



CITY COUNCIL AGENDA

January 3, 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 –
- 7. PRESENTATIONS / PROCLAMATIONS p 11**
- 8. PUBLIC FORUM (*Citizen input and requests*) p 11**
- 9. APPOINTMENTS p 11**
- 10. OLD BUSINESS p 11**
- 11. NEW BUSINESS p 12**
 - A. Ordinance 1384-22; Longevity p 12
 - B. Approval of Food for Fines Program p 15
 - C. 2023 Water Rate Approval p 19
 - D. Fee schedule discussion p 23
 - E. Acceptance of bid for dump truck p 33
 - F. Approval of Agreement with PEC for Water Master Plan p 37
- 12. CONSENT AGENDA p 48**
 - A. Appropriation Ordinance - January 3, 2023 p 49
- 13. STAFF REPORTS p 53**
- 14. GOVERNING BODY REPORTS p 54**
- 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 or by phone at (316)755-7310.

For additional information on any item on the agenda, please visit 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 December 20, 2022, regular City Council Meeting as prepared by the City Clerk.

REGULAR COUNCIL MEETING
December 20, 2022
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
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

Stamm moved to approve the agenda as presented, seconded by Colbert. Vote yea: unanimous. Motion carried.

ADMINISTRATION AGENDA –

DECEMBER 6, 2022, REGULAR CITY COUNCIL MINUTES-

Wilson to approve the minutes of the December 6, 2022, regular City Council meeting as presented, seconded by Colbert. Vote yea: Unanimous Motion carried.

PRESENTATIONS/PROCLAMATIONS –

PUBLIC FORUM – None.

APPOINTMENTS –

Mayor Cicirello recommended the following appointments.

A. Economic Development Board

- | | |
|----------------------|-----------------------|
| • Ben Anderson | Term expires Dec 2024 |
| • Ronald Colbert | Term expires Dec 2024 |
| • Tim Hoffman | Term expires Dec 2024 |
| • Brendan McGettigan | Term expires Dec 2024 |

Kerstetter moved to approve the appointments for the Economic Development Board, Gregory seconded the motion. Vote yea: Unanimous Motion carried.

B. Public Properties and Outdoor Spaces Board

- | | |
|-----------------|---------------------------|
| • Roger Stewart | Term expires January 2025 |
| • Tina Payne | Term expires January 2025 |
| • Larry Hoetmer | Term expires January 2025 |

Gregory moved to approve the appointments for the Public Properties and Outdoor Spaces Board, Kerstetter seconded the motion. Vote yea: Unanimous Motion carried.

OLD BUSINESS – NONE

NEW BUSINESS-

A. APPROVAL OF CHIP 2022-01 APPLICATION

Community Development Director Shrack Comm. Dev. Director Shrack presented CHIP-2022-01, application of Iron Gate Properties LLC, for approval. He did note that the abatement years should be 2023-2025. The abatement is 100% of the City's tax portion. This application is for the new multi-family residential development located west of Lion's Park, between Allen Ave. and Butler St.

Wilson moved to approve CHIP-2022-01 and award the appropriate tax rebates to Iron Gate Properties LLC for property tax years 2023-2025. Motion seconded by Stamm. Vote yea: Unanimous Motion carried.

B. SIGNATURE CARD UPDATE APPROVAL

Asst. City Administrator Smith requested approval of updates to the designated signers on signature cards for all banking institutions the city does business with. This is due to Matt Koehn resigning as Treasurer. Kerstetter moved approve Mayor Lou Cicirello, Council President Ben Anderson, and Assistant City Administrator Barry Smith as designated signers for all City bank accounts. Motion seconded by Wilson. Mayor Cicirello stated that as Mayor he is the last one to sign and a signature stamp is usually used. Vote Yea: unanimous. Motion carried.

C. APPROVAL OF ELECTRICAL SERVICE TO 85TH & BROADWAY

City Administrator Clark presented quotes received to supply electrical service to the 85th & Broadway City Welcome Sign. Two quotes were received from Decker Electric and Shelley Electric. The Park & Public Buildings Department is recommending approval to accept the low bid for Electrical Services from Shelley Electric. The quote did increase due to cost of lights since the bids was received. The total price of the project is now \$15,455.00.

Stamm made motion to accept the low bid for Electrical Services from Shelley Electric for total price of \$15,455.00. Motion seconded by Evans. Vote Yea: unanimous. Motion carried.

D. APPROVAL OF EMPLOYEE HANDBOOK

City Administrator Clark presented proposed Personnel Policy Manual for discussion and approval. He explained that much collaboration and discussion from Department Heads and employees was received. Wilson stated that he isn't used to such a comprehensive document and would like more time to review.

Wilson moved to table the discussion and approval until the January 17th meeting. Kerstetter seconded the motion. Clark urged the Council not to table the decision as the first of the year is an ideal time to implement the policy. Vote Yea. Gregory, Kerstetter and Wilson. Opposed: Stamm, Evans, Bass and Colbert. Motion denied.

Kerstetter questioned policy XV (page 16) regarding search of personal vehicles. Discussion was held regarding implication of privacy of a vehicle vs the search of house. Chief Newman noted the difference in a civil search vs criminal search. Lacy Gilmore, with Iron Gates Properties was in attendance. She stated that she is a criminal attorney. She shared that it could be a delicate matter, although schools have the right to search personal property located on school grounds. That specific language was removed. Discussion was also held regarding the addition of Martin Luther King Jr and Juneteenth to city observed holidays. Kerstetter stated that he would rather give employees additional "floating" holidays.

Stamm stated that the manual is very standard for Cities and governments. Unlike the public sector, we must utilize other means to attract and retain employees. This policy is similar to Salina and Derby. He had no problems with the ability to search a personal vehicle. He was opposed to "floating" holidays as they are a pain to approve fairly. Bass stated that payout of portions of sick is common in government and agreed that a robust benefit is needed to retain employees.

Cicirello requested a motion to officially remove the ability of City Management/department heads to search a personal vehicle. Kerstetter moved to remove the first bullet point in section XV a) from the manual. Gregory seconded the motion. Vote Yea: Bass, Gregory, Kerstetter, Wilson and Colbert. Opposed: Stamm and Evans. Motion carried.

Stamm moved to approve 2023 Personnel Policy Manual with revision. seconded by Evans. Vote Yea: Stamm, Evans, Bass, Gregory, Wilson, and Colbert. Opposed: Kerstetter. Motion carried.

CONSENT AGENDA

- A. APPROPRIATION ORDINANCE – DECEMBER 20, 2022
- B. CHECK RECONCILIATION- NOVEMBER 2022
- C. TREASURER REPORT – NOVEMBER 2022
- D. REVENUE AND EXPENSE SUMMARY – NOVEMBER 2022
- E. ECONOMIC DEVELOPMENT BOARD MINUTES – DEC 7, 2022
- F. SENIOR CENTER AGREEMENT WITH SEDGWICK COUNTY

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

STAFF REPORTS

COMMUNITY DEVELOPMENT DIRECTOR SHRACK

Main Street Valley Center will have their annual meeting beginning at 6:00pm at LeVenue, January 12, 2023. Everyone is invited and they will be inviting the Lions Club as their guests.

PUBLIC WORKS DIRECTOR EGGLESTON

Announced that Albert Carlock started as Equipment Operator, Dalton Stineman will begin in the water/wastewater department next week.

Eggleson then gave updates regarding projects throughout the city. Ford Street: underground culvert is poured by the apartments and curb and gutter has been poured on the south side of Ford. The water line in Arbor Valley is complete including testing. The water lines at Cedar Ridge are installed but haven't been tested. Kerstetter requested that updates and pictures be posted on social media.

CITY ADMINISTRATOR CLARK

Clark thanked Council for approval of the handbook. He also reported that the city app is still having problems for apple users when making a payment. Apple users can still use the website to make payments online.

GOVERNING BODY REPORTS –

MAYOR CICIRELLO

Announced 2023 meeting/conference dates for LKM. The fall conference will be held in Wichita, so urged all council members to consider attending.

COUNCILMEMBERS

Thanked everyone for a great year and wished everyone a Merry Christmas.

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

ADJOURN -

Meeting adjourned at 7:51pm.

Kristi Carrithers, City Clerk

ADMINISTRATION AGENDA
RECOMMENDED ACTION

A. MINUTES:

RECOMMENDED ACTION:

Staff recommends motion to approve the minutes of the December 20, 2022, Regular Council Meeting as presented/ amended.

PRESENTATIONS / PROCLAMATIONS

PUBLIC FORUM

APPOINTMENTS

OLD BUSINESS

NEW BUSINESS

A. ORDINANCE 1384-22; LONGEVITY:

Asst. City Administrator of Smith will present Ordinance 1384-22 regarding Longevity years of service pay increase. Longevity pay increases are set by Ordinance and with approval of employee personnel manual effective 01/01/2023 an update is needed.

➤ Ordinance 1384-22

ORDINANCE NO. 1384-23

**AN ORDINANCE OF THE CITY OF VALLEY CENTER, KANSAS,
AMENDING SECTION 2.28.073 OF THE VALLEY CENTER CITY CODE
BOOK AND CHANGING THE METHOD OF CALCULATING LONGEVITY
PAY.**

NOW THEREFORE, BE IT ORDAINED, by the Governing Body of Valley Center, Kansas:

SECTION 1. Section 2.28.073 of the Code of the City of Valley Center, Kansas is hereby amended to read as follows:

2.28.073 Longevity Recognition:

In recognition of continued service to the City, beginning January 1st, 2023, with the first full pay period following the employment anniversary dates following the 5th, 10th, 15th, 20th, 25th, and 30th years of service, Full-time hourly and exempt employees shall be awarded a 2.5% increase regardless of any other advancement awarded that year.

SECTION 2. 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 City Council on this 17th day of January 2023, and signed by the Mayor on the 17th day of January 2023.

1st. Reading January 3, 2023
2nd. Reading January 17, 2023

ATTEST:

Lou Cicirello, Mayor

Kristi Carrithers, City Clerk

{seal}

NEW BUSINESS
RECOMMENDED ACTION

A. ORDINANCE 1384-22; LONGEVITY:

Should Council choose to proceed

RECOMMENDED ACTION

City staff recommends approval of Ordinance 1384-22 regarding longevity pay for 1st reading.

NEW BUSINESS

B. APPROVAL OF FOOD FOR FINES PROGRAM:

Public Safety Director Newman will present and seek approval of the Food for Fines program held February 1st thru March 31st. All food is donated to the Ministerial Alliance to help the local community.

- Memo - Stacy Shay, Municipal Court Clerk



Memo 12/28/2022

To: Valley Center Mayor & City Council

From: Stacy Shay, Court Clerk

Please consider approving the Food for Fines program for 2023! I have spoken to Kevin at the Ministerial Alliance and the need for non-perishable items still exists. He is happy to be part of the program each year.

In 2019, we collected 714 cans/items, 69 people participated, and \$3358.50 went toward fines/fees. Additionally, 2 organizations together donated 268 cans/items.

In 2020, we collected 601 cans/items, 53 people participated, and \$2320.00 went toward fines/fees.

In 2021, we collected 379 cans/items, 30 people participated, and \$1525.00 went toward fines/fees.

In 2022, we collected 367 cans/items, 31 people participated, and \$1420.00 went toward fines/fees. We also made it a competition between Public Safety, Public Works, and City Hall and added an additional 1229 cans/items to the collection!

PROJECT PROPOSAL

VALLEY CENTER MUNICIPAL COURT FOOD FOR FINES

PURPOSE

Food for Fines is a project that will not only benefit the community, but have a positive impact on the clients of the Valley Center Municipal Court. This program will only occur during predetermined time frame agreed upon by the City and Municipal Court. Food for Fines is designed to emphasize the compassionate side of our judicial system and encourage charity within the community.

121 S. MERIDIAN, VALLEY CENTER, KS 67147
T: 316-755-7310 X 112 E: MUNICIPALCOURT@VALLEYCENTERKS.ORG

PROGRAM BASICS

- Proposed dates for 2023 would be from February 1st through March 31st during business hours only.
- For a single **can** of non-perishable food donated to the food drive the court would forgive **\$5.00 (per Council)** of the person's fine or warrant fees only. Regardless of the number of cans that are donated, the maximum amount that will be forgiven is \$50 to any one person.
- **Donations only apply to Fines and Warrant Fees assessed by the court.** Restitution, Court Costs, Diversion Fees, Community Corrections Fees, Jail Fees, UA's, Reinstatement Fees are not eligible.
- All non-perishable food items collected will be donated to the VC Food Pantry sponsored by the Ministerial Alliance. The Food Pantry will pick up donated items from City Hall on a scheduled time to be determined based upon participation.
- Dented, Rusted, Non Labeled, or Expired canned food/items will NOT be accepted.

IMPLEMENTATION

To implement this project the Municipal Court will need to inform our clients with flyers, the City's website, and social media. The more clients who are aware of the program the better response the court will receive.

COST

Because the court will be offering the program during business hours there will be no additional cost to the city in overtime.

SUMMATION

The court has the potential to reduce the debt owed on active cases that meet the court's criteria for eligibility at a time of year when the general population is struggling to make ends meet.

NEW BUSINESS

RECOMMENDED ACTION

B. APPROVAL OF FOOD FOR FINES PROGRAM:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends motion of approval of Food for Fines program and set the amount per can/food item at \$5.00 with a maximum amount of \$50.00.

NEW BUSINESS

C. 2023 WATER RATE APPROVAL:

Asst. City Administrator Smith will present and request approval for 2023 City of Valley Center water rates. These are adjusted annually based on City of Wichita rate increases.

- Memo from Assistant City Administrator Smith



January 3, 2023

To: Mayor Cicirello & Members of Council

From: Barry Smith – Assistant City Administrator for Finance and Administration

Subject: 2023 Water and Sewer Rates

BACKGROUND

Annually, City Council is presented with proposed user charge information for Water and Sewer rates that are charged to our residents.

On December 10, 2019, the City of Wichita updated their annual water rates to include a 6.25% increase. The increase is attributed to the new construction of a 120MGD water treatment plant.

On January 15, 2020, City Council voted to approve an overall increase of 4% to Valley Center water rates and absorb the remaining increase from the City of Wichita.

On December 8, 2020, the City of Wichita increased annual water rates by 6.5%.

On January 5, 2021, City Council was presented 2 options for future water rates. The City Council chose to move forward with Option B which reduced all 5/8" and 3/4" meter base charges to \$30.00, while freezing all other base charges along with reducing all tier 1 water rates to \$5.00 while maintaining the 4% annual increase to tier 2 and tier 3 water rates. Option B was presented as a viable option for the next several years if the City of Wichita did not increase rates more than 6.5% per year.

On December 14, 2021, the City of Wichita increased annual water rates by 6.5%.

On December 21, 2021, City Council approved a 4% increase to tier 2 and tier 3 water rates and keep the base charges frozen at current levels.

On November 25, 2022, the City of Wichita increased the wholesale volume rates by an average of 7.45%.

The City's current water rate ordinance states that all future increases from our water supplier for the water commodity shall be automatically added. The ordinance also states that 4% will be added by the city in addition to any other increase made under other sections of this code (City Code 12.08.010).

Our current sewer rate ordinance states that sewer rates will increase 2.5% annually. (City Code 12.60.043)

PROPOSAL

The following is the proposal for 2023:

- Increase sewer rates by the standard 2.5%
- Increase water rates for tier 1, 2, and 3 by 4%
- Turn on convenience fees for any utility payment made with a debit/credit card at 2.5%
- Turn on convenience fees for online and IVR payments charged by Incode (\$1.50)

Currently, the City absorbs all debit/credit card fees totaling approx. \$55,000 per year for utility payments made with debit/credit cards. The convenience fee allows rates to increase by 4% instead of passing through the entire 7.45% increase from the City of Wichita by offsetting what the City is charged by VISA, Mastercard, and Discover. With convenience fees offset, the Water Fund revenues for sale of water will match the increase in water purchase expenses.

It should be noted that the City accepts three types of payment types that would not be charged a convenience or Incode fee. These payment types are cash, check, and bank draft.

Valley Center water tier rates are presented below along with the average Valley Center water bill compared to surrounding Cities. The City average for water usage is 6,000 gallons of water per month. With the increase in rates, the average water bill for our customers will increase \$1.20 per month.

6,000 GALLON USAGE		VC Water Rates			
		Year	Tier 1	Tier 2	Tier 3
GODDARD	\$ 25.63	2018	\$4.88	\$16.13	\$24.11
PARK CITY	\$ 42.42	2019	\$5.08	\$16.78	\$25.07
MAIZE	\$ 52.05	2020	\$5.28	\$17.45	\$26.07
DERBY	\$ 56.54	2021	\$5.00	\$18.15	\$27.12
KECHI	\$ 57.34	2022	\$5.00	\$18.88	\$28.20
VALLEY CENTER	\$ 61.20	2023	\$5.20	\$19.63	\$29.33
BEL AIRE	\$ 64.32				
NEWTON	\$ 65.25				
ANDOVER	\$ 67.21				

RECOMMENDATION

- Increase sewer rates by the standard 2.5%
- Increase water rates for tier 1, 2, and 3 by 4%
- Turn on convenience fees for any utility payment made with a debit/credit card at 2.5%
- Turn on convenience fees for online and IVR payments charged by Incode (\$1.50)

Respectfully,

Barry Smith
Assistant City Administrator for Finance and Administration

NEW BUSINESS
RECOMMENDED ACTION

C. 2023 WATER RATE APPROVAL:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to approve proposed 2023 water rates for the City of Valley Center.

- **Increase sewer rates by the standard 2.5%**
- **Increase water rates for tier 1, 2, and 3 by 4%**
- **Turn on convenience fees for any utility payment made with a debit/credit card at 2.5%**
- **Turn on convenience fees for online and IVR payments charged by Incode (\$1.50)**

NEW BUSINESS

D. FEE SCHEDULE DISCUSSION:

Asst. City Administrator Smith will present and lead discussion regarding update to formal fee schedule. Following discussion, Smith will finalize fee schedule and seek final approval at the January 17th meeting.

- Fee Schedule Draft

Should Council choose to proceed

RECOMMENDED ACTION

No action needed at this time.

CITY OF VALLEY CENTER FEE SCHEDULE

ADOPTED --/--/----

CHANGES EFFECTIVE - TBD

CODE REF.	ORD. # / RES #	DESCRIPTION	CURRENT FEE
SECTION 2. BUSINESSES			
	VCFS	TEMPORARY USE PERMIT	\$25 EACH
5.32.040	ORD 1218-10	MOBILE FOOD VENDING	\$100 / YEAR
5.24.070	ORD 1303-17	PEDDLER / SOLICITOR LICENSE - 1 DAY LICENSE	\$10 / DAY
5.24.070	ORD 1303-17	PEDDLER / SOLICITOR LICENSE - 6 MONTH LICENSE	\$50.00
5.24.070	ORD 1303-17	PEDDLER / SOLICITOR LICENSE - 1 YEAR	\$100.00
5.40.060	ORD 1290-15	MASSAGE BUSINESS LICENSE - ISSUANCE / RENEWAL	100 / YEAR
5.08.040	ORD 327-61	MAINTAIN OR CONDUCT A DANCE HALL	100/YEAR
5.12.030	ORD 156-46	GAME ROOM LICENSE - 1 POOL OR BILLARD TABLE	\$20.00
5.12.030	ORD 156-46	GAME ROOM LICENSE - EACH ADDITIONAL POOL OR BILLIARD TABLE	\$2.00
5.12.030	ORD 156-46	GAME ROOM LICENSE - FIRST GAME TABLE	\$5.00
5.12.030	ORD 156-46	GAME ROOM LICENSE - EACH ADDITIONAL GAME TABLE	\$0.50
SECTION 3. CEREAL MALT BEVERAGE (CMB) / ALCOHOLIC LIQUOR LICENSE (ALL)			
5.20.100	ORD 1326-18	CMB - LIMITED RETAIL LICENSE OFF PREMISE	\$75 / YEAR (INCLUDES \$25 STATE TAX STAMP)
5.20.100	ORD 1326-18	CMB - LIMITED RETAIL LICENSE ON PREMISE	\$125 / YEAR (INCLUDES \$25 STATE TAX STAMP)
5.20.140	ORD 1326-18	CMB - CHANGE OF LOCATION	\$25/OCCURRENCE
5.18.020	ORD 720-87	ALL - DRINKING ESTABLISHMENT	\$250 / YEAR
5.18.020	ORD 720-87	ALL - CLASS A CLUB	\$100 / YEAR
5.18.020	ORD 720-87	ALL - CLASS B CLUB	\$200 / YEAR
5.18.020	ORD 720-87	TEMPORARY PERMIT	\$50 / PER EVENT
5.18.020	ORD 720-87	CATERER	\$50 / PER EVENT
5.18.110	ORD 1076-04	ANNUAL LICENSE TAX TO SELL LIQUOR BY PACKAGE	\$300 / YEAR
SECTION 4. BUILDING RENTALS			
		ROOMS - VC RESIDENT	
		SUNFLOWER / COTTONWOOD COMBO	\$100 / HOUR - \$800 / DAY - 4 HOUR MINIMUM
		COTTONWOOD	\$50 / HOUR - \$400 / DAY - 4 HOUR MINIMUM
		SUNFLOWER	\$50 / HOUR - \$400 / DAY - 4 HOUR MINIMUM
		MEADOWLARK	\$40 / HOUR - \$320 / DAY - 4 HOUR MINIMUM
		BISON	\$15 / HOUR - 2 HOUR MINIMUM
		HORNET	\$15 / HOUR - 2 HOUR MINIMUM
		ROOMS - NON VC RESIDENT	
		SUNFLOWER / COTTONWOOD COMBO	\$125 / HOUR - \$1,000 / DAY - 4 HOUR MINIMUM
		COTTONWOOD	\$60 / HOUR - \$480 / DAY - 4 HOUR MINIMUM
		SUNFLOWER	\$60 / HOUR - \$480 / DAY - 4 HOUR MINIMUM
		MEADOWLARK	\$50 / HOUR - \$400 / DAY - 4 HOUR MINIMUM
		BISON	\$20 / HOUR - 2 HOUR MINIMUM
		HORNET	\$20 / HOUR - 2 HOUR MINIMUM
SECTION 5. CEMETERY FEES / LOT PURCHASES			
12.70.200	Res 587-11	BURIAL PERMIT	\$100

CITY OF VALLEY CENTER FEE SCHEDULE

ADOPTED --/--/----

CHANGES EFFECTIVE - TBD

CODE REF.	ORD. # / RES #	DESCRIPTION	CURRENT FEE
12.70.200	Res 587-11	STONE SETTING PERMIT FEE	\$100.00
12.70.200	Res 587-11	EXHUMATION PERMIT FEE	\$250.00
12.70.200	Res 587-11	EXCAVATION LICENSE	\$50.00
12.70.200	Res 587-11	LOT PURCHASE - RESIDENT	\$400.00
12.70.200	Res 587-11	LOT PURCHASE - NON RESIDENT	\$1,000.00
SECTION 6. FIREWORKS / BLOCK PARTY			
9.75.030	ORD 1338-20	FIREWORK TENT PERMIT	\$1.50 / SQUARE FOOT
9.75.030	ORD 1338-20	FIREWORK TENT PERMIT	\$2.00 / SQUARE FOOT IF APPLICATION RECEIVED <10 DAYS FROM DATE OF SALE
9.75.030	ORD 1338-20	DISPLAY SIGN	\$25.00
9.75.030	VCFS	BLOCK PARTY PERMIT	\$50
SECTION 7. POLICE / MUNICIPAL COURT			
STATUTE	AS PROVIDED BY		
K.S.A. 12-4117	K.S.A. 74-5619	KANSAS LAW ENFORCEMENT TRAINING CENTER	\$11.50
K.S.A. 12-4117	K.S.A. 74-5619	KANSAS PEACE OFFICER'S TRAINING FUND	\$5.00
K.S.A. 12-4117	K.S.A. 79-4803	JUVENILE DETENTION FACILITIES FUND	\$2.00
K.S.A. 12-4117	K.S.A. 75-5670	TRAUMA FUND	\$1.00
K.S.A. 12-4117	K.S.A. 75-52,151	DOC FORENSIC PSYCHOLOGIST FUND	\$1.00
K.S.A. 12-4117	K.S.A. 74-5620	LOCAL LAW ENFORCEMENT TRAINING REIMB FUND	\$1.00
K.S.A. 12-4116	K.S.A. 12-4114	MUNICIPAL JUDGE TRAINING FUND	\$1.00
K.S.A. 12-4117	K.S.A. 74-7334	CRIME VICTIMS ASSISTANCE FUND	\$0.50
K.S.A. 12-4117	K.S.A. 74-7325	PROTECTION FROM ABUSE FUND	\$0.50
2.24.270	ORD 1276-14	COURT COSTS	\$75.00
2.24.270	ORD 1276-14	JAIL HOUSING FEES	\$2.53 / HOUR
2.24.270	VCFS	COMMUNITY SERVICE CREDIT	\$5 / HOUR
2.24.270	VCFS	DIVERSION FEE - DUI	\$1,000.00
2.24.270	VCFS	DIVERSION FEE - DRUG OFFENSE	\$850.00
2.24.270	VCFS	EXPUNGEMENT FEE	\$50.00
2.24.270	VCFS	WARRANT FEE	\$50.00
2.24.270	VCFS	PUBLIC DEFENDER FEE	\$150.00
2.24.270	VCFS	UA FEE	\$30.00
2.24.270	VCFS	COMMUNITY CORRECTIONS SUPERVISION FEE	\$250.00
2.24.270	VCFS	INSUFFICIENT FUNDS FEE	\$30.00
2.24.270	VCFS	PRE SENTENCE INVESTIGATION FEE	\$250.00
2.24.270	VCFS	RECORDS REQUEST FEE	\$10.00
2.24.270	VCFS	FINGERPRINTING FEE	\$15.00
SECTION 8. OPEN RECORDS FEES			
	VCFS	RESEARCH FEE PER EMPLOYEE	\$25 / HOUR
	VCFS	COPIES	\$0.50 / PAGE
SECTION 9. ANIMAL PERMITS AND FEES			
6.08.010	VCFS	DOG LICENSE	\$25 / YEAR
6.08.010	VCFS	SPAY OR NEUTER DISCOUNT	(\$5)
6.08.010	VCFS	FENCE DISCOUNT	(\$5)
6.08.010	VCFS	MICROCHIP DISCOUNT	(\$5)

CITY OF VALLEY CENTER FEE SCHEDULE**ADOPTED --/--/----****CHANGES EFFECTIVE - TBD**

CODE REF.	ORD. # / RES #	DESCRIPTION	CURRENT FEE
6.21.020	VCFS	FOWL LICENSE	\$25 / YEAR
6.21.010	VCFS	LIVESTOCK LICENSE	\$100 / YEAR
SECTION 10. MISC. CITY SERVICES			
	VCFS	NOTARY	\$1 / SIGNATURE
	VCFS	COPIES	\$.25 / PAGE
BUILDING, ZONING & NUISANCES:			
SECTION 11. BUILDING PERMITS			

CITY OF VALLEY CENTER FEE SCHEDULE

ADOPTED --/--/----

CHANGES EFFECTIVE - TBD

CODE REF.	ORD. # / RES #	DESCRIPTION	CURRENT FEE
<u>Residential Building</u> permit based on <u>Valuation</u> of work; includes Additions, remodels and rebuilds). <u>New Build</u> – building permit shall be 38 cents for each square foot of finished space, and 30 cents for each square foot of unfinished space. Porches and decks with new construction are counted as unfinished space. <u>Accessory Structure</u> – building permit shall be 25 cents for each square foot of unfinished. If unfinished space of an accessory structure exceeds 5,000 square feet, the building permit shall be 20 cents for each square foot of unfinished space for the first 5,000 square feet and 10 cents for each additional square foot thereafter. <u>Structures 100-400 SQ. FT. require Zoning permit only and do not have inspections.</u>			
14.04.010	ORD 1045-03	\$1-1,000	\$40
		\$1,001-2,000	\$40 for first 1,000 + 3.00 for each additional 100.00 or fraction thereof, to and including \$2,000.
		\$2,001-40,000	\$70.00 for first \$2,000.00 plus \$11.00 for each additional \$1,000.00, or fraction thereof, to and including \$40,000.00
		\$40,001-100,000	\$488.00 for first \$40,000.00 plus \$9.00 for each additional \$1,000.00 or fraction thereof to and including \$100,000.00
		\$100,001-500,000	\$1,028.00 for first 100,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof including \$500,000.00
		\$500,001-1,000,000	\$3,828.00 for first \$500,000.00 plus \$5.00 for each additional \$1,000.00 or fraction thereof to and including \$1,000,000.00
		\$1,000,001-5,000,000.00	\$6,328.00 for the first \$1,000,000.00 plus \$3.00 for each additional \$1,000.00 or fraction thereof to and including \$5,000,000.00
		\$5,000,001 and up	\$18,328.00 for first \$5,000,000.00 plus \$2.25 for each additional \$1,000.00 or fraction thereof
<u>Commercial Building</u> permit based on <u>valuation</u> of work; includes new commercial buildings, commercial remodels, commercial additions, or remodels.			
COMMERCIAL BUILDING PERMIT ISSUANCE - VALUATION			
14.04.010	ORD 1045-03	\$1.00 to \$1,000.00	\$40.00
		\$1,000.01 to \$2,000.00	\$40.00 for the first \$1,000.00 plus \$3.00 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
		\$2,000.01 to \$40,000.00	\$70.00 for the first \$2,000.00 plus \$11.00 for each additional \$1,000.00, or fraction thereof, to and including \$40,000.00
		\$40,000.01 to \$100,000.00	\$488.00 for the first \$40,000.00 plus \$9.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
		\$100,000.01 to \$500,000.00	\$1,028.00 for the first \$100,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
		\$500,000.01 to \$1,000,000.00	\$3,828.00 for the first \$500,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
		\$1,000,000.01 to \$5,000,000.00	\$6,328.00 for the first \$1,000,000.00 plus \$3.00 for each additional \$1,000.00, or fraction thereof, to and including \$5,000,000.00
		\$5,000,000.01 and up	\$18,328.00 for the first \$5,000,000.00 plus \$2.25 for each additional \$1,000.00, or fraction thereof.
ELECTRICAL PERMITS			
		Circuits	
		120 volt Circuit	\$2.00
		277 volt Circuit	\$2.00
		Heating Appliances	
		Heating appliance less than 4500 Watt	\$3.00
		Range or Heat Device 4500 watt or ever	\$8.00

CITY OF VALLEY CENTER FEE SCHEDULE**ADOPTED --/--/----****CHANGES EFFECTIVE - TBD**

CODE REF.	ORD. # / RES #	DESCRIPTION	CURRENT FEE
		Clothes Dryer	\$8.00
		Special Circuits & Additions	
		Feeder	\$9.00
		Hot tub/Sauna or Jacuzzi	\$14.00
		Special Power Circuit	\$9.00
		Generator	\$9.00
		Sign per Circuit	\$7.00
		Outlets added to Existing Circuit	\$0.75
		Smoke Detectors	\$0.75
		Fixtures	
14.04.010	ORD 1045-03	Lighting Fixtures/ Lampholding device (also retrofits of fixtures)	\$0.75
		Motors & Air Cond.	
		1 HP or less	\$5.00
		Over 1 HP	\$7.00
		Water Well Motor	\$7.00
		Service (new/change)	
		480 volts or less (Per meter(100 Amps or less))	\$11.00
		480 volts or less (each add. AMP)	\$0.06
		Over 480 volts (each service entrance)	\$71.00
		Construction Service (480 volts or less)	\$14.00
		Construction Service (Over 480 volts)	\$28.00
		Miscellaneous	
		Re Inspection of discont. Service (meter reset	\$11.00
		- Only one meter per permit)	
		Transformer	\$11.00
		Photovoltaic (Solar System)	\$29.00
		Water (See above w/ meters)	\$25.00
MECHANICAL PERMITS			
		Heating Appliances	
		Forced Air Furnace (2,000 cfm or less)	\$14.00
		Forced Air Furnace (over 2,000 cfm)	\$19.00
		Air Handler (2,000 cfm or less)	\$14.00
		Air Handler (over 2,000 cfm)	\$19.00
		Floor Furnace	\$14.00
		Wall Heater	\$14.00
		Room Heater	\$14.00
		Infrared Heaters	\$14.00
		Unit Heaters	\$14.00
		Tube Heaters	\$14.00
		Air Conditioning	
		5 Ton or less (w/o coil)	\$11.00
		5 Ton or less (W/ coil)	\$11.00
		Over 5 Tons (w/o coil)	\$17.00
		Over 5 Tons (W coil)	\$17.00

CITY OF VALLEY CENTER FEE SCHEDULE**ADOPTED --/--/----****CHANGES EFFECTIVE - TBD**

CODE REF.	ORD. # / RES #	DESCRIPTION	CURRENT FEE
		Cooling coil	\$8.00
		Refrigeration	
		Refrigeration (50 hp or less)	\$14.00
		Refrigeration (greater than 50 hp)	\$19.00
		Roof Tops	
		Gas	\$14.00
		Solid Fuel	\$14.00
		Pellet Stove	\$14.00
14.04.010	ORD 1045-03	Gas Logs / Inserts	\$14.00
		Chimney liners	\$9.00
		Hoods Systems	
		Type ONE hood system	\$38.00
		Type TWO hood system	\$19.00
		Fume hood system	\$19.00
		Paint booth system	\$19.00
		Spray booth system	\$19.00
		Exhaust/ Dryers/ Ventilation	
		Exhaust fan @ duct (under 500 cfm)	\$8.00
		Exhaust fan @ duct (over 500 cfm)	\$15.00
		Exhaust systems	\$33.00
		Ventilation systems	\$33.00
		Residential dryer vent	\$14.00
		Commercial dryer vent	\$28.00
		Miscellaneous	
		Fire damper	\$1.00
		Fire and smoke damper	\$2.50
		Hydronic piping	\$14.00
		Flue and/or Vent connector	\$8.00
		Fire suppression	\$14.00
		Repairs / Alterations	\$18.00
		Investigation Fee	\$0.00
		Permit Fee (always added onto permit)	\$25.00
SEPTIC PERMITS			
		Septic System	\$100
		Lagoon	\$100
		Alternative Adv. Treatment System	\$200
		Lagoon Cleaning (sludge removal only)	\$50
14.04.010	ORD 1045-03	Replacement of 25ft of pipe or less (from house)	\$50
		Tank Lid Replacement	\$50
		Cleaning and Jetting of lateral Lines	\$100
		Right of Way	\$50
		Well Permit	\$50
PLUMBING PERMITS			
		Waste Openings	\$4.50
		Reconnect Moved Building	\$11.50

CITY OF VALLEY CENTER FEE SCHEDULE**ADOPTED --/--/----****CHANGES EFFECTIVE - TBD**

CODE REF.	ORD. # / RES #	DESCRIPTION	CURRENT FEE
		Interior Rainwater Drain	\$4.00
		Gas Meter Loop / Pressure Test	\$9.00
		Gas Opening / Pressure Test	\$9.00
		Medical Gas Opening	\$5.00
		Water Service New or Replacement (inside home)	\$5.00
14.04.010	ORD 1045-03	Mobile Home Water Service	\$5.00
		Water Heater New or Replacement	\$9.00
		Backflow Device	\$5.00
		Lawn Sprinklers (No permit if connection to well)	\$10.00
		Water Conditioning	\$4.50
		Standpipes (Number of Risers	\$36.00
		Miscellaneous	\$9.00
		Investigation fee	\$0.00
		Permit Fee (always added into permit)	\$25.00
SECTION 12. OTHER PERMITS			
		Demolition Permit	\$50.00
14.04.010	ORD 1045-03	Moving of house through town	\$100.00
		Moving Structure through town Application	\$100.00
SECTION 13. ZONING PERMITS			
		Plan Commission-Zoning Related Applications	
	RES 640-15	Any type of Rezoning Amendment other than PUD	\$300.00
	RES 640-15	PUD Overlay District and Associated Site Plan	\$500.00
	RES 640-15	PUD Overlay District Amendment	\$400.00
	RES 640-15	Special Use Permit	\$300.00
		Plan Commission-Subdivision Related Applications	
	RES 640-15	Sketch Plan	\$50.00
	RES 640-15	Small Tract Plat	\$300.00
	RES 640-15	Preliminary Plat	\$350.00
	RES 640-15	Final Plat	\$150.00
	RES 640-15	Correcting Platting Error	\$100.00
	RES 640-15	Street Name Change	\$100.00
	RES 640-15	Vacate Street, alley, easement, or Public Reservation	\$200.00
		Board of Zoning Appeals Applications	
17.04.010	RES 640-15	Variances	\$200.00
	RES 640-15	Conditional Uses	\$200.00
		Site Plan Applications	
	RES 640-15	Site Plan Review	\$200.00
		Zoning Permit Applications	
	RES 640-15	Zoning compliance for signs, fences, accessory uses and storage buildings under 200	\$25.00
	RES 640-15	Temporary Permits	\$275.00
		Floodplain Related Determinations and Applications	
	RES 640-15	Written Floodplain Determination	\$50.00
	RES 640-15	Written Floodplain Development Permit	\$100.00
	RES 640-15	Review Applications for Letter of Map Amendment (LOMA)	\$100.00
	RES 640-15	Review Applications for Letter of Map Change (LOMC)	\$100.00

CITY OF VALLEY CENTER FEE SCHEDULE**ADOPTED --/--/----****CHANGES EFFECTIVE - TBD**

CODE REF.	ORD. # / RES #	DESCRIPTION	CURRENT FEE
	RES 640-15	Review Applications for Letter of Map Revision (LOMR)	\$100.00
	RES 640-15	Review Applications for Letter of Map Revision based on Fill (LOMR-F)	\$100.00
SECTION 14. NUISANCE ABATEMENT FEES MOWING ASSESSMENT			
	VCFS	NUISANCE ABATEMENT	ACTUAL COST TO CITY
17.04.010	VCFS	ADMIN FEE	\$25 / ABATEMENT
	VCFS	CERTIFIED LETTER	ACTUAL COST
UTILITIES:			

CITY OF VALLEY CENTER FEE SCHEDULE**ADOPTED --/--/----****CHANGES EFFECTIVE - TBD**

CODE REF.	ORD. # / RES #	DESCRIPTION	CURRENT FEE
SECTION 15. UTILITIES - ADMINISTRATIVE			
12.20.010	Res 660-17	INITIAL CONNECTION	\$25.00
12.20.010	Res 660-17	TRANSFER OF SERVICE	\$15.00
12.20.020	Res 660-17	INSUFFICIENT FUNDS	\$30.00
12.20.020	Res 660-17	DELINQUENCY PENALTY	10% OF TOTAL BALANCE
SERVICE REINSTATEMENT DUE TO NON PAYMENT			
12.080.030	Res 660-17	FIRST OFFENSE	\$25.00
12.080.030	Res 660-17	SECOND OFFENSE	\$50.00
12.080.030	Res 660-17	THIRD AND SUBSEQUENT OFFENSE	\$100.00
12.080.040	Res 660-17	AFTER HOURS SERVICE	\$30.00
12.12.070	ORD 1075-04	WATER METER TEST	\$25.00
SECTION 16. SEWER EQUITY/CONNECTION FEES			
12.57.010	ORD 1203-10	SEWER EQUITY FEE	\$1,132.54
12.36.020	ORD 904-98	SEWER INSPECTION	\$100
SECTION 17. WATER EQUITY/CONNECTION/METER FEES			

NEW BUSINESS

E. APPROVAL OF BID FOR DUMP TRUCK:

Parks and Public Buildings Director Owings will present, and request approval of \$15,750.00 bid received for the 1999 GMC dump truck.

- Staff memo
- Bid



January 3, 2022

To: Mayor Cicirello & Members of Council

From: Neal Owings, Director of Park & Public Buildings

Subject: Recommendation to Accept Bid

RECOMMENDATION

City staff is requesting that City Council accept the bid for \$15,750 submitted by Kurt Bachman for the sale of the 1999 GMC 1-Ton Dump Truck .

BACKGROUND

At the December 6th City Council meeting, Council authorized staff to solicit bids for the sale and disposal of a 1999 GMC 1-Ton truck with a dump/service body.

The vehicle was advertised for 15 day using the City's website, Facebook, and other social media outlets.

FINANCIAL CONSIDERATION

While only one bid was received during the bid solicitation process, city staff feels that it is a fair and competitive offer and in the best interest of the City to accept this bid.

ATTACHMENTS

Bid Proposal Submitted



DUMP TRUCK BID PROPOSAL SUBMISSION FORM

1. INDIVIDUAL OR COMPANY
NAME

Kurt Bachman Bldg, Inc

2. ADDRESS

4647 N. Meridian Ave
Wichita, KS 67204

3. TELEPHONE NUMBER

(home/office)

(316) 838-6789 (cell) (316) 648-0778

4. Bid Amount \$15,750.00

(written out)

Fifteen thousand seven hundred

fifty dollars & no/100

Submitted by:

Kurt W. Bachman, Pres
Kurt W. Bachman, President

12/22/22

Return this form in a sealed envelope clearly marked with "Dump Truck Bid - Attention City Clerk".

All responses must be received no later than Thursday, December 22nd, 5PM to Valley Center City

Hall 121 S. Meridian, PO Box 188, Valley Center, KS 67147

www.kurtbachman.com



kurt bachman building inc.

Kurt Bachman
President

Lic# 2817

4647 N. Meridian
Wichita, KS 67204
office: 316.838.6789
fax: 316.838.1234
cell: 316.648.0778

kurt@kurtbachman.com

NEW BUSINESS
RECOMMENDED ACTION

E. APPROVAL OF BID FOR DUMP TRUCK:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends motion to accept bid from Kurt Bachman in the amount of \$15,750.00 for the 1999 GMC 1ton dump truck.

NEW BUSINESS

F. APPROVAL OF AGREEMENT WITH PEC FOR WATER MASTER PLAN:

Gage Scheer will present agreement with PEC for the water master plan and water model analysis. PEC's Fee for its Scope of Services will be on a lump sum basis in the amount of \$43,500.

- PEC Water Master Plan Agreement



January 3, 2023

Brent Clark
 City Administrator
 City of Valley Center
 P.O. Box 188
 Valley Center, KS 67147

Reference: AGREEMENT for Valley Center Water Master Plan
 Valley Center, KS
 31-217013-999-2502

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.

Choose an item Responsibilities. To enable PEC to perform the Services, Choose an item shall, at its sole expense: (1) provide all information and documentation regarding Choose an item requirements, the existing site, and planned improvements necessary for the orderly progress of the Services; (2) designate a person to act as Choose an item representative with authority to transmit instructions, receive instructions and information, and interpret and define Choose an item 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 Choose an item. Choose an item 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 Choose an item fails to make payment when due. In such an event, PEC shall have no liability for any delay or damage resulting from such suspension.

Brent Clark
City Administrator
Valley Center Water Master Plan
December 15, 2022
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 Choose an item or anyone claiming by, through or under the Choose an item, 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 Choose an item 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 Choose an item shall not be entitled to use the Work Product for any purpose without the prior written consent of PEC.

Unless otherwise agreed by Choose an item and PEC, Choose an item 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 Choose an item, and any reliance on such electronic files will be at the Choose an item sole risk.

Insurance. PEC and Choose an item 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 Choose an item. 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 Choose an item 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, Choose an item (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.

Brent Clark
 City Administrator
 Valley Center Water Master Plan
 December 15, 2022
 Page 3

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 Choose an item selects accelerated, phased or fast-track scheduling, Choose an item agrees to include a contingency in the Project budget sufficient to cover such costs.

Force Majeure. PEC will not be liable to Choose an item 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 Choose an item 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 Choose an item 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 Choose an item 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. Choose an item 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. Choose an item 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.

Brent Clark
 City Administrator
 Valley Center Water Master Plan
 December 15, 2022
 Page 4

Dispute Resolution. The Choose an item 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 Choose an item and PEC who have full authority to 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 Choose an item 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 Choose an item 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 Choose an item 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, Choose an item 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 Choose an item and anyone claiming by, through or under Choose an item, 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 Choose an item or anyone claiming by, through or under Choose an item.

Assignment. Choose an item 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 Choose an item, its successors and assigns.

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

Entire Agreement. This Agreement represents the entire and integrated agreement between PEC and Choose an item 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 Choose an item.

Brent Clark
City Administrator
Valley Center Water Master Plan
December 15, 2022
Page 5

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.

Gage Scheer, PE
Design Engineer

GAS:cem

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: _____, Signatory

Printed Name: Michael Kelsey

Title: Municipal Division Manager

Date: December 21, 2022

ACCEPTED:

City of Valley Center

By: _____

Printed Name: _____

Title: _____

Date: _____



EXHIBIT A

A. Project Description

1. The Project shall consist of a Water Master Plan and Water Model analysis.

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 that the draft Water Master Plan will be completed within 180 days after receiving Notice to Proceed.
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. Project Deliverables

1. This Project Deliverables shall consist of the following sealed by an Engineer licensed in the State of Kansas where applicable:
 - a) Draft Master Plan Report
 - b) Final Master Plan Report

D. Scope of Services

1. Project Management:
 - a) Conduct project kick-off meeting.
 - b) Conduct a maximum of two project progress meetings and two workshops with City Staff.
 - c) Prepare project progress reports and incorporate with monthly status reports provided to the City.
2. Water Master Plan Update:
 - a) Data Collection
 - i. Obtain mapping of the existing distribution system from the City and conduct interviews as needed with key staff familiar with the distribution system.
 - ii. Collect water use data including average day use, peak daily use, peak hourly use, and usage information for large water consumers from City staff.
 - iii. Obtain physical and operations information pertaining to distribution system pumps and storage facilities from the City.
 - iv. Review existing studies, master plans, and comprehensive plans to be provided by the City.
 - v. Perform fire hydrant flow testing to collect system flow and pressure data. The ENGINEER will establish field test locations with City input, provide flow testing equipment, perform field testing, and evaluate results. The City shall provide staff to operate valves and inform residents of testing operations

prior to and during testing as necessary. ENGINEER plans to provide 2 people to perform flow testing.

b) Population Projections and Water Demands:

- i. Review development areas and update projected development with input from the CLIENT through a 20-year planning period (through 2045).
- ii. Review previous population and usage projections and update through the year 2045.
- iii. Prepare a Technical Memorandum (TM) #1 and submit to CLIENT for review. TM #1 shall include a summary of historical and current population and demands, projected population and demands through the year 2045, and projected future development area mapping.
- iv. Data from 2015 water supply study will be evaluated and updated as needed.

c) Dynamic Modeling:

- i. Develop a hydraulic model of the distribution system within the defined service area including the existing system and any further modifications to include:
 - 1) Developing a network of model segments water lines 4-inches and larger, and additional lines as needed to prepare a functioning model.
 - 2) Incorporating water storage facilities and pump data.
- ii. Utilize the field collected fire hydrant testing data and other system information to calibrate the model within reasonable accuracy to the existing system performance.
- iii. Identify data gaps based on the distribution system information provided and develop a corrective action plan to address these gaps. This plan will be submitted to the City.
- iv. Incorporate the additional data provided by the City to resolve data gaps.
- v. Create a scenario based on current water usage demands. Create scenarios for 20-year planning period at 5-year intervals.
- vi. Utilize the water model to analyze the system under current and projected average day, maximum day, and peak hour demands. Evaluate system pressures, pipe velocities, operations/controls, and water age. Evaluate current and projected fire flow capacities based on the needed fire flows.
- vii. Utilize the water model to evaluate the City's future Water Treatment Plant connection as compared to the City of Wichita connection, or in simultaneous use, to determine any operational differences.
- viii. Identify any current system deficiencies and future deficiencies based on the projected demands. System storage will be analyzed for ability to meet future demand conditions.

d) Distribution System Alternatives:

- i. Provide recommendations to existing distribution system to address deficiencies.

- ii. Evaluate future service areas and identify recommended improvements to serve growth areas.
 - iii. Evaluate storage needs to serve current and future demands and future development areas. Determine recommended size and location of proposed storage along with proposed operational controls. Evaluate the potential for pressure zones, booster stations, and control values.
 - iv. Utilize the model to evaluate system pressures, operations/controls, and water age with the proposed improvements.
- e) Final Report Preparation:
- i. Prepare a final report which summarizes the purpose of the study, how the study was conducted, conclusions, recommendations, and cost estimates. This final report will incorporate all of the findings presented and discussed in progress meetings and workshops. The final report will be designed to be used as the planning tool for the City.
 - ii. A draft version of the final report will be submitted to the City for their review and comment prior to publication of the final report.
 - iii. Final report will include reproducible maps of the study area and master plan maps (electronic copies). Final report shall be sealed by an engineer licensed in Kansas.
 - iv. Provide electronic pdf file of sealed final Master Plan and hard copies as requested.
 - v. Present final Master Plan to City staff and/or City Commission in one (1) onsite meeting.

E. Additional Responsibilities of CLIENT:

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

- a) Provide documents and data as requested and available.
- b) Provide access to project sites as needed.
- c) Review submitted reports and documents in a timely manner.

F. Additional Services:

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

- 1. Design or assistance with implementation of any improvements recommended improvements.
- 2. Field survey or geotechnical investigations.
- 3. Activities associated with water right acquisition including but not limited to contacting or negotiating with water right owners, easement preparation or acquisition, etc.
- 4. Communication with regulatory agencies on behalf of the City outside of what is noted in the scope.
- 5. Detailed water supply and treatment evaluation.

G. Exclusions:

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

- a) Review of water quality or quantity and water treatment.
- b) Water quality sampling or testing.
- c) Design of any recommended improvements.

H. PEC's Fees:

- 1. PEC will invoice CLIENT one time per month for services rendered and reimbursable expenses incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
- 2. PEC's Fee for its Scope of Services will be on a lump sum basis in the amount of **\$43,500.**
- 3. 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

F. APPROVAL OF AGREEMENT WITH PEC FOR WATER MASTER PLAN:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends motion of approval of agreement with PEC for water master plan and water model analysis in amount not to exceed \$\$43,500 and authorize Mayor to sign.

CONSENT AGENDA

A. APPROPRIATION ORDINANCE – JANUARY 3, 2023

RECOMMENDED ACTION:

Staff recommends motion to approve the Consent Agenda as presented.

CONSENT AGENDA

A. APPROPRIATION ORDINANCE:

Below is the proposed Appropriation Ordinance for January 3, 2023, as prepared by City Staff.

January 3, 2023, Appropriation

Total	\$ 149,064.26
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VENDOR SET: 02 City of Valley Center

January 3, 2023 City Council Agenda Page 50

BANK: APBK INTRUST CHECKING

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

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
0032	AFLAC							
I-AF 202211299579	SUPPLEMENTAL INSURANCE	R	12/16/2022	52.52		054730		
I-AF 202212149628	SUPPLEMENTAL INSURANCE	R	12/16/2022	52.52		054730		
I-AFC202211299579	SUPPLEMENTAL INSURANCE	R	12/16/2022	22.62		054730		
I-AFC202212149628	SUPPLEMENTAL INSURANCE	R	12/16/2022	22.62		054730		
I-AFD202211299579	SUPPLEMENTAL INSURANCE	R	12/16/2022	70.33		054730		
I-AFD202212149628	SUPPLEMENTAL INSURANCE	R	12/16/2022	70.33		054730		
I-AFL202211299579	SUPPLEMENTAL LIFE INSURANCE	R	12/16/2022	60.10		054730		
I-AFL202212149628	SUPPLEMENTAL LIFE INSURANCE	R	12/16/2022	60.10		054730		
I-AFO202211299579	SUPPLEMENTAL INSURANCE	R	12/16/2022	29.12		054730		
I-AFO202212149628	SUPPLEMENTAL INSURANCE	R	12/16/2022	29.12		054730		469.38
0445	DELTA DENTAL OF KANSAS, INC.							
I-DDS202211299579	DENTAL INSURANCE	R	12/16/2022	186.67		054731		
I-DDS202212149628	DENTAL INSURANCE	R	12/16/2022	186.89		054731		
I-DEC202211299579	DENTAL INSURANCE	R	12/16/2022	165.80		054731		
I-DEC202212149628	DENTAL INSURANCE	R	12/16/2022	165.80		054731		
I-DES202211299579	DENTAL INSURANCE	R	12/16/2022	201.84		054731		
I-DES202212149628	DENTAL INSURANCE	R	12/16/2022	201.84		054731		
I-DFM202211299579	DENTAL INSURANCE	R	12/16/2022	620.07		054731		
I-DFM202212149628	DENTAL INSURANCE	R	12/16/2022	620.07		054731		2,348.98
0566	SURENCY LIFE AND HEALTH							
I-VEC202211299579	VISION INSURANCE	R	12/16/2022	7.93		054732		
I-VEC202212149628	VISION INSURANCE	R	12/16/2022	7.93		054732		
I-VMC202211299579	VISION INSURANCE	R	12/16/2022	52.08		054732		
I-VMC202212149628	VISION INSURANCE	R	12/16/2022	52.08		054732		
I-VME202211299579	VISION INSURANCE	R	12/16/2022	53.13		054732		
I-VME202212149628	VISION INSURANCE	R	12/16/2022	53.13		054732		
I-VMF202211299579	VISION INSURANCE	R	12/16/2022	118.09		054732		
I-VMF202212149628	VISION INSURANCE	R	12/16/2022	118.09		054732		
I-VMS202211299579	VISION INSURANCE	R	12/16/2022	70.84		054732		
I-VMS202212149628	VISION INSURANCE	R	12/16/2022	13.75		054732		547.05
0070	KANSAS DEPT OF REVENUE							
I-202212159632	KANSAS DEPT OF REVENUE	R	12/16/2022	75.00		054733		75.00
0077	KANSAS OFFICE OF THE TREASURER							
I-202212139624	KANSAS OFFICE OF THE TREASURER	R	12/16/2022	1,322.34		054734		1,322.34
0113	VALLEY PRINT LOGISTICS							
I-202212159631	VALLEY PRINT LOGISTICS	R	12/16/2022	416.37		054735		416.37

VENDOR SET: 02 City of Valley Center

January 3, 2023 City Council Agenda Page 51

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
0147	TRAFFIC CONTROL SERVICES, INC.							
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0150	AT&T MOBILITY							
I-202212149630	AT&T MOBILITY	R	12/16/2022	783.56		054737		783.56
0162	CIVIC PLUS							
I-202212139627	CIVIC PLUS	R	12/16/2022	1,288.46		054738		1,288.46
0768	MABCD							
I-202212139625	MABCD	R	12/16/2022	74.00		054739		74.00
1078	FLEXIBLE BENEFIT SERVICE CORPO							
I-202212139626	FLEXIBLE BENEFIT SERVICE CORPO	R	12/16/2022	193.25		054740		193.25
1257	PARK CITY							
I-202212139623	PARK CITY	R	12/16/2022	130,391.37		054741		130,391.37
1261	MSA PROFESSIONAL SERVICES, INC							
I-202212149629	MSA PROFESSIONAL SERVICES, INC	R	12/16/2022	9,315.00		054742		9,315.00
1273	ZOLL DATA SYSTEMS							
I-202212139622	ZOLL DATA SYSTEMS	R	12/16/2022	500.00		054743		500.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	14	149,064.26	0.00	149,064.26
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: 02 BANK: APBK TOTALS:	14	149,064.26	0.00	149,064.26
BANK: APBK TOTALS:	14	149,064.26	0.00	149,064.26
REPORT TOTALS:	14	149,064.26	0.00	149,064.26

SELECTION CRITERIA

VENDOR SET: * - All

VENDOR: ALL

BANK CODES: All

FUNDS: All

CHECK SELECTION

CHECK RANGE: 054730 THRU 054743

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

STAFF REPORTS

- A. Community Development Director Shrack**
- B. Parks & Public Buildings Director Owings**
- C. Public Safety Director Newman**
- D. Public Works Director Eggleston**
- E. City Engineer Scheer**
- F. City Attorney Arbuckle**
- G. Asst. City Administrator of Finance Smith**
- H. City Administrator Clark**

GOVERNING BODY REPORTS

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

ADJOURN