50CR	POSTED	A	1/31/2023
1000-001.000	1/13/2023	CHECK	054818	BRYAN'S HEATING & AIR CONDITIO	7,485.00CR	POSTED	A	1/31/2023
1000-001.000	1/13/2023	CHECK	054819	GALLS, LLC	693.25CR	POSTED	A	1/31/2023
1000-001.000	1/13/2023	CHECK	054820	EMPAC, INC	210.00CR	POSTED	A	1/31/2023
1000-001.000	1/13/2023	CHECK	054821	IMAGINE IT, INC.	21,356.36CR	POSTED	A	1/31/2023
1000-001.000	1/13/2023	CHECK	054822	KANSAS ASSOCIATION OF CITY/COU	200.00CR	POSTED	A	1/31/2023
1000-001.000	1/13/2023	CHECK	054823	FLEXIBLE BENEFIT SERVICE CORPO	319.50CR	OUTSTND	A	0/00/0000
1000-001.000	1/13/2023	CHECK	054824	WASTE CONNECTIONS OF KANSAS, I	44,173.53CR	POSTED	A	1/31/2023
1000-001.000	1/13/2023	CHECK	054825	WILDCAT CONSTRUCTION CO., INC	474,000.43CR	POSTED	A	1/31/2023
1000-001.000	1/13/2023	CHECK	054826	STINEMAN, DALTON O	50.00CR	POSTED	P	1/31/2023
1000-001.000	1/20/2023	CHECK	054827	WICHITA WINWATER WORKS CO.	508.56CR	POSTED	A	1/31/2023
1000-001.000	1/20/2023	CHECK	054828	KANSAS MUNICIPAL UTILITIES	1,408.00CR	POSTED	A	1/31/2023
1000-001.000	1/20/2023	CHECK	054829	DONDLINGER & SONS CONSTRUCTION	8,783.25CR	POSTED	A	1/31/2023
1000-001.000	1/20/2023	CHECK	054830	SUMNERONE, INC.	207.39CR	POSTED	A	1/31/2023
1000-001.000	1/20/2023	CHECK	054831	SEDGWICK COUNTY ASSOCIATION OF	150.00CR	OUTSTND	A	0/00/0000
1000-001.000	1/20/2023	CHECK	054832	APAC - KANSAS INC	2,625.00CR	POSTED	A	1/31/2023
1000-001.000	1/20/2023	CHECK	054833	WORKFORCE ALLIANCE OF SOUTH CE	2,187.00CR	OUTSTND	A	0/00/0000
1000-001.000	1/20/2023	CHECK	054834	MEM	700.00CR	POSTED	A	1/31/2023
1000-001.000	1/20/2023	CHECK	054835	DITCH WITCH UNDERCON	4,021.66CR	POSTED	A	1/31/2023
1000-001.000	1/20/2023	CHECK	054836	3D PLUMBING & ELECTRIC, LLC	812.50CR	POSTED	A	1/31/2023
1000-001.000	1/20/2023	CHECK	054837	GALLS, LLC	111.32CR	POSTED	A	1/31/2023
1000-001.000	1/20/2023	CHECK	054838	CRAFCO, INC	3,105.00CR	POSTED	A	1/31/2023
1000-001.000	1/20/2023	CHECK	054839	IRON HORSE DEVELOPMENT	32,464.45CR	POSTED	A	1/31/2023
1000-001.000	1/20/2023	CHECK	054840	L.E.A.D INC	395.00CR	POSTED	A	1/31/2023
1000-001.000	1/20/2023	CHECK	054841	TROJAN TECHNOLOGIES	18,348.23CR	POSTED	A	1/31/2023
1000-001.000	1/20/2023	CHECK	054842	RODNEY EGGLESTON	63.09CR	POSTED	A	1/31/2023
*** 1000-001.000	1/27/2023	CHECK	054844	VOID CHECK	0.00	POSTED	A	1/31/2023
1000-001.000	1/27/2023	CHECK	054845	VOID CHECK	0.00	POSTED	A	1/31/2023
1000-001.000	1/27/2023	CHECK	054846	VOID CHECK	0.00	POSTED	A	1/31/2023
1000-001.000	1/27/2023	CHECK	054847	MATT & CAITLIN ALLISON	1,907.21CR	OUTSTND	A	0/00/0000

COMPANY: 999 - POOLED CASH FUND  
 ACCOUNT: 1000-001.000 POOLED CASH  
 TYPE: Bank Draft, Check  
 STATUS: All  
 FOLIO: All

CHECK: February 21, 2023 City Council Agenda Page 112  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000-001.000	1/26/2023	CHECK	054848	AFLAC	498.81CR	OUTSTND	A	0/00/0000
1000-001.000	1/26/2023	CHECK	054849	DELTA DENTAL OF KANSAS, INC.	2,790.75CR	OUTSTND	A	0/00/0000
1000-001.000	1/26/2023	CHECK	054850	SURENCY LIFE AND HEALTH	567.28CR	OUTSTND	A	0/00/0000
1000-001.000	1/27/2023	CHECK	054851	TYLER TECHNOLOGIES INC VOIDED	6,510.00CR	VOIDED	A	1/27/2023
1000-001.000	1/27/2023	CHECK	054852	P E C (PROFESSIONAL ENGINEERIN	83,201.65CR	POSTED	A	1/31/2023
1000-001.000	1/27/2023	CHECK	054853	MOTOROLA SOLUTIONS INC.	3,476.00CR	OUTSTND	A	0/00/0000
1000-001.000	1/27/2023	CHECK	054854	USA BLUEBOOK	236.04CR	OUTSTND	A	0/00/0000
1000-001.000	1/27/2023	CHECK	054855	SALINA SUPPLY COMPANY	2,295.40CR	OUTSTND	A	0/00/0000
1000-001.000	1/27/2023	CHECK	054856	MERIDIAN ANALYTICAL LABS, LLC	425.00CR	OUTSTND	A	0/00/0000
1000-001.000	1/27/2023	CHECK	054857	GALLS, LLC	449.66CR	OUTSTND	A	0/00/0000
1000-001.000	1/27/2023	CHECK	054858	TARGET SOLUTIONS LEARNING LLC	978.18CR	OUTSTND	A	0/00/0000
1000-001.000	1/27/2023	CHECK	054859	MUNICIPAL SUPPLY INC. OF WICHI	120.50CR	OUTSTND	A	0/00/0000
1000-001.000	1/27/2023	CHECK	054860	FLEET FUELS LLC	1,658.55CR	OUTSTND	A	0/00/0000
1000-001.000	1/27/2023	CHECK	054861	SHORT ELLIOT HENDRICKSON, INC.	575.00CR	OUTSTND	A	0/00/0000
1000-001.000	1/27/2023	CHECK	054862	B & B SERVICES	2,173.71CR	OUTSTND	A	0/00/0000
1000-001.000	1/27/2023	CHECK	054863	MERIDIAN STREET GLASS	1,125.00CR	OUTSTND	A	0/00/0000
1000-001.000	1/27/2023	CHECK	054864	LLOYD C. NEWMAN	88.50CR	POSTED	A	1/31/2023
1000-001.000	1/27/2023	CHECK	054865	BRENT CLARK	99.99CR	OUTSTND	A	0/00/0000
1000-001.000	1/27/2023	CHECK	054866	TYLER TECHNOLOGIES INC	6,510.00CR	OUTSTND	A	0/00/0000
*** 1000-001.000	1/27/2023	CHECK	054902	WOMACK, DESIRAE M	494.96CR	OUTSTND	P	0/00/0000
TOTALS FOR ACCOUNT 1000-001				CHECK	TOTAL:	1,028,816.59CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	176,664.61CR		
TOTALS FOR POOLED CASH FUND				CHECK	TOTAL:	1,028,816.59CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	176,664.61CR		

## **CONSENT AGENDA**

### **C. TREASURER'S REPORT – JANUARY 2023:**

## MTD TREASURERS REPORT

AS OF: JANUARY 31ST, 2023

FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	M-T-D EXPENSES	CASH BASIS BALANCE	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
010-GENERAL FUND	1,464,296.92	889,066.94	298,461.69	2,054,902.17	0.00	( 3,472.55)	2,051,429.62
020-SPECIAL PARKS AND REC	31,913.06	66.91	0.00	31,979.97	0.00	0.00	31,979.97
030-SPECIAL ALCOHOL AND DRUGS	4,368.13	0.00	60.28	4,307.85	0.00	60.28	4,368.13
040-POOL/REC SALES TAX	1,284,906.15	73,071.99	0.00	1,357,978.14	0.00	0.00	1,357,978.14
050-TIF FUND	2,842,860.34	7,020.58	44,489.95	2,805,390.97	0.00	0.00	2,805,390.97
110-EMPLOYEE BENEFITS	456,888.93	431,773.36	14,360.79	874,301.50	0.00	( 53,785.00)	820,516.50
126-BUILDING EQUIP RESERVE	63,419.10	172.05	0.00	63,591.15	0.00	0.00	63,591.15
127-EQUIPMENT RESERVE	367,887.33	697.76	0.00	368,585.09	0.00	0.00	368,585.09
130-FLEET MANAGEMENT FUND	132,985.42	229.40	9,684.88	123,529.94	0.00	0.00	123,529.94
140-LIBRARY	894.81	142,275.94	0.00	143,170.75	0.00	0.00	143,170.75
150-SPECIAL HIGHWAY	621,442.81	120,695.14	66,848.61	675,289.34	0.00	( 9,885.48)	665,403.86
160-EMERGENCY EQUIPMENT	144,506.18	32,603.59	( 4,746.00)	181,855.77	0.00	( 13,020.00)	168,835.77
161-PUBLIC SAFETY TRAINING	4,002.66	195.00	0.00	4,197.66	0.00	0.00	4,197.66
225-PARK BEAUTIFICATION FUND	2,215.33	0.00	0.00	2,215.33	0.00	0.00	2,215.33
240-D.A.R.E.	1,658.04	0.00	0.00	1,658.04	0.00	0.00	1,658.04
250-DRUG TAX DISTRIBUTION	2,777.38	0.00	0.00	2,777.38	0.00	0.00	2,777.38
260-LAW ENFORCE BLOCK GRANT	0.15	0.00	0.00	0.15	0.00	0.00	0.15
280-ADSAP	1,056.19	0.00	0.00	1,056.19	0.00	0.00	1,056.19
350-CAPITAL PROJECTS FUND	2,493,267.36	9,481.84	540,562.58	1,962,186.62	0.00	( 135,139.40)	1,827,047.22
410-BOND & INTEREST	1,099,684.11	617,394.31	0.00	1,717,078.42	0.00	0.00	1,717,078.42
420-LAND BANK RESERVE	78,954.14	172.05	0.00	79,126.19	0.00	0.00	79,126.19
510-GIFTS AND GRANTS	5,814.56	19.12	147.98	5,685.70	0.00	147.98	5,833.68
520-STATE/FEDERAL GRANT MNGMT	708,973.44	1,558.00	3,476.00	707,055.44	0.00	0.00	707,055.44
610-WATER OPERATING	2,532,625.92	171,672.19	44,959.37	2,659,338.74	9,400.41	( 8,711.98)	2,641,226.35
612-STORMWATER UTILITY FUND	261,550.78	28,078.74	580.78	289,048.74	575.42	0.00	288,473.32
613-SOLID WASTE UTILITY	108,412.29	48,319.05	45,106.30	111,625.04	229.86	0.00	111,395.18
619-WATER SURPLUS RESERVE	684,725.75	1,949.89	8,103.25	678,572.39	0.00	0.00	678,572.39
620-SEWER OPERATING	1,260,264.72	114,575.93	62,758.54	1,312,082.11	( 43.42)	( 7,776.70)	1,304,348.83
628-SEWER SURPLUS RESERVE	273,072.57	645.19	0.00	273,717.76	0.00	0.00	273,717.76
GRAND TOTAL	16,935,424.57	2,691,734.97	1,134,855.00	18,492,304.54	10,162.27	( 231,582.85)	18,250,559.42
	=====	=====	=====	=====	=====	=====	=====

\*\*\* END OF REPORT \*\*\*

## **CONSENT AGENDA**

### **D. REVENUE AND EXPENSE SUMMARIES – JANUARY 2023:**

CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2023

010-GENERAL FUND  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	1,480,251.00	727,302.82	0.00	727,302.82	0.00	752,948.18	49.13
INTERGOVERNMENTAL	600,000.00	66,635.64	0.00	66,635.64	0.00	533,364.36	11.11
LICENSES & PERMITS	631,150.00	52,353.78	0.00	52,353.78	0.00	578,796.22	8.29
CHARGES FOR SERVICES	6,000.00	1,000.00	0.00	1,000.00	0.00	5,000.00	16.67
FINES & FORFEITURES	134,500.00	12,749.46	0.00	12,749.46	0.00	121,750.54	9.48
USE OF MONEY & PROPERTY	23,001.00	5,535.89	0.00	5,535.89	0.00	17,465.11	24.07
OTHER REVENUES	54,974.00	7,398.63	0.00	7,398.63	0.00	47,575.37	13.46
MISCELLANEOUS	169,000.00	16,090.72	0.00	16,090.72	0.00	152,909.28	9.52
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISC TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	3,098,876.00	889,066.94	0.00	889,066.94	0.00	2,209,809.06	28.69

EXPENDITURE SUMMARYADMINISTRATION

PERSONNEL SERV. & BENEF.	397,000.00	41,730.54	0.00	41,730.54	0.00	355,269.46	10.51
CONTRACTUAL SERVICES	170,200.00	21,453.83	0.00	21,453.83	6.00	148,740.17	12.61
COMMODITIES	8,000.00	631.24	0.00	631.24	0.00	7,368.76	7.89
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	9,000.00	0.00	0.00	0.00	0.00	9,000.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	68,000.00	129.53	0.00	129.53	0.00	67,870.47	0.19
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL ADMINISTRATION	652,200.00	63,945.14	0.00	63,945.14	6.00	588,248.86	9.81

LEGAL & MUNICIPAL COURT

PERSONNEL SERV. & BENEF.	42,000.00	4,178.92	0.00	4,178.92	0.00	37,821.08	9.95
CONTRACTUAL SERVICES	95,000.00	10,198.91	0.00	10,198.91	5.43	84,795.66	10.74
COMMODITIES	1,000.00	16.98	0.00	16.98	0.00	983.02	1.70
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	2,500.00	0.00	0.00	0.00	0.00	2,500.00	0.00









CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2023

110-EMPLOYEE BENEFITS  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES) (	55,673.00)	417,412.57	0.00	417,412.57	0.00 (	473,085.57)	749.76-

CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2023

140-LIBRARY

## FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	301,490.00	142,275.94	0.00	142,275.94	0.00	159,214.06	47.19
USE OF MONEY & PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	301,490.00	142,275.94	0.00	142,275.94	0.00	159,214.06	47.19
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
OTHER COSTS/MISC.	325,500.00	0.00	0.00	0.00	0.00	325,500.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	325,500.00	0.00	0.00	0.00	0.00	325,500.00	0.00
<u>ADMINISTRATION</u>							
PERSONNEL SERV. & BENEF.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	325,500.00	0.00	0.00	0.00	0.00	325,500.00	0.00
** REVENUE OVER (UNDER) EXPENDITURES *(	24,010.00)	142,275.94	0.00	142,275.94	0.00	( 166,285.94)	592.57-
OTHER FINANCING (USES)	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
NET OTHER SOURCES/ (USES)	0.00		0.00	0.00	0.00	0.00	0.00

CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2023

150-SPECIAL HIGHWAY  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL	870,200.00	118,367.69	0.00	118,367.69	0.00	751,832.31	13.60
LICENSES & PERMITS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
USE OF MONEY & PROPERTY	0.00	2,327.45	0.00	2,327.45	0.00 (	2,327.45)	0.00
OTHER REVENUES	9,000.00	0.00	0.00	0.00	0.00	9,000.00	0.00
MISCELLANEOUS	21,000.00	0.00	0.00	0.00	0.00	21,000.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	900,200.00	120,695.14	0.00	120,695.14	0.00	779,504.86	13.41
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	370,100.00	24,054.22	0.00	24,054.22	0.00	346,045.78	6.50
CONTRACTUAL SERVICES	51,950.00	3,042.49	0.00	3,042.49	19.98	48,887.53	5.90
COMMODITIES	62,300.00	6,881.21	0.00	6,881.21	1,355.96	54,062.83	13.22
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	393,000.00	32,870.69	0.00	32,870.69	0.00	360,129.31	8.36
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	20,000.00	0.00	0.00	0.00	0.00	20,000.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	897,350.00	66,848.61	0.00	66,848.61	1,375.94	829,125.45	7.60
TOTAL EXPENDITURES	897,350.00	66,848.61	0.00	66,848.61	1,375.94	829,125.45	7.60
** REVENUE OVER (UNDER) EXPENDITURES **	2,850.00	53,846.53	0.00	53,846.53 (	1,375.94) (	49,620.59)	1,841.07
OTHER FINANCING (USES)	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
NET OTHER SOURCES/ (USES)	0.00		0.00	0.00	0.00	0.00	0.00

REVENUE &amp; OTHER SOURCES OVER/







CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2023

410-BOND & INTEREST  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	7,057.00	617,394.31	0.00	617,394.31	0.00 (	610,337.31)	8,748.68

CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2023

610-WATER OPERATING  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CHARGES FOR SERVICES	2,059,236.00	164,839.56	0.00	164,839.56	0.00	1,894,396.44	8.00
USE OF MONEY & PROPERTY	0.00	6,824.63	0.00	6,824.63	0.00	( 6,824.63)	0.00
OTHER REVENUES	0.00	8.00	0.00	8.00	0.00	( 8.00)	0.00
MISCELLANEOUS	2,100.00	0.00	0.00	0.00	0.00	2,100.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISC TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	2,061,336.00	171,672.19	0.00	171,672.19	0.00	1,889,663.81	8.33
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	401,000.00	16,763.00	0.00	16,763.00	0.00	384,237.00	4.18
CONTRACTUAL SERVICES	920,950.00	16,069.59	0.00	16,069.59	0.00	904,880.41	1.74
COMMODITIES	47,000.00	1,048.13	0.00	1,048.13	0.00	45,951.87	2.23
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	75,000.00	11,078.65	0.00	11,078.65	0.00	63,921.35	14.77
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	720,000.00	0.00	0.00	0.00	0.00	720,000.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	2,163,950.00	44,959.37	0.00	44,959.37	0.00	2,118,990.63	2.08
TOTAL EXPENDITURES	2,163,950.00	44,959.37	0.00	44,959.37	0.00	2,118,990.63	2.08
** REVENUE OVER (UNDER) EXPENDITURES *	( 102,614.00)	126,712.82	0.00	126,712.82	0.00	( 229,326.82)	123.48-
OTHER FINANCING (USES)	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
NET OTHER SOURCES/(USES)	0.00		0.00	0.00	0.00	0.00	0.00

REVENUE &amp; OTHER SOURCES OVER/

## ADMINISTRATION



CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2023

613-SOLID WASTE UTILITY  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	2.00	3,212.75	0.00	3,212.75	0.00 (	3,210.75)	637.50

CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2023

620-SEWER OPERATING  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LICENSES & PERMITS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CHARGES FOR SERVICES	1,344,326.00	111,550.73	0.00	111,550.73	0.00	1,232,775.27	8.30
USE OF MONEY & PROPERTY	0.00	3,025.20	0.00	3,025.20	0.00	( 3,025.20)	0.00
OTHER REVENUES	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISC TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	1,347,326.00	114,575.93	0.00	114,575.93	0.00	1,232,750.07	8.50

EXPENDITURE SUMMARYNON-DEPARTMENTAL

PERSONNEL SERV. & BENEF.	309,690.00	17,385.91	0.00	17,385.91	0.00	292,304.09	5.61
CONTRACTUAL SERVICES	420,000.00	39,421.02	0.00	39,421.02	84.00	380,494.98	9.41
COMMODITIES	22,000.00	1,929.95	0.00	1,929.95	0.00	20,070.05	8.77
TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	105,000.00	4,021.66	0.00	4,021.66	0.00	100,978.34	3.83
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER COSTS/MISC.	497,000.00	0.00	0.00	0.00	0.00	497,000.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BAD DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OFFSET	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	1,353,690.00	62,758.54	0.00	62,758.54	84.00	1,290,847.46	4.64

TOTAL EXPENDITURES	1,353,690.00	62,758.54	0.00	62,758.54	84.00	1,290,847.46	4.64
** REVENUE OVER (UNDER) EXPENDITURES *	( 6,364.00)	51,817.39	0.00	51,817.39	( 84.00)	( 58,097.39)	812.91-
OTHER FINANCING (USES)	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
NET OTHER SOURCES/(USES)	0.00		0.00	0.00	0.00	0.00	0.00

**CONSENT AGENDA**

**E. ECONOMIC DEVELOPMENT BOARD MINUTES – FEBRUARY 1, 2023**

**VALLEY CENTER ECONOMIC DEVELOPMENT BOARD MEETING MINUTES**

Wednesday, February 1, 2023, 1:00 P.M.

(Meeting held via Teams)

**MEETING WAS CALLED TO ORDER AT 1:00 P.M. THOSE IN ATTENDANCE:**

Ben Anderson, Chairperson

Mike Bonner

Casey Carlson

Ron Colbert

Tim Hoffman

Brendan McGettigan

Randy Jackson

Brian Haight

Brent Clark, City Administrator

Ryan Shrack, Community Development Director

Brittney Ortega, Community Development Assistant

**APPROVAL OF DRAFT MINUTES**

Motion was made by Board Member Colbert and seconded by Board Member Hoffman to approve the meeting minutes for January 4, 2023. Motion was unanimous.

**OLD BUSINESS:** None**NEW BUSINESS:****A. Residential/Commercial Developments Update**

R. Shrack gave the updates. Infrastructure work is being finished up in Arbor Valley and Cedar Ridge. Bids have been published to do the infrastructure work for the next phase in Prairie Lakes. A contractor has been selected and has started the infrastructure work in Sunflower Valley. The roads did not change, but the housing changed from 3D printed duplexes to traditional construction duplexes. There will be three different facades throughout the subdivision. The City is working with the developer on the platting process for the property south of the high school. This area will be a combination of residential and commercial with the residential being a mix of single-family homes and multifamily homes. The shop on the west side of Meridian just north of Veterans Park owned by Bill Arik is in the process of being sold. The buyer is Village Charters. They will be using the space to finish their tour/party busses. Paw Prints is moving into their new building on Main St. and the City has been talking to an individual about bringing a new restaurant into the community as well.

B. Clark gave an update on Ford St. and Seneca St. showing arial photos. Conversation was had regarding the upcoming Meridian St. project as well. Inquiries were made about road closures, school bus routes, and tree removal. There have been no final plans for the four-lane section of Meridian St., but the two-lane section between Main St. and 5<sup>th</sup> St. will be closed completely.

**B. Valley Center Recreation /Aquatic Center Community Survey**

The community survey to get final feedback is now available and will be open until Monday, February 6<sup>th</sup>, 2023. B. Clark asked the board to please take the survey as soon as they can and to share it with family, friends, and staff. This project has been 100% community driven. Clark went over drawings of the floorplan of the new building. Having this new building in the new location, south of the high school, leaves room for expansion opportunities in the future. Clark also shared the site plan for the new center. There will be 200 new parking stalls that will benefit the new center as well as sporting events held at the middle school.



**C. General Discussion**

R. Shrack reminded the board the next meeting will be an in person meeting and will be held at City Hall on March 1<sup>st</sup>, 2023 at 1:00 PM. Board Member Colbert inquired about homeowners having access during the street closure when the Meridian St. project begins. Both Shrack and Clark gave assurance that the road will be accessible to local traffic during construction. Clark also shared that Assistant City Administrator Smith has submitted an application for the second round of the state's BASE Grant funding for economic development in Valley Center.

**ADJOURNMENT**

Motion was made by Board Member Colbert and seconded by Board Member McGettigan to adjourn the meeting. Motion was unanimous. Meeting adjourned at 1:26 P.M.

Respectfully submitted,

---

/s/ Ryan W. Shrack, Secretary

## **CONSENT AGENDA**

### **F. VALLEY CENTER PUBLIC LIBRARY FINANCE AND BUDGET REPORTS**

## Valley Center Public Library 2022 Statistics

Check out Summary	2,021	2,021	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec.	2,022
Adult	Totals	Mo.Ave.													Totals
Non-fiction	1,343	112	115	109	143	163	116	165	86	227	132	94	60	57	1,467
Fiction	10,730	894	984	766	937	1034	940	1380	1113	1505	945	926	878	770	12,178
<b>Juvenile</b>															
Non-fiction	1,965	164	174	154	197	208	344	455	411	365	272	207	248	152	3,187
Fiction	13,212	1,101	1058	805	1283	1151	2024	2878	2413	1895	1503	1318	1427	1074	18,829
Periodicals	404	34	44	53	41	27	43	50	67	42	38	34	74	35	548
Audio materials	1,116	93	105	87	93	80	104	125	125	124	99	117	64	80	1,203
DVD's/Videos	1,048	87	83	81	140	57	119	150	190	96	58	124	122	116	1,336
Other Items	105	9	13	8	6	16	21	25	16	13	9	4	4	4	139
eBooks chkd out	7,645	637	736	722	804	770	720	748	846	892	841	804	842	798	9,523
<b>Totals</b>	<b>37,568</b>	<b>3,131</b>	<b>3312</b>	<b>2785</b>	<b>3644</b>	<b>3506</b>	<b>4431</b>	<b>5976</b>	<b>5267</b>	<b>5159</b>	<b>3897</b>	<b>3628</b>	<b>3719</b>	<b>3086</b>	<b>48,410</b>
<b>Number of programs</b>	<b>157</b>	<b>13</b>	10	19	20	23	15	27	27	14	19	19	17	21	<b>231</b>
<b>Tot. Program attendance</b>	<b>6,317</b>	<b>526</b>	204	375	456	1013	332	1502	1796	329	317	3516	258	239	<b>10,337</b>
<b>Internet Computer Use</b>	<b>363</b>	<b>30</b>	43	45	42	42	50	55	42	62	44	60	62	39	<b>586</b>
<b>Wireless Internet Use</b>	<b>1,999</b>	<b>167</b>	138	133	191	204	170	201	156	368	222	187	103	98	<b>2,171</b>
<b>Children's Computer Use</b>	<b>0</b>	<b>0</b>	0	0	0	0	0	0	0	0	0	0	0	0	<b>0</b>
<b>ILL Materials Loaned</b>	<b>503</b>	<b>42</b>	44	50	39	26	42	34	27	40	52	37	26	52	<b>469</b>
<b>ILL Materials Borrowed</b>	<b>753</b>	<b>63</b>	51	34	60	46	46	68	57	67	68	43	53	39	<b>632</b>
<b>New Library Patrons</b>	<b>566</b>	<b>47</b>	37	35	46	33	99	147	65	91	41	42	66	21	<b>723</b>
<b>Materials Added</b>	<b>2,182</b>	<b>182</b>	176	162	216	105	244	90	126	221	153	163	251	105	<b>2,012</b>
<b>Magazines Added</b>	<b>476</b>	<b>40</b>	46	31	56	42	44	32	23	30	25	44	46	20	<b>439</b>
<b>eBooks/eAudios added</b>	<b>56</b>	<b>5</b>	7	1	5	1	4	1	2	1	1	2	3	1	<b>29</b>
<b>Withdrawn - Items</b>	<b>2,916</b>	<b>243</b>	130	21	267	95	70	21	3	0	692	34	85	168	<b>1,586</b>
<b>Withdrawn - Magazines</b>	<b>370</b>	<b>31</b>	0	3	340	0	4	0	2	185	59	247	0	0	<b>840</b>
<b>Tests Proctored</b>	<b>0</b>	<b>0</b>	0	0	0	0	0	0	0	0	0	0	0	0	<b>0</b>
<b>Svcs:Notary/I9/Witness etc.</b>	<b>23</b>	<b>2</b>	7	5	8	4	2	6	6	9	4	9	8	1	<b>69</b>
<b>Curbside Deliveries-# Bags</b>	<b>1,250</b>	<b>104</b>	21	13	7	6	4	4	4	4	2	2	0	0	67
<b>Library Users</b>	<b>21,872</b>	<b>1,823</b>	1795	2400	2188	2052	2194	3407	3044	2757	2106	2345	1866	1735	27,889
<b>Website Visits</b>	<b>10,610</b>	<b>884</b>	1059	1041	1307	962	1196	1441	1686	1146	1487	1155	1850	984	15,314
<b>Digital VC Visits</b>	<b>1,906</b>	<b>159</b>	174	71	225	77	90	296	129	74	160	215	81	277	1,869
<b>Total Visits</b>	<b>34,404</b>	<b>2,866</b>	<b>3,028</b>	<b>3,512</b>	<b>3,720</b>	<b>3,091</b>	<b>3,480</b>	<b>5,144</b>	<b>4,859</b>	<b>3,977</b>	<b>3,753</b>	<b>3,717</b>	<b>3,797</b>	<b>2,996</b>	<b>45,074</b>

Snow days: 2/2, 3 &amp; 4; 2/17; 12/22

regular hours in use at beginning of year

Valley Center Public Library  
Balance Sheet  
December 31, 2022

ASSETS

Current Assets		
Petty Cash Account	\$	100.00
Halstead Regular Acct. 111		6,814.40
Halstead Savings / Draw 777		118,964.98
Halstead Capital Imp 400		<u>68,315.59</u>
Total Current Assets		194,194.97
Property and Equipment		<u>                    </u>
Total Property and Equipment		0.00
Other Assets		<u>                    </u>
Total Other Assets		<u>0.00</u>
Total Assets	\$	<u><u>194,194.97</u></u>

LIABILITIES AND CAPITAL

Current Liabilities		
FICA Payable/Federal W/H	\$	4,505.44
State W/H Payable		998.56
State Unemployment		<u>(55.64)</u>
Total Current Liabilities		5,448.36
Long-Term Liabilities		<u>                    </u>
Total Long-Term Liabilities		<u>0.00</u>
Total Liabilities		5,448.36
Capital		
Retained Earnings		172,171.94
Retained Earnings - YTD		(14,569.85)
Net Income		<u>31,144.52</u>
Total Capital		<u>188,746.61</u>
Total Liabilities & Capital	\$	<u><u>194,194.97</u></u>

# VALLEY CENTER PUBLIC LIBRARY

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	Budget 2023	Budget 2022	Actual 2022
<b>INCOME</b>			
Property Taxes	\$ 315,252.00	\$ 301,490.00	\$ 295,674.59
State Aid	\$ 2,000.00	\$ 2,000.00	\$ 2,114.85
SCKLS Grant	\$ 22,000.00	\$ 24,500.00	\$ 22,952.00
Summer Reading Grants	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
Fines	\$ 1,500.00	\$ 1,100.00	\$ 1,803.51
Copies	\$ 500.00	\$ 500.00	\$ 674.80
Interest	\$ 4,000.00	\$ 50.00	\$ 4,554.44
Misc. Inc.	\$ 250.00	\$ 500.00	\$ 353.30
Other grants	\$ 300.00	\$ 5,000.00	\$ 373.89
<b>TOTAL INCOME</b>	<b>\$ 353,802.00</b>	<b>\$ 343,140.00</b>	<b>\$ 336,501.38</b>
(\$19,577.41 increase from City)			
<b>EXPENSES</b>			
Wages	\$ 200,000.00	\$ 185,000.00	\$ 182,333.89
Payroll Taxes	\$ 16,000.00	\$ 15,000.00	\$ 14,474.17
Mileage	\$ 500.00	\$ 150.00	\$ 436.46
Books	\$ 25,000.00	\$ 27,500.00	\$ 21,453.04
Non-Print Materials	\$ 13,000.00	\$ 14,000.00	\$ 11,017.78
Movie Licensing	\$ 400.00	\$ 400.00	\$ 378.00
Periodicals	\$ 2,100.00	\$ 2,100.00	\$ 2,069.06
E-Books	\$ 1,500.00	\$ 1,500.00	
Memory Kits			
Utilities	\$ 14,000.00	\$ 13,250.00	\$ 13,136.39
Telephone	\$ 1,000.00	\$ 950.00	\$ 777.26
Internet Service	\$ 2,300.00	\$ 2,400.00	\$ 2,137.12
Trash Service			
Repairs & Maint.	\$ 1,750.00	\$ 1,500.00	\$ 1,732.23
Storage Fac.	\$ 690.00	\$ 725.00	\$ 690.00
Janitorial Service	\$ 11,370.00	\$ 11,370.00	\$ 10,532.67
Accounting	\$ 550.00	\$ 600.00	\$ 437.45
Web page	\$ 50.00	\$ 50.00	
Covid	\$ 500.00	\$ 500.00	
Office Supplies	\$ 2,000.00	\$ 1,600.00	\$ 1,720.14
Office Equip. Supp.	\$ 2,900.00	\$ 1,000.00	\$ 2,714.30
Book Supplies	\$ 4,000.00	\$ 4,000.00	\$ 3,161.36
Display Materials			
Courier	\$ 3,850.00	\$ 2,400.00	\$ 2,600.00
Postage	\$ 300.00	\$ 150.00	\$ 309.42
Software	\$ 2,000.00	\$ 4,000.00	\$ 1,224.00
Computer Maint.	\$ 6,000.00	\$ 2,000.00	\$ 5,275.00
Butterfly Garden		\$ 5,000.00	\$ 5,000.00
PO Liability Ins.	\$ 4,500.00	\$ 4,500.00	\$ 6,308.00
Insurance - Other			
Seminars			
Dues	\$ 125.00	\$ 125.00	\$ 105.00
Advertising	\$ 750.00	\$ 750.00	\$ 702.50
Bank Charges (IRS)			
KS Humanities	\$ 500.00	\$ 500.00	
Summer Rdg. Supp.	\$ 6,000.00	\$ 6,000.00	\$ 5,615.40
Teen Program Supplies	\$ 150.00	\$ 150.00	
Storytime Prog. Supp.	\$ 3,000.00	\$ 4,000.00	\$ 2,475.02
Adult Program Expenses	\$ 2,000.00	\$ 100.00	\$ 416.08
Services for the Community	\$ 50.00	\$ 100.00	\$ 40.00
Miscellaneous	\$ 500.00	\$ 1,000.00	\$ 17.92
Technology Upgrade	\$ 6,500.00	\$ 5,000.00	\$ 6,348.80
Improvements	\$ 1,000.00	\$ 1,000.00	
Capital Improv.	\$ 16,967.00	\$ 22,770.00	
<b>TOTAL EXPENSES</b>	<b>\$ 353,802.00</b>	<b>\$ 343,140.00</b>	<b>\$ 305,638.46</b>

Valley Center Public Library  
Income Statement  
Compared with Budget  
For the Twelve Months Ending December 31, 2022

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget	Year to Date Variance
Revenues					
City of Valley Center	\$ 295,674.59	\$ 301,490.00	\$ 295,674.59	\$ 301,490.00	(5,815.41)
State Aid	2,114.85	2,000.00	2,114.85	2,000.00	114.85
SCKLS Grant	22,952.00	24,500.00	22,952.00	24,500.00	(1,548.00)
Fines	1,803.51	1,100.00	1,803.51	1,100.00	703.51
Copier Fees	671.80	500.00	671.80	500.00	171.80
Book Sale Income	0.00	0.00	0.00	0.00	0.00
Other Grants	373.89	5,000.00	373.89	5,000.00	(4,626.11)
Interest Income	4,554.44	50.00	4,554.44	50.00	4,504.44
Miscellaneous Income	353.30	500.00	353.30	500.00	(146.70)
Summer Reading Grants	8,000.00	8,000.00	8,000.00	8,000.00	0.00
Central KS Community Foundatio	0.00	0.00	0.00	0.00	0.00
Do Not Use	0.00	0.00	0.00	0.00	0.00
Total Revenues	336,498.38	343,140.00	336,498.38	343,140.00	(6,641.62)
Cost of Sales					
Do Not Use	0.00	0.00	0.00	0.00	0.00
Total Cost of Sales	0.00	0.00	0.00	0.00	0.00
Gross Profit	336,498.38	343,140.00	336,498.38	343,140.00	(6,641.62)
Expenses					
Wages	182,333.89	185,000.00	182,333.89	185,000.00	(2,666.11)
COVID	0.00	0.00	0.00	0.00	0.00
Payroll Taxes	14,474.17	15,000.00	14,474.17	15,000.00	(525.83)
Employee Benefits	0.00	0.00	0.00	0.00	0.00
Mileage	436.46	150.00	436.46	150.00	286.46
Books	21,453.04	27,500.00	21,453.04	27,500.00	(6,046.96)
Non-Print Materials	11,017.78	14,000.00	11,017.78	14,000.00	(2,982.22)
Movie Licensing	378.00	400.00	378.00	400.00	(22.00)
Periodicals	2,069.06	2,100.00	2,069.06	2,100.00	(30.94)
E-Books	0.00	1,500.00	0.00	1,500.00	(1,500.00)
Digital Magazines	0.00	0.00	0.00	0.00	0.00
Memory Kits	0.00	0.00	0.00	0.00	0.00
Electricity & Gas	13,136.39	13,250.00	13,136.39	13,250.00	(113.61)
Telephone	777.26	950.00	777.26	950.00	(172.74)
Internet Service	2,137.12	2,400.00	2,137.12	2,400.00	(262.88)
Trash	0.00	0.00	0.00	0.00	0.00
Repairs & Maintenance	1,732.23	1,500.00	1,732.23	1,500.00	232.23
Storage Rental	690.00	725.00	690.00	725.00	(35.00)
Janitorial Service	10,532.67	11,370.00	10,532.67	11,370.00	(837.33)
Accounting	437.45	600.00	437.45	600.00	(162.55)
Web page	0.00	50.00	0.00	50.00	(50.00)
Covid Expenses	0.00	500.00	0.00	500.00	(500.00)
Office Supplies	1,720.14	1,600.00	1,720.14	1,600.00	120.14
Office Equipment	2,714.30	1,000.00	2,714.30	1,000.00	1,714.30

Valley Center Public Library  
Income Statement  
Compared with Budget  
For the Twelve Months Ending December 31, 2022

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget	Year to Date Variance
Book Supplies	3,161.36	4,000.00	3,161.36	4,000.00	(838.64)
Display Materials	0.00	0.00	0.00	0.00	0.00
Courier Service	2,600.00	2,400.00	2,600.00	2,400.00	200.00
Computer Software	1,224.00	4,000.00	1,224.00	4,000.00	(2,776.00)
Computer Maintenance	5,275.00	2,000.00	5,275.00	2,000.00	3,275.00
Butterfly Garden	5,975.09	5,000.00	5,975.09	5,000.00	975.09
Postage	309.42	150.00	309.42	150.00	159.42
Insurance	6,308.00	4,500.00	6,308.00	4,500.00	1,808.00
Seminars	0.00	0.00	0.00	0.00	0.00
Dues	105.00	125.00	105.00	125.00	(20.00)
Advertising	702.50	750.00	702.50	750.00	(47.50)
Bank Charges	0.00	0.00	0.00	0.00	0.00
Returned Checks	0.00	0.00	0.00	0.00	0.00
Interest Paid	0.00	0.00	0.00	0.00	0.00
Grant In Kind	0.00	0.00	0.00	0.00	0.00
TALK - Ks. Humanities	0.00	500.00	0.00	500.00	(500.00)
Summer Reading Programs	5,615.40	6,000.00	5,615.40	6,000.00	(384.60)
Teen Programs Supplies	0.00	150.00	0.00	150.00	(150.00)
Misc. Child. Program Supplies	2,475.02	4,000.00	2,475.02	4,000.00	(1,524.98)
Adult Program Expenses	416.08	100.00	416.08	100.00	316.08
Newsletter - Bookworm	0.00	0.00	0.00	0.00	0.00
Resiliency Kits	492.64	777.24	492.64	777.24	(284.60)
Services for the Community	40.00	100.00	40.00	100.00	(60.00)
Miscellaneous	17.92	1,000.00	17.92	1,000.00	(982.08)
Equipment - Technology U.	6,348.80	5,000.00	6,348.80	5,000.00	1,348.80
Travel Expenses - Cont. Ed.	0.00	0.00	0.00	0.00	0.00
Continuing Education	0.00	0.00	0.00	0.00	0.00
Improvements	0.00	1,000.00	0.00	1,000.00	(1,000.00)
Capital Improvements	0.00	22,770.00	0.00	22,770.00	(22,770.00)
Prior Year Adj	0.00	0.00	0.00	0.00	0.00
Gain/Loss on Sale of Assets	0.00	0.00	0.00	0.00	0.00
Total Expenses	307,106.19	343,917.24	307,106.19	343,917.24	(36,811.05)
Net Income	\$ 29,392.19	(\$ 777.24)	\$ 29,392.19	(\$ 777.24)	30,169.43

## **STAFF REPORTS**

**A. Community Development Director Shrack**

**B. Parks & Public Buildings Director Owings**

**C. Public Safety Director Newman**

**D. Public Works Director Eggleston**

**E. Engineering Updates**

**A. Scheer-PEC**

**B. Vasa-SEH**

**F. City Attorney Arbuckle**

**G. Asst. City Administrator of Finance Smith**

**H. City Administrator Clark**



## Public Works Status Report

### Ford Street Project:



Here is a shot of the new sidewalk in front of Brookfield apartments. They are getting very close to being ready to pave over the pre-cast culvert. After that, they can prepare for pavement on out East to Seneca.



Here we have pictures of a couple of the new driveway approaches on the section east of Seneca.

### Cedar Ridge Project:

Reported Schedule is:



Here is a shot of the entrance approach. There will be asphalt patching to fill in the gap.

A 2-inch asphalt top course is still scheduled for the roadway. This might be done by the time this report is received.

Waterline is in and connected through to the Ford Street waterline and testing is underway. Hopefully this will be complete with a passing result by the time you get this.

### Arbor Valley Project:



Here we have a couple of shots of the base course and one of the main drainage ways in this development. I am sure they are hoping to have asphalt down by the time this report is received, weather can be a big deciding factor.

Water:

- We had a KDHE inspection on 2/14/2023 of our Public Water Supply and its documentation, procedures, policies, etc. I could not be more pleased with Ron Ekstrom, Wade Gaylord, and Katie Lechner. They worked very hard the Friday before gathering information and organizing. Sabrina Cantrel from KDHE said everything was in great shape. We need to develop a plan for identification of potential cross connection situations and a plan for remediation. This team is already almost done with this.
- Working on a data request from PEC for a Water Model they are developing for us.
- Continue to work with Burns & McDonnell on preparation for the first stage of the Water Treatment Plant project.

Streets:

- Submitted an RFP for our 2023 Mill & Overlay project. Taking questions regarding this
- Working through standard patching and grading.
- The streets department are embarking on their first go at repairing and pouring curb and gutter in house. Way to go Ron Ekstrom and your team!!!! This could result in a substantial savings in the long run.

Admin:

- Continue to work on easement work for the North & South Meridians project.

**MEMO**

**TO:** City of Valley Center **DATE:** February 21, 2023  
**ATTENTION:** Mayor Cicirello and Members of Council **PROJECT NO.:** 35-217013-000-2502  
**FROM:** Gage Scheer, P.E. **PROJECT:** Valley Center – City Engineer  
**REFERENCE:** Project Status Update **COPIES TO:** Brent Clark, Rodney Eggleston, Barry Smith

Please advise immediately of any misconceptions or omissions you believe to be contained herein.

Shown below is a list of current PEC projects with status updates:

**Current Projects:**

1. **Ford (77<sup>th</sup>) Street from Bridge to Broadway with Seneca Realignment (200557-000)**
  - A. Project Details:
    1. Concrete option selected (Wildcat Construction).
    2. Construction started September 12, 2022.
    3. Completion Summer 2023.
    4. Traffic Control = Full closure, local access only.
2. **Meridian from 69th Street to Railroad Paving Improvements (197013-004)**
  - A. Final Check Plans submitted.
  - B. Project Details:
    1. Evaluating Builders FirstSource north drive relocation and enclosing ditch adjacent to Bank. PEC to provide concept exhibit and estimate.
    2. Bid Date = Summer 2023 (Currently tied with North Meridian).
    3. Estimated Construction Duration = 450 Calendar Days (Currently tied with North Meridian).
    4. City Council has selected to remove and replace pavement as is instead of widening for future quiet zone needs. PEC is coordinating with BNSF.
    5. Traffic Control = Two lane two way. Roadway closed to thru traffic during construction of Roundabout.
3. **Meridian from Main Street to 5th Street Paving Improvements (197013-006)**
  - A. Project is currently combined in the WAMPO TIP with the “Meridian – 69<sup>th</sup> Street to Railroad” as a single project.
  - B. Final Check Plans submitted.
  - C. Project Details:
    1. Meeting held June 14th, to discuss streetscaping options. City has requested to add lighting along the street within their budget for the project. Discussion of other streetscaping items to be considered separately.
    2. Bid Date and Construction Duration = See South Meridian.
    3. Traffic Control = One lane one-way northbound traffic.
4. **Water Master Plan and Model**
  - A. Project Details:
    1. Data request sent to City.

**Warranty Projects**

1. Water Tower Rehabilitation (187013-004) – Cunningham – September 6, 2024.
2. Ford Street Waterline Improvements (217013-003) - Wildcat Construction - November 11, 2024.

## **GOVERNING BODY REPORTS**

- A. Mayor Cicirello**
- B. Councilmember Stamm**
- C. Councilmember Evans**
- D. Councilmember Bass**
- E. Councilmember Anderson**
- F. Councilmember Gregory**
- G. Councilmember Kerstetter**
- H. Councilmember Wilson**
- I. Councilmember Colbert**

**ADJOURN**