



CITY COUNCIL AGENDA

June 20, 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 – June 6, 2023**
- 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. Resolution 735-23; Nottingham Development Agreement and IHD Amendment p 12**
 - B. Development Agreement Amendment No. 1 – IHD Prairie Lakes p 17**
 - C. Development Agreement with Nottingham Estates at Hunters Pointe LLC – Prairie Lakes p 26**
 - D. Resolution 736-23; amending Res. 726-22 for Sunflower Valley Improvements p 59**
 - E. Approval of Change Order No.1 – Sunflower Valley improvements p 66**
 - F. Ordinance 1390-23; Annex 120.17 acres southeast of Seneca and Ford p 70**
 - G. Ordinance 1391-23; Annex 59.75 acres southeast of Seneca and Ford p 75**
 - H. Valley Center 2024 Budget – First Draft p 79**
- 12. CONSENT AGENDA p 112**
 - A. Appropriation Ordinance – June 20, 2023 p 113**
 - B. Check Reconciliation – May 2023 p 122**
 - C. Treasurer's Report – May 2023. P 128**
 - D. Revenue and Expense Summary – May 2023 p 130**
 - E. Lions Park usage request – June 25th – Pathway Church p 142**

13. **STAFF REPORTS** p 147
14. **GOVERNING BODY REPORTS** p 148
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 June 6, 2023, regular City Council Meeting as prepared by the City Clerk.

REGULAR COUNCIL MEETING
June 6, 2023
CITY HALL
121 S. MERIDIAN

Mayor Cicirello called the budget presentation workshop meeting to order at 6:00 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: Lloyd Newman, Public Safety Director
 Rodney Eggleston, Public Works Director
 Ryan Shrack, Community Development Director
 Neal Owings, Parks and Public Buildings Director
 Brent Clark, City Administrator
 Barry Smith, Asst City Administrator
 Desirae Womack, City Treasurer
 Kristi Carrithers, City Clerk

PRESENTATIONS

Public Works Director Eggleston reported on the Public Works department. The Ford Street project is scheduled to be completed by the end of July 2023. In 2024, the streets department plans to put out an RFP for a 3-year contract for mil & overlay. Streets request a budget increase of \$202,570.00.

The water department was busy with the Ford Street waterline project and the initial stages of the water treatment plant. Eggleston reported that an inspection by the KDHE showed everything was in great shape. In 2024 the department plans to replace 5 water hydrants as well as water line from 2nd Street to 5th Street on Meridian. Additional funding of \$224,691 is requested.

An increase of \$269,228 is requested by the sewer department. A portion of the funds will be used to upgrade lift station.

Ryan Shrack, Community Development Director stated that his department has processed permits in 2023 for 10 new single family and 2 multi-family home. The new position added in 2023 has assisted in code enforcement and in meter locates and serve as the stormwater officer. Bill Andrews should complete the final 4 tests for commercial inspections, thus enabling all residential and commercial inspections to be done by city staff. An increase of \$14,391 will ensure investment back to the community through the Main Street Valley Center program and economic development resources.

Parks and Public Buildings Director Owings stated that the department consists of 6 staff. Owings reminded Council these staff are responsible for all things outdoor and in public buildings. Owings reported funding for restroom partitions at McLaughlin Park, sidewalk repairs at Lions Park, tree replacement along Meridian and updates for Ford Street Welcome sign are planned in 2024. An increase of \$78,962 is requested.

Lloyd Newman, Public Safety Director, requested an increase of \$160,096 for the police department. This funding is mostly due to salaries and benefits as well as increased fuel costs.

The fire department will need to replace 2000 feet of supply hose in 2024. The fire department request is additional \$22,808.

Barry Smith, Assistant City Administrator has projected an increase of \$224,799. A large portion of the increase is the HIP/CHIP program. He did remind Council that while the tax incentive seems large now, once the houses go back on taxes, the City will greatly benefit.

Kerstetter moved to adjourn the work session, seconded by Gregory. Vote yea: unanimous. Motion carried. Session adjourned at 6:51pm. Mayor Cicirello reminded everyone the regular Council meeting will begin at 7:00pm

Kristi Carrithers, City Clerk

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
Rodney Eggleston, Public Works Director
Lloyd Newman, Public Safety Director
Ryan Shrack, Community Development Director
Neal Owings, Parks and Public Buildings Director
Brent Clark, City Administrator
Barry Smith, Asst. City Administrator
Desirae Womack, City Treasurer
Kristi Carrithers, City Clerk

Press present: The Ark Valley News

APPROVAL OF AGENDA

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

ADMINISTRATION AGENDA –

Gregory moved to approve the minutes of the May 16, 2023, regular City Council meeting as presented, seconded by Wilson. Vote yea: unanimous. Motion carried.

PRESENTATIONS/PROCLAMATIONS – NONE

PUBLIC FORUM –

Jeremy Johnson, 748 N. Wakefield Ave addressed Council regarding easement definitions. He stated that they are not clear, especially in relation to storm drainage. Mayor asked if he has been in contact with city staff. Administrator Clark reported that a meeting is scheduled for later this week.

APPOINTMENTS – NONE

OLD BUSINESS – NONE

NEW BUSINESS-

A. ORDINANCE 1389-23; IDEATEK FRANCHISE AGREEMENT

Community Development Director Ryan Shrack introduced James Krstolich and Thomas Garrett with Ideatek. They reported on the formation of the company and the expansion of fiberoptic lines in Kansas. They highlighted the fact that Ideatek is a local Kansas based company based in Buhler Kansas and they partner with more than 90 Kansas communities. After the presentation council members questioned and discussed cost options, expected timelines and customer acquisition.

Wilson moved to waive the 1st reading of Ordinance 1389-23. Seconded by Gregory. Vote yea: unanimous. Motion carried.

Wilson moved to approve Ordinance 1389-23 granting a contract franchise agreement to Ideatek Telcom LLC to construct, operate and maintain a telecommunications system. Motion seconded by Kerstetter. Vote yea: unanimous. Motion carried.

B. REQUEST TO FORGO THE BIDDING PROCESS AND APPROVE PURCHASE OF WATER SERVICE EQUIPMENT FOR MERIDIAN STREET PROJECT

Public Works Director Eggleston explained that replacement of over 40 water services will be needed on North Meridian during the road replacement. In anticipation of increased lead times to obtain the McDonald meter setters, Eggleston requested council approval to forgo the bidding process and purchase parts for 50 water services. He stated that Winwater is a qualified vendor used in the past for these meters. Kerstetter verified that the quote is comparable to other vendors.

Wilson moved to forgo the bidding process and approve the purchase of 50 water service parts for the Meridian Street project from Winwater Company in the amount of \$41,924.50. Motion seconded by Evans. Vote Yea: unanimous. Motion carried.

C. EXECUTIVE SESSION: DISCUSSION OF NON-ELECTED PERSONNEL

Gregory moved to recess into executive session including mayor and city council to discuss an individual employee's performance pursuant to the non-elected personnel matter exception, K.S.A. 75-4319(b)(1). The open meeting will resume in the City Council Chamber in 10 minutes. Motion seconded by Wilson. Vote yea: unanimous. Motion Carried. Session started at 7:54 pm. Mayor Cicirello called the meeting back to order at 8:04 pm.

Gregory stated no official action was taken during the executive session.

Gregory moved to recess into executive session including mayor, city council and City Administrator Clark to discuss an individual employee's performance pursuant to the non-elected personnel matter exception, K.S.A. 75-4319(b)(1). The open meeting will resume in the City Council Chamber in ten minutes. Motion seconded by Wilson. Vote yea: unanimous. Motion Carried. Session started at 8:05pm Mayor Cicirello called meeting back to order at 8:15 pm.

Gregory stated no official action was taken during the executive session.

Mayor Cicirello made a recommendation regarding City Administrator Clark's employment agreement. The new agreement will extend to 2027, with eight-month severance and COBRA benefits for termination without cause. His recommendation also includes a 12% salary increase. (No salary increase was given in 2022)

Gregory moved to renew the employment agreement with City Administrator Brent Clark with the recommendations stated by Mayor Cicirello. Wilson seconded the motion. Vote Yea: Unanimous. Motion carried.

CONSENT AGENDA

- A. APPROPRIATION ORDINANCE – JUNE 6, 2023
- B. PLANNING AND ZONING BOARD MINUTES – MAY 23, 2023
- C. DELINQUENT ACCOUNT REPORT – MARCH 2023

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

STAFF REPORTS

PUBLIC SAFETY DIRECTOR NEWMAN

Reported that the new CAD system is causing EMS calls for Park City to request Valley Center dispatch. Newman stated they do not respond to those calls unless they are specifically requested. Councilmember Colbert asked if Valley Center has had any issues using the flock cameras. Newman stated that the department hasn't had any issues. Supervisors monitor usage by officers and regarding privacy, there is no expectation of privacy on public streets.

PARKS AND PUBLIC BUILDINGS DIRECTOR OWNINGS

Reported that no leaks have been found at the public safety building following the installation of the new roof.

PUBLIC WORKS DIRECTOR EGGLESTON

Reported back to Councilmember Wilson regarding street repair on Fieldcrest. They are marked for repair and should be completed soon.

Stated that upgrade to stop lights at 5th & Meridian should begin June 19th. He stated that a turning signal on westbound 5th, is out, and it will be replaced at that time.

CITY ADMINISTRATOR CLARK

The Farmer's Market on May 25th was cancelled due to weather, but all events to recognize the Valley Center State Champion softball team and other State track qualifiers will be held at the June 15th Farmers Market.

Thanked the City Council for their confidence in him. He and his family are proud to call Valley Center their home and be involved in the school and community. Looks forward to many years serving the citizens of Valley Center.

GOVERNING BODY REPORTS –

COUNCILMEMBER GREGORY

Thanked the Valley Center Library for an excellent program last Friday. Very well done with 200+ people in attendance.

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

ADJOURN -

The meeting adjourned at 8:27 PM.

Kristi Carrithers, City Clerk

ADMINISTRATION AGENDA
RECOMMENDED ACTION

A. MINUTES:

RECOMMENDED ACTION:

Staff recommends motion to approve the minutes of the June 6, 2023, Regular Council Meeting as presented/ amended.

PRESENTATIONS / PROCLAMATIONS

PUBLIC FORUM

APPOINTMENTS

OLD BUSINESS

NEW BUSINESS

A. RESOLUTION 735-23; NOTTINGHAM DEVELOPMENT AGREEMENT AND IHD AMENDMENT NO.1:

Representatives with Gilmore & Bell will request Council approval for Resolution 735-23. This Resolution authorizes the execution of a development agreement between the City and Nottingham Estates at Hunters Pointe, LLC and authorizes the development agreement amendment No. 1 between the City and IHD Prairie Lakes. This property is located southwest of the intersection of 5th street and Seneca Street.

- Resolution 735-23

Gilmore & Bell, P.C.
05/31/2023

RESOLUTION NO. 735-23

A RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF VALLEY CENTER, KANSAS AND NOTTINGHAM ESTATES AT HUNTERS POINTE LLC; AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT AMENDMENT NO. 1 BETWEEN THE CITY OF VALLEY CENTER, KANSAS AND IHD PRAIRIE LAKES, LLC.

WHEREAS, the City of Valley Center, Kansas (the “City”) is a municipal corporation duly organized and validly existing under the laws of the State of Kansas; and

WHEREAS, the City and IHD Prairie Lakes, LLC, a Kansas limited liability company (“IHD”), entered into that certain Development Agreement, dated as of January 27, 2022 (the “IHD Development Agreement”), relating to construction and financing of a residential and commercial development located southwest of the intersection of 5th Street and Seneca Street within the City; and

WHEREAS, IHD desires to transfer a portion of the obligations and benefits set forth in the IHD Development Agreement to Nottingham Estates at Hunters Pointe, LLC, a Kansas limited liability company (“Nottingham”); and

WHEREAS, a Development Agreement between the City and Nottingham (the “Nottingham Development Agreement”) has been presented to the Governing Body for consideration; and

WHEREAS, a IHD Development Agreement Amendment No. 1 has been presented to the Governing Body for consideration (the “IHD Amendment No. 1”); and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable and in the interest of the public health, safety and welfare, including economic development, of the City, to authorize the execution of the Nottingham Development Agreement and the IHD Amendment No. 1.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF VALLEY CENTER, KANSAS, AS FOLLOWS:

Section 1. Transfer Documents. The Nottingham Development Agreement and the IHD Amendment No. 1 are hereby approved in substantially the forms presented to the Governing Body with such alterations, changes or additions as may be approved by the City Administrator and as to form by the City Attorney. The Mayor or Vice Mayor of the City is hereby authorized and directed to execute the Nottingham Development Agreement and the IHD Amendment No. 1 and such other documents, statements, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution (together with the Nottingham Development Agreement and the IHD Amendment No. 1, collectively, the “Transfer Documents”) in such final form as are approved by the City Administrator and as to form by the City Attorney, and the execution or taking of such actions shall be conclusive evidence of such form, necessity or advisability. The City Clerk or any Deputy City Clerk is hereby authorized to attest to and affix the seal of the City to the Transfer Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 2. Further Authority. The City shall, and the officers, employees and agents of the City, including Gilmore & Bell, P.C., the City's bond counsel, are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments, as may be necessary or desirable to carry out and comply with the intent of this Resolution and to carry out, comply with and perform the duties of the City with respect to the Transfer Documents.

Section 3. Effective Date. This Resolution shall take effect and be in force from and after its adoption by the Governing Body.

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ADOPTED by the City Council of the City of Valley Center, Kansas, on June 20, 2023.

(SEAL)

Mayor

ATTEST:

City Clerk

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NEW BUSINESS
RECOMMENDED ACTION

**A. RESOLUTION 735-23; NOTTINGHAM DEVELOPMENT
AGREEMENT AND IHD AMENDMENT NO.1:**

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends motion to approve Resolution 735-23, authorizing the development agreement with Nottingham Estates at Hunters Pointe, LLC and development agreement amendment No. 1 with IHD Prairie Lakes, LLC.

NEW BUSINESS

B. DEVELOPMENT AGREEMENT AMENDMENT NO. 1 - IHD PRAIRE LAKES:

Following the approval of Resolution 735-23, agreement amendment No. 1 will be considered. The original development agreement was dated January 27, 2022. This amendment transfers a portion of the obligations and benefits set forth in the IHD Development Agreement to Nottingham Estates at Hunters Pointe, LLC,

- Development Agreement Amendment No. 1

DEVELOPMENT AGREEMENT AMENDMENT NO. 1

THIS DEVELOPMENT AGREEMENT AMENDMENT NO. 1 (this “**Amendment**”), is made and entered into as of June 20, 2023 (the “**Dated Date**”), by and between the **CITY OF VALLEY CENTER, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”), and **IHD PRAIRIE LAKES, LLC**, a Kansas limited liability company (the “**IHD**”) (IHD and the City are collectively referred to as the “**Parties**” and each a “**Party**”).

RECITALS

A. The City and IHD have entered into that certain Development Agreement, dated as of January 27, 2022 (the “IHD Development Agreement”) relating to construction and financing of a residential and commercial development located southwest of the intersection of 5th Street and Seneca Street within the City.

B. IHD desires to transfer a portion of the obligations and benefits set forth in the IHD Development Agreement to Nottingham Estates at Hunters Pointe, LLC, a Kansas limited liability company (“Nottingham”).

C. The City has approved a Development Agreement between the City and Nottingham (the “Nottingham Development Agreement”) which grants rights and imposes obligations upon Nottingham that were previously included within the IHD Development Agreement.

D. Upon the effectiveness of the Nottingham Development Agreement and compliance with its terms by Nottingham, the City is willing to release IHD from certain obligations contained within the IHD Development Agreement.

E. Capitalized terms used but not defined in this Amendment will have the meaning set forth in the IHD Development Agreement.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained and in the IHD Development Agreement, the Parties agree as follows:

1. **Amendment to Section 1.01 (Developer Project).** The number “284” in the definition of “Developer Project” within the **Section 1.01** of the IHD Development Agreement is hereby changed to “146”.

2. **Amendment to Section 1.01 (Developer TIF Shortfall Letter of Credit).** The following definition is inserted into **Section 1.01** of the IHD Development Agreement following “**Developer Project Budget**” and prior to “**Effective Date**”:

““**Developer TIF Shortfall Letter of Credit**” means the letter of credit furnished by the Developer in favor of the City as security for payment of the debt service related to (i) the cost of the Regional Detention Basin; and (ii) the cost of acquisition of the City Park and Reserve Property, as more particularly described in **Section 6.05** hereof.”

3. **Amendment to Section 6.05.** **Section 6.05** of the IHD Development Agreement is hereby replaced in its entirety to read as follows:

Section 6.05. TIF Shortfall Letters of Credit.

(a) **TIF Shortfall Letters of Credit.** The Parties acknowledge and agree, as security for payment of the debt service related to (a) TIF Bonds issued to finance the costs of the Regional Detention Basin and (b) TIF Bonds issued to finance the acquisition of the City Park and Reserve Property, Developer, one or more of Developer's Affiliate Entity, and/or one or more assignees of Developer has or will, as applicable, furnish to the City one or more letters of credit in an aggregate amount of \$745,000 issued by bank(s) reasonably acceptable to the City (each a "**TIF Shortfall Letter of Credit**" and, collectively, "**TIF Shortfall Letters of Credit**"). The City will draw upon each TIF Shortfall Letter of Credit on a proportionate basis based upon the amount each such TIF Shortfall Letter of Credit bears to the aggregate amount of TIF Shortfall Letters of Credit in the event, and to the extent that, Tax Increment Funds generated by the TIF District are insufficient to pay debt service on TIF Bonds issued to (y) finance the construction of the Regional Detention Basin and (z) finance the acquisition of the City Park and Reserve Property.

(b) **Developer TIF Shortfall Letter of Credit.** Developer will furnish to the City a TIF Shortfall Letter of Credit (the "**Developer TIF Shortfall Letter of Credit**") issued by a bank reasonably acceptable to the City. The Developer TIF Shortfall Letter of Credit will initially be in the amount of \$745,000 but will be reduced by an amount equal to a TIF Shortfall Letter of Credit furnished to the City by one (1) or more approved assignees. The Developer TIF Shortfall Letter of Credit will be further reduced by 25% for each \$1,000,000 of assessed valuation created in the District above the Base Year valuation, as reflect on the records of the Sedgwick County Appraiser. The Developer will renew the Developer TIF Shortfall Letter of Credit until the required amount is reduced to \$0 pursuant to the terms of this Section 6.05.

4. **Amendment to Exhibit A.** *Exhibit A* to the IHD Development Agreement is hereby deleted and replaced in its entirety with the *Exhibit A* attached to this Amendment and incorporated herein by reference.

5. **Amendment to Exhibit D.** *Exhibit D* to the IHD Development Agreement is hereby amended to note that the totals contained within the Estimated Total Project Costs column of the Developer Project Category are inclusive of the costs of the project to be performed pursuant to the Nottingham Development Agreement.

6. **Amendment to Exhibit E.** The number "284" in Section 1 of *Exhibit E* to the IHD Development Agreement is hereby changed to "146".

7. **Incorporation by Reference.** The terms and provisions of the IHD Development Agreement not otherwise amended herein are incorporated herein by reference and are hereby ratified and confirmed.

8. **Conditions to Amendment Effectiveness.** This Amendment will not become effective until the City has received:

(a) A fully executed and effective copy of the Nottingham Development Agreement; and

(b) The Developer TIF Shortfall Letter of Credit required to be provided by Nottingham pursuant to the terms of the Nottingham Development Agreement in the amount of \$248,333.

9. **Term.** The term of this Amendment shall be conterminous with the term of the IHD Development Agreement.

10. **Applicable Law.** This Amendment is governed by the laws of the State of Kansas.

11. **Counterparts.** This Amendment may be executed in counterparts. Hand signatures transmitted in PDF or similar format are also permitted as binding signatures to this Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement Amendment No. 1 as of the day and year first above written.

IHD PRAIRIE LAKES, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on _____, 2023, by _____, as _____ of IHD Prairie Lakes, LLC, a Kansas limited liability company, on behalf of said limited liability company.

(SEAL)

Notary Public

My Appointment Expires: Typed or Printed Name of Notary Public

CITY OF VALLEY CENTER, KANSAS

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on _____, 2023, by Lou Cicirello, Mayor, and Kristi Carrithers, Clerk, of the City of Valley Center, Kansas, a Kansas municipal corporation.

(SEAL)

Notary Public

My Appointment Expires:

Typed or Printed Name of Notary Public

EXHIBIT A**LEGAL DESCRIPTION OF PROPERTY**

Real property within the City of Valley Center, Sedgwick County, Kansas, described as follows:

Beginning at the intersection of the south right-of-way line of 85th Street north and the east right-of-way line of Seneca Street;

Thence south along the east right-of-way line of Seneca Street to a point of intersection with the south line extended of a tract of land described as the south 330 feet of the east 660 feet of the north $\frac{1}{2}$ of the east $\frac{1}{2}$ of the southeast $\frac{1}{4}$ of Section 31, Township 25 South, Range 1 East of the 6th P.M.;

Thence west along said south line extended to a point of intersection with the west right-of-way line of Seneca Street;

The continuing west along said south line of the south 330 feet of the east 660 feet of the north $\frac{1}{2}$ of the east $\frac{1}{2}$ of the southeast $\frac{1}{4}$ of Section 31, Township 25 South, Range 1 East of the 6th P.M. to a point of intersection with a southeast corner of Prairie Lakes, an Addition to Valley Center, Sedgwick County, Kansas, said southeast corner also being the southeast corner of Lot 40, Block B in said Prairie Lakes;

Thence west along the south line of said Prairie Lakes to a corner of said Prairie Lakes, said corner also being the southerly most southwest corner of Lot 34, Block B in said Prairie Lakes;

Thence northwesterly to the westerly most corner of Lot 31, Block B in said Prairie Lakes, said corner also being the northerly most corner of Lot 30, Block B and on the south right-of-way line Appleton Street as platted in said Prairie Lakes;

Thence west along a curve to the right along the south right-of-way of said Appleton Street to a point of intersection with the east right-of-way line of Eastridge Street as platted in said Prairie Lakes;

Thence northerly on a radial line to the curve of Appleton Street as platted in said Prairie Lakes to a point of intersection with the north right-of-way line of said Appleton Street;

Thence west along the north right-of-way line of said Appleton Street to a point of intersection with the west right-of-way of Gatewood Street as platted in said Prairie Lakes;

Thence north along the west right-of-way line of said Gatewood Street to a point of intersection with the southeast corner of Lot 17, Block D in said Prairie Lakes;

Thence west along the south line of said Lot 17, Block D to the southwest corner of said Lot 17; Thence north to the westerly most northwest corner of Lot 22, Block D in said Prairie Lakes; Thence northeasterly to the northerly most northwest corner of Lot 25, Block D;

Thence east along the north line of said Lot 25, Block D to a point of intersection with the west right-of-way line of aforesaid Gatewood Street;

Thence north along said west right-of-way line of said Gatewood Street to a point of intersection with the south right-of-way line of said Northridge Street as platted in said Prairie Lakes;

Thence west along the south line of said Northridge Street to a point of intersection with the west line of Lot 43, Block A in said Prairie Lakes, extended;

Thence north along the extended west line of said Lot 43, Block A to the southwest corner of said Lot 43, Block A;

Thence north along the west line of said Lot 43, Block A to the northwest corner of said Lot 43, Block A, said northwest corner also lying on the north line of said Prairie Lakes;

Thence west along the north line of said Prairie Lakes to a corner and a point of deflection, said corner and point of deflection being on the east right-of-way line the Sedgwick County Flood Control as recorded at Deed Book 1280, Page 329 with the Sedgwick County Register of Deeds;

Thence south along the west line of said Prairie Lakes to a point of intersection with the north right-of-way line of 77th Street North;

Thence west along the north right-of-way line to a point of intersection with the east line of the southwest $\frac{1}{4}$ of Section 31, Township 25 South, Range 1 East of the 6th P.M.;

Thence north along said east line of the southwest $\frac{1}{4}$ of said Section 31 to the northeast corner of said southwest $\frac{1}{4}$ of said Section 31, said northeast corner also being the southwest corner of the northeast $\frac{1}{4}$ of said Section 31;

Thence north along said east line of the northwest $\frac{1}{4}$ of said Section 31 to the northeast corner of said Section 31, said northeast corner also being the southeast corner of the southwest $\frac{1}{4}$ of Section 30, Township 25 South, Range 1 East of the 6th P.M.;

Thence north along the east line of said southwest $\frac{1}{4}$ of said Section 30 to a point of intersection with the north right-of-way line of 85th Street North;

Thence east along the north right-of-way line of said 85th Street North to a point of intersection with the west right-of-way line of Seneca Street;

Thence continuing easterly along said north right-of-way line of said 85th Street to the intersection with the east right-of-way line of Seneca Street;

Thence south along the east right-of-way line of Seneca Street to the point of beginning;

LESS AND EXCEPT

Lots 43 through 102, inclusive, in Block A; Lots 31 through 64, inclusive, in Block B; Lots 17 through 25, inclusive, in Block D; and Lots 1 through 39, inclusive, in Block E, all within Prairie Lakes an Addition to Valley Center, Sedgwick County, Kansas.

NEW BUSINESS
RECOMMENDED ACTION

B. DEVELOPMENT AGREEMENT AMENDMENT NO. 1 - IHD PRAIRE LAKES:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends motion to approve development agreement amendment No. 1 between The City of Valley Center and IHD Prairie Lakes, LLC and authorize Mayor to sign.

NEW BUSINESS

C. DEVELOPMENT AGREEMENT WITH NOTTINGHAM ESTATES AT HUNTERS POINTE, LLC:

IHD Developer desires to assign the developer rights (“Prairie Lakes Development Rights”) for a portion of the Property commonly known as the Prairie Lakes Project to Nottingham Developer. Nottingham Developer intends to acquire and develop the Prairie Lakes Property into a residential development.

- Development Agreement

DEVELOPMENT AGREEMENT

between the

CITY OF VALLEY CENTER, KANSAS,

and

**NOTTINGHAM ESTATES
AT HUNTERS POINTE LLC**

Dated as of June 20, 2023

Relating to the Redevelopment of the Prairie Lakes Redevelopment District

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into as of June 20, 2023 (the “**Effective Date**”), by and between the **CITY OF VALLEY CENTER, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”) and **NOTTINGHAM ESTATES AT HUNTERS POINTE, LLC**, a Kansas limited liability company (the “**Nottingham Developer**”) (the Nottingham Developer and the City are collectively referred to as the “**Parties**” and each a “**Party**”).

RECITALS

WHEREAS, the City and IHD Prairie Lakes, LLC, a Kansas limited liability company (“**IHD Developer**”), made and entered into that certain Development Agreement, dated as of January 27, 2022 (“**IHD Development Agreement**”), pursuant to which IHD Developer was granted developer rights to the property as defined in the IHD Development Agreement and more particularly described in **Exhibit A** attached hereto (“**Property**”);

WHEREAS, IHD Developer desires to assign the developer rights (“**Prairie Lakes Development Rights**”) for a portion of the Property commonly known as the Prairie Lakes Project and more particularly described in **Exhibit B** attached hereto (“**Prairie Lakes Property**”) to Nottingham Developer;

WHEREAS, the Nottingham Developer intends to acquire and develop the Prairie Lakes Property into a residential development as more particularly set forth in this Agreement, including:

- ✓ construction of approximately 142 single family homes on the Prairie Lakes Property;
- ✓ construction of all infrastructure necessary to support the development;
- ✓ compliance with the Project Milestones, including the following:
 - close on the purchase of the Prairie Lakes Property no later than 90 days after the Effective Date;
 - substantial project completion within 10 years after the Effective Date.

WHEREAS, so long as the Nottingham Developer remains in full compliance with this Agreement, the City agrees to (i) permit IHD Developer to assign to Nottingham Developer the Prairie Lakes Development Rights on the terms and conditions set forth in this Agreement; and (ii) permit the Developer Project (as defined herein) to participate in certain City programs as more particularly set forth in this Agreement, including the financing of certain improvements to the Prairie Lakes Property payable by benefit district special assessments levied upon portions of the Prairie Lakes Property;

WHEREAS, in addition, if sufficient tax increment funds are generated, the City will construct Seneca Street Improvements;

WHEREAS, the purpose and intent of the agreements of the Parties set forth in this Agreement is to provide for substantial and long-lasting improvement of the character of the Prairie Lakes Property that will contribute to the revitalization, growth and economic development of the City.

WHEREAS, the Parties now desire to enter into this Agreement to formalize the construction and financing of the improvements to the Prairie Lakes Property for the purposes described herein.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Definitions of Words and Terms. Capitalized words used in this Agreement have the meanings set forth in the Recitals to this Agreement or they have the following meanings:

“**Action**” means any suit, action, investigation, claim or proceeding.

“**Base Year**” means the 2021 calendar year.

“**Benefit District Act**” means K.S.A. 12-6a01 *et seq.*, as amended.

“**Certificate of Substantial Completion**” means a certificate in substantially the form attached as **Exhibit E** hereto furnished by the Nottingham Developer and approved by the City pursuant to this Agreement upon completion of the Developer Project.

“**City**” means the City of Valley Center, Kansas.

“**City Administrator**” means the City Administrator of the City, or in the absence of the City Administrator any duly appointed Deputy, Assistant or Acting City Administrator.

“**City Attorney**” means the City Attorney of the City, or in the absence of the City Attorney any duly appointed Deputy, Assistant or Acting City Attorney.

“**City Building Code**” means the City of Valley Center, Kansas Building Code, or any successor thereto in effect in the City during construction of the Developer Project.

“**City Engineer**” means the City Engineer of the City, or in the absence of the City Engineer any duly appointed Deputy, Assistant or Acting City Engineer.

“**City Improvements**” means the design, engineering, constructing, reconstructing, furnishing, equipping, and/or coordination of (i) the Regional Detention Basin; (ii) the Seneca Street Improvements; (iii) the Evergy Improvements; and (iv) improvements to the City Park and Reserve Property.

“**City Indemnified Parties**” means City’s Governing Body members, employees, agents and independent contractors and consultants.

“**City Park Property**” means the property identified as park property on the Site Plan attached as **Exhibit C**.

“**City Park and Reserve Property**” means collectively the City Park Property and the City Reserve Property.

“**City Representative**” means the City Administrator or his or her designee as evidenced by a written certificate furnished to the Nottingham Developer containing the specimen signature of such person or persons and signed by the City Administrator.

“**City Reserve Property**” means the property identified as reserve property on the Site Plan attached as **Exhibit C**.

“Claimant” shall mean any Party claiming a default in accordance with **Article VIII** of this Agreement.

“Construction Permits” means all governmental permits and licenses required by applicable law to construct the Developer Project.

“Construction Plans” means the plans, drawings, specifications and related documents, and construction schedules for the construction of the Developer Project, together with all supplements, amendments or corrections approved by the City.

“Nottingham Developer” means, as of the Effective Date, Nottingham Estates at Hunters Pointe, LLC.

“Developer Project” means the design, engineering, constructing, reconstructing, furnishing, and equipping of (i) approximately 142 single family homes, and (ii) related sanitary sewer, stormwater, and water infrastructure and related improvements to the Prairie Lakes Property.

“Developer TIF Shortfall Letter of Credit” means the letter of credit issued by Nottingham Developer in favor of the City as security for payment of the debt service related to (i) the cost of the Regional Detention Basin and (ii) the cost of acquisition of the City Park and Reserve Property, as more particularly described in **Section 6.05** hereof.

“Effective Date” means the date set forth in the preamble to this Agreement.

“Event of Default” shall have the meaning set forth in **Article VIII** of this Agreement.

“Evergy Improvements” means the installation by Evergy of transmission facilities along West 85th Street North within or adjacent to the TIF District.

“Excess TIF Funds” means Tax Increment Funds held by the City in excess of the amount needed to satisfy the TIF Bonds payment obligations for the then current calendar year.

“Excusable Delays” means any delay beyond the reasonable control of the Party affected, caused by damage or destruction by fire or other casualty, earthquake, power failure, strike, shortage of materials, unavailability of labor, delays in construction of nearby public streets, roads, right-of-way, interstate or highway, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, and any other events or conditions, which shall include but not be limited to any action or inaction of any Party to this Agreement or other governmental body (including any designees of the foregoing) and any litigation interfering with or delaying the construction of all or any portion of the Developer Project in accordance with this Agreement, which in fact prevents the Party so affected from discharging its respective obligations hereunder.

“Governing Body” means the Mayor and City Council of the City.

“General Contractor” means the general contractor(s) for the Developer Project to be selected by the Nottingham Developer.

“Governmental Approvals” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals required for the implementation of the Developer Project.

“Prairie Lakes Property” means the real property described on ***Exhibit B*** hereto.

“Principals” means Brock A. Beran, Eric Gilbert and any other entities or persons having an ownership or equity position in the Nottingham Developer.

“Project Approvals” means all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to operate and maintain the Developer Project.

“Project Milestones” means the performance of the Developer Project described on ***Exhibit D*** hereto in accordance with the provisions of ***Section 3.04*** hereof.

“Property” means the real property described on ***Exhibit A*** hereto.

“Regional Detention Basin” means an approximately 52 acre regional detention basin to be constructed within the TIF District in accordance with the IHD Development Agreement.

“Regional Detention Basin Petition” means the petition submitted by IHD Developer requesting the establishment of a benefit district in order to finance the costs of the Regional Detention Basin pursuant to the Benefit District Act.

“Seneca Street Improvements” means widening or other improvements to Seneca Street between Ford Street and 5th Street, if any.

“State” means the State of Kansas.

“Substantial Completion” has the meaning set forth in ***Section 3.08***

“Tax Increment” means the difference between the amount of real property taxes collected within the TIF District and the Base Year property taxes specified for the TIF District in this Agreement, pursuant to the TIF Act.

“Tax Increment Funds” means 100% of the funds actually paid to the City by the Sedgwick County Treasurer as incremental property taxes collected for the TIF District, pursuant to the TIF Act.

“Term” means the term of this Agreement commencing on the Effective Date and, unless terminated earlier as provided in this Agreement, expiring upon the Substantial Completion of the Developer Project.

“TIF Act” means K.S.A. 1770 *et seq.*, as amended and supplemented.

“TIF Bonds” means full faith and credit tax increment financing bonds to pay TIF Eligible Costs as set forth in ***Section 6.02***.

“TIF District” means the “Prairie Lakes Redevelopment District,” a tax increment financing district created by the City pursuant to the TIF Ordinance in accordance with the TIF Act, which specifically includes the Project.

“TIF Eligible Costs” means all TIF District project costs which are eligible for payment from TIF Bonds proceeds or reimbursement from Excess TIF Funds under the TIF Act and including but not limited to costs of the City Improvements.

“TIF Ordinance” means Ordinance No. 1357-21, passed by the Governing Body of the City creating the TIF District.

“TIF Project Plan” means a redevelopment project plan adopted in accordance with the provisions of the TIF Act.

“TIF Shortfall Letters of Credit” means the letters of credit issued in favor of the City as security for payment of the debt service related to (i) the cost of the Regional Detention Basin and (ii) the cost of acquisition of the City Park and Reserve Property, as more particularly described in **Section 6.05** hereof.

Section 1.02. Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

- (a) The terms defined in this Article include the plural as well as the singular.
- (b) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.
- (c) All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- (d) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- (e) The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.
- (f) The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations of the City. The City makes the following representations and warranties, which are true and correct on the date hereof, to the best of the City’s knowledge:

- (a) **Due Authority.** The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal valid and binding obligation of the City, enforceable in accordance with its terms.
- (b) **No Defaults or Violation of Law.** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and

conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(c) ***No Litigation.*** There is no litigation, proceeding or investigation pending or, to the knowledge of the City, threatened against the City with respect to this Agreement. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of the terms and provisions of this Agreement.

(d) ***Governmental or Corporate Consents.*** No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement.

(e) ***No Default.*** No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

Section 2.02. Representations of the Nottingham Developer. The Nottingham Developer makes the following representations and warranties, which are true and correct on the date hereof, to the best of the Nottingham Developer's knowledge:

(a) ***Due Authority.*** The Nottingham Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Nottingham Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Nottingham Developer, enforceable in accordance with its terms.

(b) ***No Defaults or Violation of Law.*** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(c) ***No Litigation.*** No litigation, proceeding or investigation is pending or, to the knowledge of the Nottingham Developer, threatened against the Developer Project, the Nottingham Developer or any officer, director, member or shareholder of the Nottingham Developer. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the Nottingham Developer, threatened against the Nottingham Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Nottingham Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Nottingham Developer, of the terms and provisions of this Agreement.

(d) ***No Material Change.*** (i) The Nottingham Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Agreement and (ii) there has been no material adverse change in the business, financial position, prospects or results of operations of the

Nottingham Developer, which could affect the Nottingham Developer's ability to perform its obligations pursuant to this Agreement from that shown in the financial information provided by the Nottingham Developer to the City prior to the execution of this Agreement.

(e) ***Governmental or Corporate Consents.*** No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Nottingham Developer of this Agreement.

(f) ***No Default.*** No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Nottingham Developer under this Agreement, or any other material agreement or material instrument to which the Nottingham Developer is a party or by which the Nottingham Developer is or may be bound.

(g) ***Approvals.*** The Nottingham Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate its properties as now owned or leased by it. The Nottingham Developer has obtained, or reasonably believes it will obtain in due course, all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire, construct, equip, operate and maintain the Developer Project; or reasonably believes that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will be obtained in due course.

(h) ***Construction Permits.*** All governmental permits and licenses required by applicable law to construct, occupy and operate the Developer Project have been issued and are in full force and effect or, if the present stage of development does not allow such issuance, the Nottingham Developer reasonably believes, after due inquiry of the appropriate governmental officials, that such permits and licenses will be issued in a timely manner in order to permit the Developer Project to be constructed.

(i) ***Compliance with Laws.*** The Nottingham Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

(j) ***Other Disclosures.*** The information furnished to the City by the Nottingham Developer in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

(k) ***Contractors.*** All contracts with contractors shall warrant that the work performed or material supplied by that contractor to the Developer Project will be free from any defects in materials and workmanship for a period of at least one (1) year from the date of completion, and that such warranty does not restrict or otherwise limit that contractor's obligation to construct the Developer Project in a workmanlike manner and in accordance with the Construction Plans and this Agreement as it pertains to that contractor's work.

Section 2.03. Conditions to the Effectiveness of this Agreement. Contemporaneously with the execution of this Agreement (unless otherwise noted), and as a precondition to the effectiveness of this Agreement, to the extent they have not already done so, the Nottingham Developer will submit the following documents to the City:

- (a) a copy of the Nottingham Developer's Articles of Organization and a good standing certificate dated within one week of the date of this Agreement, each certified by the Secretary of State of the State of Kansas;
- (b) a certified copy of the Operating Agreement of the Nottingham Developer;
- (c) a list of each member of the Nottingham Developer and the associated percentage ownership, and if such member is not an individual, the individual owners and percentage ownership of such member; and
- (d) a legal opinion from counsel to the Nottingham Developer in form and substance acceptable to the City covering: (i) the due organization of the Nottingham Developer and the power and authority of the Nottingham Developer to execute this Agreement, and (ii) the enforceability of this Agreement against the Nottingham Developer.

Section 2.04. Maintenance of Existence. During the term of this Agreement, the Nottingham Developer will maintain its legal existence, will continue to be in good standing under the laws of its state of organization, will continue to be qualified to do business in the State of Kansas, and, except as permitted by **Section 9.02** hereof, will not dissolve consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it.

ARTICLE III

DEVELOPMENT OF THE PROJECT

Section 3.01. Cost of the Developer Project. The Nottingham Developer shall be solely responsible for and will pay the costs of the Developer Project, subject to any improvements financed in accordance with the City's Benefit District Act policy and program.

Section 3.02. Design of the Developer Project. The Nottingham Developer has designed the Developer Project in accordance with all applicable building codes, laws, and regulations (including the Americans With Disabilities Act, the Kansas Act Against Discrimination, and all environmental laws).

Section 3.03. Construction of the Developer Project. The Nottingham Developer will cause the Developer Project to be engineered and constructed in accordance with the TIF Ordinance, this Agreement and the Construction Plans. The Nottingham Developer will obtain all Governmental Approvals for the Developer Project and the Developer Project will conform to all approved plans for such improvements as provided in this Agreement, applicable building codes, City ordinances, and all other applicable rules and regulations.

Section 3.04. Project Milestones. Subject to Excusable Delays and the terms and provisions of this Agreement, the Nottingham Developer agrees to meet the Project Milestones not later than the times set forth in **Exhibit D**. Upon reasonable advance notice, the Nottingham Developer will meet with the City to review and discuss the design and construction of the Developer Project in order to enable the City to monitor the status of construction and to determine that the Developer Project is being performed and completed in accordance with this Agreement.

Section 3.05. Construction Plans. The Nottingham Developer will submit Construction Plans for the Developer Project for review and approval pursuant to the City Building Code and all other applicable review processes. The Construction Plans will be in sufficient completeness and detail to show that construction will be in conformance with this Agreement. The Nottingham Developer agrees that all construction, improvement, furnishing, equipping, and installation work on the Developer Project will be done in accordance with the Construction Plans and this Agreement. The Nottingham Developer will furnish to the City the number of copies of the Construction Plans as required by the City.

Section 3.06. Construction Permits and Approvals. Before commencement of construction or development of any buildings, structures or other work or improvements, the Nottingham Developer shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. Such permits and approvals may be obtained by Nottingham Developer in phases corresponding to particular stages of construction. The City shall cooperate with and provide all usual assistance to the Nottingham Developer in securing these permits and approvals, and shall diligently process, review and consider all such permits and approvals as may be required by law; except provided that the City shall not be required to issue any such permits or approval for any portion of the Developer Project not in conformance with this Agreement.

Section 3.07. No Waiver. Nothing in this Agreement shall constitute a waiver of the City's right to consider and approve or deny Governmental Approvals pursuant to the City's regulatory authority as provided by City Building Code and applicable State law. The Nottingham Developer acknowledges that satisfaction of certain conditions contained in this Agreement require the reasonable exercise of the City's discretionary zoning authority by the City's Planning Commission and Governing Body in accordance with the City's Zoning Ordinance, the City Building Code and applicable State law.

Section 3.08. Certificate of Substantial Completion. Promptly after completion of the Developer Project in accordance with the provisions of this Agreement, the Nottingham Developer will submit a Certificate of Substantial Completion to the City. "Substantial Completion" means that the Nottingham Developer or its successor or assigns have been granted a Temporary Certificate of Occupancy by the City for each structure built on the Prairie Lakes Property and have completed all work as required by the Construction Plans with respect to the Developer Project. The Certificate of Substantial Completion will be in substantially the form attached as ***Exhibit E***. The City will, within thirty (30) days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be deemed accepted by the City unless, prior to the end of such 30-day period after delivery, the City furnishes the Nottingham Developer with specific written objections, describing such objections and the measures required to correct such objections in reasonable detail. The City's execution of the Certificate of Substantial Completion will constitute evidence of the satisfaction of the Nottingham Developer's agreements and covenants to construct the Developer Project.

Section 3.09. Covenant for Non-Discrimination. The Nottingham Developer covenants by and for itself and any successors in interest that there will be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, disability, national origin or ancestry in the construction, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Developer Project, nor will the Nottingham Developer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Developer Project.

The covenant established in this **Section 3.09** will, without regard to technical classification and designation, be binding for the benefit and in favor of the City, its successors and assigns and any successor in interest to the Developer Project or any part thereof. The covenants contained in this **Section 3.09** will remain for so long as this Agreement is in effect.

Section 3.10. Operation of Developer Project. The Developer Project shall comply with all applicable building and zoning, health, environmental and safety codes and laws and all other applicable laws, rules and regulations. The Nottingham Developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction for the construction and operation of the Developer Project, including but not limited to obtaining all necessary rental licenses and paying any necessary fees to obtain required permits and licenses. Until such time as construction is commenced for each phase of development, the Nottingham Developer shall maintain the Prairie Lakes Property in a good and safe condition, including the boarding of vacant buildings and regular maintenance and removal of vegetation.

Section 3.11. Land Use Restrictions. The Nottingham Developer agrees that the Prairie Lakes Property will be utilized only as permitted by City Zoning Code.

Section 3.12. Payment of Taxes. The Nottingham Developer represents and warrant to the City that they will pay or cause to be paid, at the times prescribed by State law, all ad valorem property taxes properly levied against (i) all Nottingham Developer owned portions of the Developer Project and Prairie Lakes Property; and (ii) any City owned portion of the Developer Project or Prairie Lakes Property due to use by the Nottingham Developer or the Developer Project.

ARTICLE IV

CITY IMPROVEMENTS

Section 4.01. Seneca Street Improvements. The City will use commercially reasonable efforts to identify funds to construct the Seneca Street Improvements, which may include the utilization of Excess TIF Funds. The design of the Seneca Street Improvements will be at the sole discretion of the City. Nottingham Developer acknowledges that the construction of all or any portion of the Seneca Street Improvements is contingent upon the availability of sufficient funds and the City is under no obligation to complete all or any portion of the Seneca Street Improvements. The City, in its sole discretion, may finance the costs of any Seneca Street Improvements with TIF Bonds or on a pay-as-you-go basis as Excess TIF Funds are accumulated or from any other funding source or any combination of sources. The City acknowledges and agrees that the Nottingham Developer will have no obligation to improve, increase, or maintain the Seneca waterway opening to control flooding.

Section 4.02. Stormwater Management Regulations. The City will develop stormwater management regulations for the Trailsview Slough basin designed to increase the amount of stormwater detention for new development up-gradient of the Regional Detention Basin.

Section 4.03. City Park and Reserve Property Improvements. The City is developing park and recreational facilities on a portion of the Property. The City, in its sole discretion, may finance the costs of the purchase of the City Park and Reserve Property and any eligible associated improvement with TIF Bond proceeds or on a pay-as-you-go basis as Excess TIF Funds are accumulated or from any other funding source or any combination of sources.

ARTICLE V CITY

PROGRAMS

Section 5.01. TIF. The City approved the creation of the TIF District through the adoption of the TIF Ordinance. The TIF Ordinance approved certain improvements within the TIF District to be financed (i) from the proceeds of full faith and credit tax increment bonds of the City or (ii) with pay-as- you-go financing payable from Tax Increment Funds generated by the TIF District.

Section 5.02. Benefit Districts and Benefit District Letters of Credit. The Nottingham Developer may submit one or more petitions requesting the creation of improvement districts upon the Prairie Lakes Property pursuant to the Benefit District Act to impose special assessments upon the Prairie Lakes Property which will be dedicated to finance the costs of certain public infrastructure improvements pursuant to the City's Benefit District Act policy and program. The letters of credit required to be furnished to the City from the Nottingham Developer pursuant to the City's Benefit District Act policy and program (the "**Benefit District Letters of Credit**") will be in addition to the Developer TIF Shortfall Letter of Credit; however, the Benefit District Letters of Credit will be released upon completion of thirty-five percent (35%) of the residential units in the applicable phase of development.

Section 5.03. New Homeowner Program. Because of the use of tax increment financing, residential houses in the District will not be eligible for the current City new home property tax rebate program. However, new homes constructed in the District will be eligible for an alternative program by application to the City. The alternative program will include the following features:

- (a) Eligibility for the alternative program will be limited to residential owner- occupants of new houses constructed in the District;
- (b) Eligibility for a property will begin with the first residential owner-occupant and will end after 3 years;
- (c) Property owners will pay all annual special assessments levied against the property and will become eligible to receive an annual grant from the City in an amount equal to the lesser of (i) \$1,200 or (ii) the total amount of special assessments paid, other than special assessments levied for Regional Detention Basin work (if any).

ARTICLE VI TIF

FINANCING

Section 6.01. TIF Fund. The City shall establish a TIF Fund as provided by K.S.A. 12-1775 to deposit Tax Increment Funds generated by the TIF District. Pursuant to the TIF Ordinance and this Agreement, as Tax Increment Funds are generated over the life of the TIF District, the City will (i) first make payments on any issued and outstanding TIF Bonds; and (ii) if sufficient Tax Increment Funds remain or are accumulated, to construct the City Improvements pursuant to **Article IV**.

Section 6.02. TIF Bonds. The City has issued full faith and credit tax increment financing bonds to pay TIF Eligible Costs up to a maximum of \$11,200,000 (the "**TIF Bonds**"), to be utilized by the City, in its sole discretion, to finance all or any portion of the City Improvements.

Section 6.03. Pay-as-you-go Financing of Additional TIF Eligible Costs. The City may utilize Excess TIF Funds, if sufficient, to construct or finance the construction of the City Improvements pursuant to **Article IV**. The Nottingham Developer will not be eligible to receive any portion of TIF Bond proceeds or Excess TIF Funds.

Section 6.04. TIF Shortfall Letters of Credit.

(a) TIF Shortfall Letters of Credit. The Parties acknowledge and agree, as security for payment of the debt service related to (a) TIF Bonds issued to finance the costs of the Regional Detention Basin and (b) TIF Bonds issued to finance the acquisition of the City Park and Reserve Property, Nottingham Developer, IHD Developer, one or more of an IHD Developer's Affiliate Entity (as defined in the IHD Development Agreement), and/or one or more assignees of IHD Developer has or shall, as applicable, furnish to the City the TIF one or more shortfall letters of credit in an aggregate amount of \$745,000 issued by bank(s) reasonably acceptable to the City (each a "**TIF Shortfall Letter of Credit**" and, collectively, "**TIF Shortfall Letters of Credit**"). The City will draw upon each TIF Shortfall Letter of Credit on a proportionate basis based upon the amount each such TIF Shortfall Letter of Credit bears to the aggregate amount of TIF Shortfall Letters of Credit in the event, and to the extent that, Tax Increment Funds generated by the TIF District are insufficient to pay debt service on TIF Bonds issued to (y) finance the construction of the Regional Detention Basin and (z) finance the acquisition of the City Park and Reserve Property.

(b) Developer TIF Shortfall Letter of Credit. Nottingham Developer will furnish to the City a TIF Shortfall Letter of Credit (the "**Developer Shortfall Letter of Credit**") issued by a bank reasonably acceptable to the City. The TIF Shortfall Letter of Credit will initially be in the amount of \$248,333 and will be reduced by 25% for each \$1,000,000 of assessed valuation created in the District above the Base Year valuation, as reflect on the records of the Sedgwick County Appraiser. The Nottingham Developer will renew the TIF Shortfall Letter of Credit until the required amount is reduced to \$0 pursuant to the terms of this **Section 6.04**.

Section 6.05. Regional Detention Basin Benefit District Petition. The Nottingham Developer acknowledges and agrees that a petition has been submitted requesting the creation of a benefit district upon certain property, including the Prairie Lakes Property, pursuant to the Benefit District Act which imposes special assessments upon the Prairie Lakes Property and which will be dedicated to financing the costs of the Regional Detention Basin. If requested by the City, Nottingham Developer agrees to execute any additional petition or other documents related to the creation of the benefit district or imposition of special assessments. However, the City will not proceed with benefit district assessments or financing for the Regional Detention Basin unless (a) the District fails to generate sufficient Tax Increment to satisfy the (i) debt service requirements related to TIF Bonds issued to finance the costs of the Regional Detention Basin plus (ii) debt service related to TIF Bonds issued to finance the costs of the City Park and Reserve Property; and (b) the amount of the deficiency is greater than the amount the City is able to draw from the TIF Shortfall Letters of Credit.

Section 6.06. Tax Valuation Contest Restrictions. The Nottingham Developer shall not contest or protest the amount of the ad valorem taxes or the tax valuation regarding the Developer Project so long as the TIF Bonds remain outstanding, unless the assessed valuation for a parcel of property as shown on the tax statement for the applicable year exceeds the assessed valuation of that parcel as shown on the tax statement for the first year after the completion of improvements constructed on that parcel (the "**Initial Valuation**"). If Nottingham Developer, assignee, or purchaser have the right to contest or protest the ad valorem taxes for any calendar year pursuant to the foregoing, such contest or protest shall not in any event reduce the ad valorem taxes for the applicable parcel below the taxes that would be calculated on the Initial Valuation.

ARTICLE VII

INDEMNITY; BONDING; INSURANCE

Section 7.01. Indemnification of City.

(a) Nottingham Developer agrees to indemnify and hold the City and the City Indemnified Parties harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and reasonable attorneys' fees, resulting from, arising out of, or in any way connected with:

- (i) the Nottingham Developer's actions and undertaking in implementation of the Developer Project or this Agreement;
- (ii) the negligence or willful misconduct of Nottingham Developer, their employees, agents or independent contractors and consultants engaged or employed by the Nottingham Developer in connection with the management, design, development, redevelopment and construction of the Developer Project; and
- (iii) any delay or expense resulting from any litigation filed against the Nottingham Developer by any member or shareholder of the Nottingham Developer, any joint venture partner, lender, architect, contractor, consultant or other vendor.

It is understood that the duty of the Nottingham Developer to indemnify or hold harmless includes the duty to defend. This indemnification and hold harmless clause shall apply whether or not insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

This **Section 7.01** will not apply to willful misconduct or gross negligence of the City or its officers, agents, or employees. This **Section 7.01** includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"; 42 U.S.C. Section 9601, *et seq.*), (ii) the Resource Conservation and Recovery Act ("RCRA"; 42 U.S.C. Section 6901 *et seq.*) and (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, at any place where Nottingham Developer owns or has control of real property pursuant to any of Nottingham Developer's activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify the City and the City Indemnified Parties from liability.

(b) In the event any Action is begun or made as a result of which the Nottingham Developer or City may become obligated to one or more of the City Indemnified Parties hereunder, any one of the City Indemnified Parties will give prompt notice to the Nottingham Developer of the occurrence of such event.

(c) The rights to indemnification set forth in this Agreement will survive the expiration or earlier termination of this Agreement.

Section 7.02. Performance Bonds. All contracts for the Developer Project in excess of \$500,000 shall include provisions requiring the contractor to obtain and provide performance and labor and material payment bonds (with sureties authorized to do business in Kansas and approved by the City) in the full amount

of such contracts. The performance and payment bonds must be furnished to the City before any construction is commenced and name the City as co-obligee or dual obligee with the General Contractor.

Section 7.03. Insurance.

(a) Nottingham Developer will carry, or cause the General Contractor to carry, the following insurance coverage insuring Nottingham Developer, General Contractor, and City as specified below through final completion (as defined in the construction contracts):

- (i) Special or builder's "all risk" insurance (including theft and vandalism), in an amount reasonably acceptable to the Nottingham Developer, insuring Nottingham Developer's interests in each respective phase of the Developer Project and any and all furniture, equipment, supplies and other property owned, leased, held or possessed by Nottingham Developer for the Developer Project (insurance shall also insure against loss from collapse of any part of the building or other structural failure during construction);
- (ii) Comprehensive general liability insurance insuring Nottingham Developer and City against all liability for injury to or death of a person or persons and for damage to property in any way occasioned by or arising out of the activities of Nottingham Developer, City, and their respective agents, contractors, or employees, in connection with the design and construction of the Developer Project, in the amount of not less than \$500,000 or in such other amounts as may be reasonably acceptable to Nottingham Developer and the City, provided, however, such policies will not name the City, or insure the City, for an amount of coverage in excess of the City's maximum liability pursuant to the Kansas Tort Claims Act and amendments (and any similar law limiting the liability of the City);
- (iii) Workers' compensation insurance;
- (iv) Automobile insurance (if applicable) with per occurrence limits of not less than \$500,000, or comparable Hired and Non-owned coverage included in General Liability; and
- (v) All other insurance required by law.

(b) The following general requirements apply to all insurance coverage carried by Nottingham Developer and General Contractor pursuant to **Section 7.03(a)**:

- (i) To the extent available, each policy will contain a clause whereby the insurer waives all rights of subrogation against General Contractor, Nottingham Developer, and City, as the case may be;
- (ii) Subject to the limitations on builder's risk coverage in **Section 7.03(a)(i)** and on general liability insurance in **Section 7.03(a)(ii)**, the City will be named as its interests appear in all policies obtained by Nottingham Developer and General Contractor;
- (iii) Such policies will be with reputable insurance companies reasonably acceptable to Nottingham Developer, City, and General Contractor and licensed to do business in Kansas;
- (iv) Nottingham Developer will provide the City Representative with policies or certificates of insurance evidencing such coverage prior to the start of construction;

(v) Within thirty (30) days prior to expiration of coverage, or as soon as practicable, renewal policies or certificates of insurance evidencing renewal and payment of premium will be provided by Nottingham Developer to the City Representative; and

(vi) The policies must be non-cancelable unless the carrier provides to the City Representative thirty (30) days' prior written notice of cancellation.

ARTICLE VIII DEFAULTS

AND REMEDIES

Section 8.01. Defaults – General. Subject to the extensions of time set forth in **Section 8.07** below, failure or delay by any Party to perform any material term or provision of this Agreement, after receiving written notice thereof and failing to cure, as set forth in **Section 8.02** below, constitutes an “Event of Default” under this Agreement. The Claimant will give written notice of default to the defaulting Party, specifying the nature of the default.

Section 8.02. Default Proceedings. The Claimant will not institute proceedings against a defaulting Party, nor be entitled to damages if the defaulting Party within fifteen (15) days from receipt of the written notice of default set forth in **Section 8.01**, commences with due diligence to cure, correct or remedy such failure or delay and completes such cure, correction or remedy within thirty (30) days from the date of receipt of such notice; or if such cure, correction or remedy by its nature cannot be effected within such thirty (30) day period, such cure, correction or remedy is diligently and continuously prosecuted until completion thereof.

Section 8.03. Remedies on Default.

(a) Whenever any Event of Default by the City under **Section 5.01** occurs and is continuing, the only remedy that may be sought from the City is strictly limited to specific performance of the City’s obligations set forth under the defaulted section, or if applicable, the remedies set forth in the ancillary documents referenced by the defaulted section.

(b) Whenever any Event of Default by the City not subject to **Section 8.03(a)** occurs and is continuing, the only remedy that may be sought from the City is strictly limited to use, as applicable, of available Tax Increment Funds to pay debt service on the TIF Bonds (i.e., the City can have no liability under this Agreement that in any way extends to its general or tax funds, or any other source of funds apart from the Tax Increment Funds derived from the Developer Project), except that, in case of any diversion by the City of Tax Increment Funds in breach of this Agreement, the City will be obligated to restore such diverted revenues, dollar for dollar, from any lawfully available source of appropriations.

(c) Whenever any Event of Default by the Nottingham Developer occurs and is continuing, subject to applicable cure periods, the City may (1) pursue any remedy at law and in equity, except as provided below, including specific performance of the Agreement and/or (2) terminate the TIF District and/or (3) terminate this Agreement.

(d) Notwithstanding any other provision of this Agreement to the contrary, in no event will the Nottingham Developer or the City ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement, or otherwise. For the purposes of this **Section 8.03(d)**, consequential damages include, but are not limited to, lost profits, lost tax revenue,

or other similar losses which are not direct out-of-pocket costs incurred by any non-defaulting Party.

(e) If a Party has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Party seeking to enforce the right or remedy, then and in every case the Parties will, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the Parties will continue as though no such proceeding had been instituted.

Section 8.04. Legal Actions.

(a) ***Institution of Legal Actions.*** Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Sedgwick County, Kansas or, if federal jurisdiction exists, in the Federal District Court in the District of Kansas.

(b) ***Applicable Law.*** The laws of the State of Kansas govern the interpretation and enforcement of this Agreement.

(c) ***Acceptance of Service of Process.***

(i) In the event that any legal action is commenced by the Nottingham Developer against the City, service of process on the City will be made by personal service upon the City Clerk or in such other manner as may be provided by law.

(ii) In the event that any legal action is commenced by the City against the Nottingham Developer, service of process on the Nottingham Developer will be made by personal service upon an officer or agent of the Nottingham Developer and will be valid whether made within or without the State or in such other manner as may be provided by law. In the event the Nottingham Developer no longer has an officer or registered agent to serve, the Secretary of State is hereby irrevocably appointed to accept service for the Nottingham Developer.

Section 8.05. Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by a Party of one or more of such rights or remedies will not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

Section 8.06. Inaction Not a Waiver of Default. Any failures or delays by a Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such Party of its right to institute and maintain any action or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. No waiver made by a Party will apply to obligations beyond those expressly waived.

Section 8.07. Enforced Delay; Extension of Times of Performance.

(a) In addition to specific provisions of this Agreement, performance by a Party hereunder will not be deemed to be in default, and all performance and other dates specified in this Agreement will be extended, where the Party seeking the extension has acted diligently and delays or defaults are due to default of the other Party or Excusable Delays.

(b) Times of performance under this Agreement may also be extended in writing by the

mutual agreement of the City and the Nottingham Developer.

ARTICLE IX GENERAL

PROVISIONS

Section 9.01. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the (a) mutual consent of the Parties, and by the execution of said amendment by the Parties or their successors in interest; and (b) consent of IHD Developer, which consent shall not be unreasonably withheld, conditioned or delayed. Each amendment must be approved by resolution adopted by the Governing Body. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, the Parties will take such reasonable measures including, but not limited to, reasonable amendment of this Agreement to cure such invalidity where the invalidity contradicts the clear intent of the Parties in entering into this Agreement.

Section 9.02. Assignment. The Nottingham Developer may at any time, with prior written notice to the City but without the need for approval from the City to make a collateral assignment of its rights under this Agreement to a single financial institution as security for a financing of the Developer Project; provided, however, the parties acknowledge and agree that the single financial institution may particulate one or more loans made to Nottingham Developer. The Nottingham Developer will be permitted to sell residential lots or completed homes within the Developer Project to owner-occupant purchasers in the normal course of business at any time. Nothing herein will be construed to delegate rights or responsibilities of the City under this Agreement, including without limitation the determination of eligible project costs for reimbursement.

Section 9.03. Right to Inspect. The Nottingham Developer agrees that the City, with reasonable advance notice and during normal business hours, will have the right and authority to review, inspect, audit, and copy, from time to time, all of the Nottingham Developer's books and records as pertinent to the purposes of this Agreement.

Section 9.04. Right of Access. For the purposes of assuring compliance with this Agreement, the City Representative will have the right of access to the Developer Project, without charges or fees, during normal business hours for purposes related to this Agreement, including, but not limited to, the inspection of the work being performed in constructing or reconstructing of the Developer Project.

Section 9.05. [•No Other Agreement.] The Parties agree that the Developer Project will be implemented as agreed in this Agreement. This Agreement specifies the rights, duties and obligations of the City and Nottingham Developer with respect to constructing or reconstructing the Developer Project and the payment of the Developer Project costs. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties. •]

Section 9.06. Notice. All notices and requests required or desired to be given pursuant to this Agreement will be in writing and will be sent as follows:

To the Nottingham Developer: Nottingham Estates at Hunters Pointe LLC
 Attn: Brock A. Beran
 8401 E. Oak Knoll
 Wichita, Kansas 67207

Email: bberan@beranconcrete.com

To the City:

City of Valley Center
 Attn: City Administrator City Hall
 121 S. Meridian
 Valley Center, Kansas 67147
 Email: bclark@valleycenterks.org

To IHD Developer, as a third party beneficiary:

IHD Prairie Lakes, LLC
 Attn: Tim Austin
 156 N. Emporia
 Wichita, Kansas 67202
 Email: taustin@ihdevelopment.net

or at such other addresses as the Parties may indicate in writing to the other either by email, personal delivery, national overnight courier service, or by certified or registered mail, postage prepaid, return receipt requested, with proof of delivery thereof. Emailed notices will be deemed effective: (a) when sent, if followed by transmittal by national overnight courier or hand delivery on the next business day; or (b) upon recipient's acknowledgment of receipt. Mailed notices sent via certified or registered mail, postage prepaid, return receipt requested, with proof of delivery thereof, will be deemed effective on the third day after mailing; mailed notices sent via national overnight courier service will be deemed effective on the next business day after they are sent; all other notices will be effective when delivered.

Section 9.07. Counterparts. This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same agreement. Hand signatures transmitted via portable document format (PDF) or similar format are also permitted as binding signatures to this Agreement.

Section 9.08. Consent or Approval. Except as otherwise provided in this Agreement, whenever consent or approval of either Party is required, such consent or approval will not be unreasonably withheld.

Section 9.09. Survival. Notwithstanding the termination of this Agreement, the Nottingham Developer's obligations set out in **Article VII** will survive the expiration or earlier termination of this Agreement to the extent that any incident giving rise to a claim, suit, judgment or demand occurred during the Term hereof.

Section 9.10. Incorporation of Exhibits. The exhibits attached hereto and incorporated herein by reference are a part of this Agreement to the same extent as if fully set forth herein.

Section 9.11. Mutual Assistance. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be reasonably necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to reasonably aid and assist each other in carrying out said terms, provisions and intent.

Section 9.12. No Partnership. Nothing contained herein will be construed as creating a partnership between the Parties.

Section 9.13. Time of Essence. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 9.14. Conflicts of Interest.

(a) No member of the Governing Body or of any branch of the City's government that has any power of review or approval of any of the Nottingham Developer's undertakings will participate in any decisions relating thereto which affect such person's personal interest or the interests of any corporation or partnership in which such person is directly or indirectly interested. Any person having such interest will immediately, upon knowledge of such possible conflict, disclose, in writing, to the City the nature of such interest and seek a determination with respect to such interest by the City and, in the meantime, will not participate in any actions or discussions relating to the activities herein proscribed.

(b) The Nottingham Developer warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City any money or other consideration for obtaining this Agreement. The Nottingham Developer further represents that, to its best knowledge and belief, no officer, employee or agent of the City who exercises or has exercised any functions or responsibilities with respect to the Developer Project during his or her tenure, or who is in a position to participate in a decision making process or gain insider information with regard to the Developer Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Developer Project, or in any activity, or benefit therefrom, which is part of the Developer Project at any time during or after such person's tenure.

Section 9.15. Required Disclosures. The Nottingham Developer will immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the Nottingham Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 9.16. Tax Implications. The Nottingham Developer acknowledges and represents that (i) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Nottingham Developer any advice regarding the federal or State income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (ii) the Nottingham Developer is relying solely upon its own tax advisors in this regard.

Section 9.17. Authorized Parties. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the Parties are required, or the Parties are required to agree or to take some action at the request of the other Party, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City Representative and for the Nottingham Developer by its Manager; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party shall have any complaint against the other as a result of any such action taken. The City Representative may seek the advice, consent or approval of the Governing Body before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this **Section 9.17.**

Section 9.18. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 9.19. Cash Basis and Budget Laws. The Parties acknowledge and agree that the ability of the City to enter into and perform certain financial obligations pursuant to this Agreement are subject to the K.S.A. 10-1101 *et seq.* and K.S.A. 79-2935 *et seq.*

Section 9.20. Effective Date. This Agreement is effective upon the Effective Date.

Section 9.21. Third Party Beneficiary. IHD Developer shall be entitled to rely upon, shall be an express third party beneficiary of, and shall be entitled to enforce, the provisions of this Agreement, including, without limitation, Section 6.04 (TIF Shortfall Letters of Credit) and this Section 9.21 (Third Party Beneficiary) as if it were an original party hereto. For the avoidance of doubt, the Agreement shall not be terminated, cancelled, amended, modified, supplemented or changed, or any provision, default, breach or performance waived, or any assignment or novation made in a manner without written consent of IHD Developer, not to be unreasonably withheld conditioned, or delayed. The Parties hereto agree that IHD Developer shall be an express third party beneficiary of this Agreement as provided herein.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the City and the Nottingham Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF VALLEY CENTER, KANSAS

By: _____
Mayor

ATTEST:

City Clerk

STATE OF KANSAS)
)
COUNTY OF SEDGWICK) ss.

On this ____ day of _____, 20____, before me personally appeared _____, personally known, who being by me duly sworn did say that he is the Mayor of the City of Valley Center, Kansas, and that said instrument was signed and delivered on behalf of said municipal corporation and acknowledged to me that he executed the same as the free act and deed of said municipal corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

[SEAL]

**NOTTINGHAM ESTATES AT HUNTERS
POINTE, LLC**

By: _____
Brock A. Beran, Manager

By: _____
Eric Gilbert, Manager

STATE OF KANSAS)
)
) ss.
COUNTY OF SEDGWICK)

On this ____ day of _____, 20____, before me personally appeared Brock A. Beran, and Eric Gilbert, to me personally known, who being by me duly sworn did say that each is a Manager of Nottingham Estates at Hunters Pointe, LLC, and that said instrument was signed and delivered on behalf of said limited liability company and acknowledged to me that he executed the same as the free act and deed of said limited liability company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

[SEAL]

EXHIBIT A**LEGAL DESCRIPTION OF PROPERTY**

Real property within the City of Valley Center, Sedgwick County, Kansas, described as follows: Beginning at the intersection of the south right-of-way line of 85th Street north and the east right-of-way line of Seneca Street;

Thence south along the east right-of-way line of Seneca Street to a point of intersection with the south line extended of a tract of land described as the south 330 feet of the east 660 feet of the north $\frac{1}{2}$ of the east $\frac{1}{2}$ of the southeast $\frac{1}{4}$ of Section 31, Township 25 South, Range 1 East of the 6th P.M.;

Thence west along said south line extended to a point of intersection with the west right-of-way line of Seneca Street;

The continuing west along said south line of the south 330 feet of the east 660 feet of the north $\frac{1}{2}$ of the east $\frac{1}{2}$ of the southeast $\frac{1}{4}$ of Section 31, Township 25 South, Range 1 East of the 6th P.M. to a point of intersection with a southeast corner of Prairie Lakes, an Addition to Valley Center, Sedgwick County, Kansas, said southeast corner also being the southeast corner of Lot 40, Block B in said Prairie Lakes;

Thence west along the south line of said Prairie Lakes to a corner of said Prairie Lakes, said corner also being the southerly most southwest corner of Lot 34, Block B in said Prairie Lakes;

Thence northwesterly to the westerly most corner of Lot 31, Block B in said Prairie Lakes, said corner also being the northerly most corner of Lot 30, Block B and on the south right-of-way line Appleton Street as platted in said Prairie Lakes;

Thence west along a curve to the right along the south right-of-way of said Appleton Street to a point of intersection with the east right-of-way line of Eastridge Street as platted in said Prairie Lakes;

Thence northerly on a radial line to the curve of Appleton Street as platted in said Prairie Lakes to a point of intersection with the north right-of-way line of said Appleton Street;

Thence west along the north right-of-way line of said Appleton Street to a point of intersection with the west right-of-way of Gatewood Street as platted in said Prairie Lakes;

Thence north along the west right-of-way line of said Gatewood Street to a point of intersection with the southeast corner of Lot 17, Block D in said Prairie Lakes;

Thence west along the south line of said Lot 17, Block D to the southwest corner of said Lot 17;

Thence north to the westerly most northwest corner of Lot 22, Block D in said Prairie Lakes;

Thence northeasterly to the northerly most northwest corner of Lot 25, Block D;

Thence east along the north line of said Lot 25, Block D to a point of intersection with the west right-of-way line of aforesaid Gatewood Street;

Thence north along said west right-of-way line of said Gatewood Street to a point of intersection with the

south right-of-way line of said Northridge Street as platted in said Prairie Lakes;

Thence west along the south line of said Northridge Street to a point of intersection with the west line of Lot 43, Block A in said Prairie Lakes, extended;

Thence north along the extended west line of said Lot 43, Block A to the southwest corner of said Lot 43, Block A;

Thence north along the west line of said Lot 43, Block A to the northwest corner of said Lot 43, Block A, said northwest corner also lying on the north line of said Prairie Lakes;

Thence west along the north line of said Prairie Lakes to a corner and a point of deflection, said corner and point of deflection being on the east right-of-way line the Sedgwick County Flood Control as recorded at Deed Book 1280, Page 329 with the Sedgwick County Register of Deeds;

Thence south along the west line of said Prairie Lakes to a point of intersection with the north right-of-way line of 77th Street North;

Thence west along the north right-of-way line to a point of intersection with the east line of the southwest $\frac{1}{4}$ of Section 31, Township 25 South, Range 1 East of the 6th P.M.;

Thence north along said east line of the southwest $\frac{1}{4}$ of said Section 31 to the northeast corner of said southwest $\frac{1}{4}$ of said Section 31, said northeast corner also being the southwest corner of the northeast $\frac{1}{4}$ of said Section 31;

Thence north along said east line of the northwest $\frac{1}{4}$ of said Section 31 to the northeast corner of said Section 31, said northeast corner also being the southeast corner of the southwest $\frac{1}{4}$ of Section 30, Township 25 South, Range 1 East of the 6th P.M.;

Thence north along the east line of said southwest $\frac{1}{4}$ of said Section 30 to a point of intersection with the north right-of-way line of 85th Street North;

Thence east along the north right-of-way line of said 85th Street North to a point of intersection with the west right-of-way line of Seneca Street;

Thence continuing easterly along said north right-of-way line of said 85th Street to the intersection with the east right-of-way line of Seneca Street;

Thence south along the east right-of-way line of Seneca Street to the point of beginning.

.MAP OF PROPERTY



EXHIBIT B

LEGAL DESCRIPTION OF PRAIRIE LAKES PROPERTY

Real property within the City of Valley Center, Sedgwick County, Kansas, described as follows:

Lots 43 through 102, inclusive, in Block A; Lots 31 through 64, inclusive, in Block B; Lots 17 through 25, inclusive, in Block D; and Lots 1 through 39, inclusive, in Block E, all within Prairie Lakes an Addition to Valley Center, Sedgwick County, Kansas.

EXHIBIT C

SITE PLAN



EXHIBIT D**PROJECT MILESTONES**

Date	Obligation
90 days after Effective Date	Close on purchase of the Prairie Lakes Property
10 years after Effective Date	Substantial Completion of the Developer Project

EXHIBIT E**CERTIFICATE OF SUBSTANTIAL COMPLETION**

The undersigned, Nottingham Estates at Hunters Pointe, LLC (the “**Nottingham Developer**”), pursuant to that certain Development Agreement dated as of June 20, 2023, between the City of Valley Center, Kansas (the “**City**”) and the Nottingham Developer (the “**Agreement**”), hereby certifies to the City as follows:

1. That as of _____, 20____, the construction, renovation, repairing, and equipping of the Developer Project (as defined in the Agreement) has been substantially completed in accordance with the Agreement, including but not limited to completion of 142 single family homes and related improvements, and all Project Milestones and deadlines contained in the Agreement have been met.

2. The Developer Project has been completed in a good and workmanlike manner and in accordance with the Construction Plans (as those terms are defined in the Agreement) and contains all components of the Developer Project required by or described in the Agreement. A Temporary Certificate of Occupancy has been obtained for all structures constructed as part of the Developer Project.

3. This Certificate of Substantial Completion is accompanied by the project architect’s certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein, certifying that the Developer Project has been substantially completed in accordance with the Agreement.

4. This Certificate of Substantial Completion is being issued by the Nottingham Developer to the City in accordance with the Agreement to evidence the Nottingham Developer’s satisfaction of all obligations and covenants with respect to the Developer Project.

5. The City’s acceptance (below) or the City’s failure to object in writing to this Certificate within thirty (30) days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to the Nottingham Developer prior to the end of such 30-day period) shall evidence the satisfaction of the Nottingham Developer’s agreements and covenants to construct the Developer Project.

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, 20_____.

**NOTTINGHAM ESTATES OF HUNTERS
POINTE, LLC**

By:_____

Name:_____

Title:_____

ACCEPTED:

CITY OF VALLEY CENTER, KANSAS

By:_____

Name:_____

Title:_____

NEW BUSINESS
RECOMMENDED ACTION

C. DEVELOPMENT AGREEMENT WITH NOTTINGHAM ESTATES AT HUNTERS POINTE, LLC:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to approve the Development Agreement with Nottingham Estates and authorize Mayor to sign.

NEW BUSINESS

D. RESOLUTION 736-23; AMENDING RES. 726-22 SANITARY SEWER FOR SUNFLOWER VALLEY IMPROVEMENTS:

Resolution 736-23 will be presented for approval. This Resolution will amend and supplement Resolution 726-22 pertaining to Sanitary Sewer Improvements for Sunflower Valley

- Resolution 736-23
- Sanitary Sewer Petition

Gilmore & Bell, P.C.
06/14/2023

(Published in *The Ark Valley News* on June 29, 2023)

RESOLUTION NO. 736-23

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 726-22 OF THE CITY OF VALLEY CENTER, KANSAS, WHICH DETERMINED THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY (SANITARY SEWER IMPROVEMENTS-PHASE 1/SUNFLOWER VALLEY).

WHEREAS, the governing body of the City of Valley Center, Kansas (the “City”), has heretofore by Resolution No. 726-22 of the City, duly adopted on December 6, 2022 (the “Prior Resolution”), authorized, pursuant to K.S.A. 12-6a01 *et seq.*, the construction of sanitary sewer improvements to serve a certain area within the City; and

WHEREAS, the Prior Resolution was recorded with the Register of Deeds of Sedgwick County, Kansas, and appears at Doc.#/Flm-Pg: 30215576; and

WHEREAS, the City has received a revised petition proposing a modification of the estimated costs of the improvements and the apportionment of such costs; and

WHEREAS, the governing body of the City hereby finds and determines that said revised petition is sufficient and that it is necessary to make such modifications; and

WHEREAS, in order to make such modifications, the governing body of the City hereby finds and determines it necessary to amend and supplement **Section 1** of the Prior Resolution, as hereinafter set forth.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF VALLEY CENTER, KANSAS, AS FOLLOWS:

Section 1. Amendments. **Section 1** of the Prior Resolution is hereby amended to read as follows:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the “Improvements”):

Construct sanitary sewer improvements to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the Improvements is: \$850,000, to be increased at the pro rata rate of 1 percent per month from and after November 1, 2022.

(c) The extent of the improvement district (the “Improvement District”) to be assessed for the cost of the Improvements is:

Lots 1-5, Block B; all in Sunflower Valley, an Addition to the City of Valley Center, Sedgwick County, Kansas.

(d) The method of assessment is: equally per lot (5 lots). Where ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 84.7% to be assessed against the Improvement District and 15.3% to be paid by the City-at-large.

Section 2. Repealer; Ratification. *Section 1* of the Prior Resolution is hereby repealed and the rest and remainder thereof is hereby ratified and confirmed.

Section 3. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on June 20, 2023.

(SEAL)

By: _____

Name: Louis L. Cicirello

Title: Mayor

ATTEST:

By: _____

Name: Kristi Carrithers

Title: City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on June 20, 2023, as the same appears of record in my office.

DATED: June 20, 2023.

By: _____

Name: Kristi Carrithers

Title: City Clerk

SANITARY SEWER PETITION

To the Mayor and City Council
City of Valley Center, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lots 1-5, Block B; all in Sunflower Valley, an Addition to Valley Center, Sedgwick County, Kansas.

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

- (a) That there be constructed sanitary sewer improvements to serve the above-described property (the "Improvements"). That said Improvements be constructed with plans and specifications to be furnished by the undersigned to the City Engineer of the City of Valley Center, Kansas.
- (b) That the estimated and probable cost of the Improvements are Eight-hundred and Fifty thousand dollars (\$850,000). Said estimated cost is hereby increased at the pro rata of 1 percent per month from and after November 1, 2022.
- (c) The extent of the improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 1-5, Block B; all in Sunflower Valley, an Addition to Valley Center, Sedgwick County, Kansas.

- (d) That the method of assessment shall be equally per lot (5 lots).

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

- (e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 84.7% to be assessed against the Improvement District and 15.3% to be paid by the City-at-large.

If this Improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this Improvement under the authority of this petition, any costs that the City of Valley Center incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the Improvement is abandoned at any state during the design and/or construction of the Improvement or if it is necessary for the City of Valley Center to redesign, repair or reconstruct the Improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvement shall be assessed to

the property described above in accordance with the terms of this petition.

2. It is requested that the Improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned Improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION

SIGNATURE

DATE

Lots 1-5, Block B;
all in Sunflower Valley, an Addition
to Valley Center, Sedgwick County, Kansas.



6-15-23

NEW BUSINESS

RECOMMENDED ACTION

**D. RESOLUTION 736-23; AMENDING RES. 726-22 SANITARY SEWER
FOR SUNFLOWER VALLEY IMPROVEMENTS:**

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends motion of approval of Resolution 736-23, regarding Sanitary Sewer Improvements for Sunflower Valley.

NEW BUSINESS

E. APPROVAL OF CHANGE ORDER NO. 1 FOR SUNFLOWER VALLEY IMPROVEMENTS:

SEH Engineer Jake Vasa will request approval of change order No. 1 for Sunflower Valley Improvements. Changes are needed to accommodate the site plans from 3D to duplexes to single family homes. Change Order No. 1 total is \$161,935.40.

- Change Order No. 1

CHANGE ORDER NO. 1

OWNER	City of Valley Center	DATE	June 13, 2023
CONTRACTOR	Mies Construction, Inc.		
ENGINEER	SEH		
Contract	Sunflower Valley Improvements	SEH No.	VALCT 167706
Project	Sunflower Valley		

You are directed to make the following changes in the Contract Documents:

Description:

1. Grading changes due to change in site plan – GPS remodeling, Additional grading costs
2. Water Line Connection Adjustment
 - a. Encasement under force main
 - b. Adjustment to design depth at connection
3. Other Utility and Paving Adjustments
 - a. Various utility adjustments to make necessary connections
 - b. Minor paving adjustments to make for smooth transitions
4. Additional Sanitary Sewer Services for increased number of housing units.

Revised Grading Plans				
New Item	Additional Plan Costs	\$775.00	1.00	\$775.00
New Item	GPS Re-Modeling	\$2,200.00	1.00	\$2,200.00
Encasement/Waterline Adjustment				
New Item	Concrete Encasement	\$195.00	20.00	\$3,900.00
New Item	Ductile Iron Pipe in Lieu of PVC at Tie In	\$600.00	1.00	\$600.00
27	Waterline Adjustment	\$4,750.00	1.00	\$4,750.00
Other Utility and Paving Adjustments				
18	Standard San Manhole (4)	\$4,000.00	1.00	\$4,000.00
New Item (A)	Wheelchair Ramps 6' Wide	\$1,125.00	3.00	\$3,375.00
30	45 Degree Bend	\$550.00	1.00	\$550.00
29	Storm Pipe 18" RCP	\$80.00	4.00	\$320.00
New Item	Hydrant Lead Extensions	\$2,305.00	1.00	\$2,305.00
New Item (A)	Wheelchair Ramps 6' Wide	\$1,125.00	1.00	\$1,125.00
17 (B)	Sanitary Sewer Service Pipe 6" SDR 35	\$46.00	303.00	\$13,938.00
21 (B)	Sanitary Sewer Service Connection, 8"x6" Wye	\$614.00	2.00	\$1,228.00
New Item	Sanitary Sewer Service Connection, 8"x6" Tap Saddle	\$1,805.00	8.00	\$14,440.00
New Item	Turn Lane Regrading	\$1,500.00	1.00	\$1,500.00
39 (B)	Standard Manhole, Storm (4')	\$3,500.00	1.00	\$3,500.00
37 (A)	Reinforced Concrete Drive 7"	\$60.00	57.00	\$3,420.00
11 (A)	Pavement Removal	\$4.40	21.00	\$92.40
12 (A)	Remove Curb & Gutter	\$4.00	195.00	\$780.00
4	Construction Staking (Mies CO #4)	\$2,535.00	1.00	\$2,535.00
34 (A)	Wheelchair Ramp 5' Wide	\$1,075.00	-2.00	-\$2,150.00
35 (A)	Wheelchair Ramp 10' Wide	\$1,450.00	-2.00	-\$2,900.00
24 (A)	Gate Valve & Box 8"	\$2,200.00	-1.00	-\$2,200.00
18 (B)	Standard San Manhole 4'	\$4,000.00	1.00	\$4,000.00
19 (B)	Shallow San Manhole 4'	\$3,800.00	-2.00	-\$7,600.00

24 (B)	Water Service Connection	\$350.00	-18.00	-\$6,300.00
25 (B)	Water Meter Box	\$1,200.00	-18.00	-\$21,600.00
26 (B)	Gate Valve & Box 8"	\$1,500.00	-3.00	-\$4,500.00
27 (B)	8"x8" Tee	\$450.00	-11.00	-\$4,950.00
32 (B)	Fire Hydrant Assembly	\$7,700.00	-1.00	-\$7,700.00
30 (B)	45 Degree Bend	\$550.00	1.00	\$550.00
24 (B)	Water Service Connection	\$350.00	10.00	\$3,500.00
25 (B)	Water Meter Box	\$1,200.00	10.00	\$12,000.00
	Additional Sanitary Sewer Services			
4	Construction Staking	\$1,850.00	1.00	\$1,850.00
25	Sanitary Sewer Service Pipe, 6" SDR 35	\$46.00	1592.00	\$73,232.00
New Item	Sanitary Sewer Service Connection, 8"X6" Tap Saddle	\$1,805.00	34.00	\$61,370.00
	CHANGE ORDER #1 TOTAL			\$161,935.40

Reason for Change Order:

1. Grading changes are necessary to accommodate the changes to the site plan. The site plan was originally 3D printed duplexes, which then changed to traditional duplexes, and is now a single family homes.
2. Water line connection adjustments are necessary to make the proper connection to the existing water main, which was roughly 9 feet in depth, which is much deeper than anticipated. Additional fittings are needed to make this adjustment, and the concrete encasement is necessary between the water main and the existing sanitary force main, which was not at the anticipated depth.
3. Utility and Paving adjustments to ensure smooth pavement transitions, additional driveway pavement, utility quantity adjustments on water main and sanitary main, and water services added for increased number of housing.
4. Sanitary services are being added to the project to service the additional homes on the site, as discussed in item #1.

Attachments (List of documents supporting change): None.

ITEM	CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES	
		Substantial Completion	Ready for Final Payment
Original Contract Price:	\$3,369,766.52	05/1/2023	05/30/2023
Net increase (decrease) from previous Change Order No. ___ to ___:	\$0.00	-	-
Net increase (decrease) of this Change Order:	\$161,935.40	08/15/2023	10/31/2023
Contract price with all approved Change Orders:	\$3,531,701.92	08/15/2023	10/31/2023

In accordance with the Minnesota Uniform Transaction Act, an electronic signature on this document is binding and afforded the same effect as if the document was signed by hand.

RECOMMENDED:

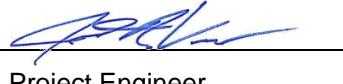
SEH, Inc.
PO Box 771062
Wichita, KS 67277

APPROVED:

City of Valley Center
121 S. Meridian Ave.
Valley Center, KS 67147

ACCEPTED:

Mies Construction, Inc.
1919 SW Blvd.
Wichita, KS 67213

By:  By: _____ By: _____
 Title: Project Engineer Title: _____ Title: _____
 Date: 6/13/23 Date: _____ Date: _____

NEW BUSINESS
RECOMMENDED ACTION

E. APPROVAL OF CHANGE ORDER NO. 1 FOR SUNFLOWER VALLEY IMPROVEMENTS:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends motion of approval of change order No. 1 for Sunflower Valley improvements in the amount of \$161,935.40 and authorize Mayor or City Administrator to sign.

NEW BUSINESS

F. ORDINANCE 1390-23; ANNEX 120.17 ACRES SOUTHEAST OF SENECA AND FORD STREET:

City Administrator Clark will present Ordinance 1390-23 for 1st reading. A request to annex approximately 120.17 acres southeast of corner of Seneca and Ford has been received and reviewed.

- Annexation Request
- Ordinance 1390-23
- Map

June 20th, 2023

City of Valley Center
121 S. Meridian
P.O. Box 188
Valley Center, KS 67147

RE: Annexation Request

Dear Mayor Cicirello and Members of Council:

I hereby undersigned being the owner and legal representative of the two properties legally described as:

NW 1/4 EXC N 654 FT SEC 5-26-1E., Sedgwick County, Kansas,

herby request the annexation of the described properties into the City of Valley Center.

Eldon & John Family LLC
Full Legal Signature

Bob L. Janzen

Name (print)

4015 N Woodlawn Ct. Suite 3 Bel Aire, Ks. 67220
Mailing Address

06/13/2023

Date

ORDINANCE NO. 1390-23

**AN ORDINANCE OF THE CITY OF VALLEY CENTER, KANSAS,
ANNEXING CERTAIN LAND TO THE CITY OF VALLEY CENTER,
SEDGWICK COUNTY, KANSAS, BY VIRTUE OF THE LANDOWNER'S
PETITION TO BE ANNEXED TO THE CITY OF VALLEY CENTER, KANSAS.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF VALLEY
CENTER:**

SECTION ONE:

The owner of the below described land, having requested and petitioned that said land be annexed to the City of Valley Center, Kansas, and as that land adjoins a portion of the northerly Valley Center, Kansas, boundary, it is hereby ordained and ordered that the land which is legally described as;

The NW 1/4 EXC N 654 FT SEC 5-26-1E., Sedgwick County, Kansas, is hereby annexed to the City of Valley Center, Kansas, pursuant to the authority of K.S.A. 12-520.

SECTION TWO:

This ordinance shall take effect on its publication in the official city newspaper.

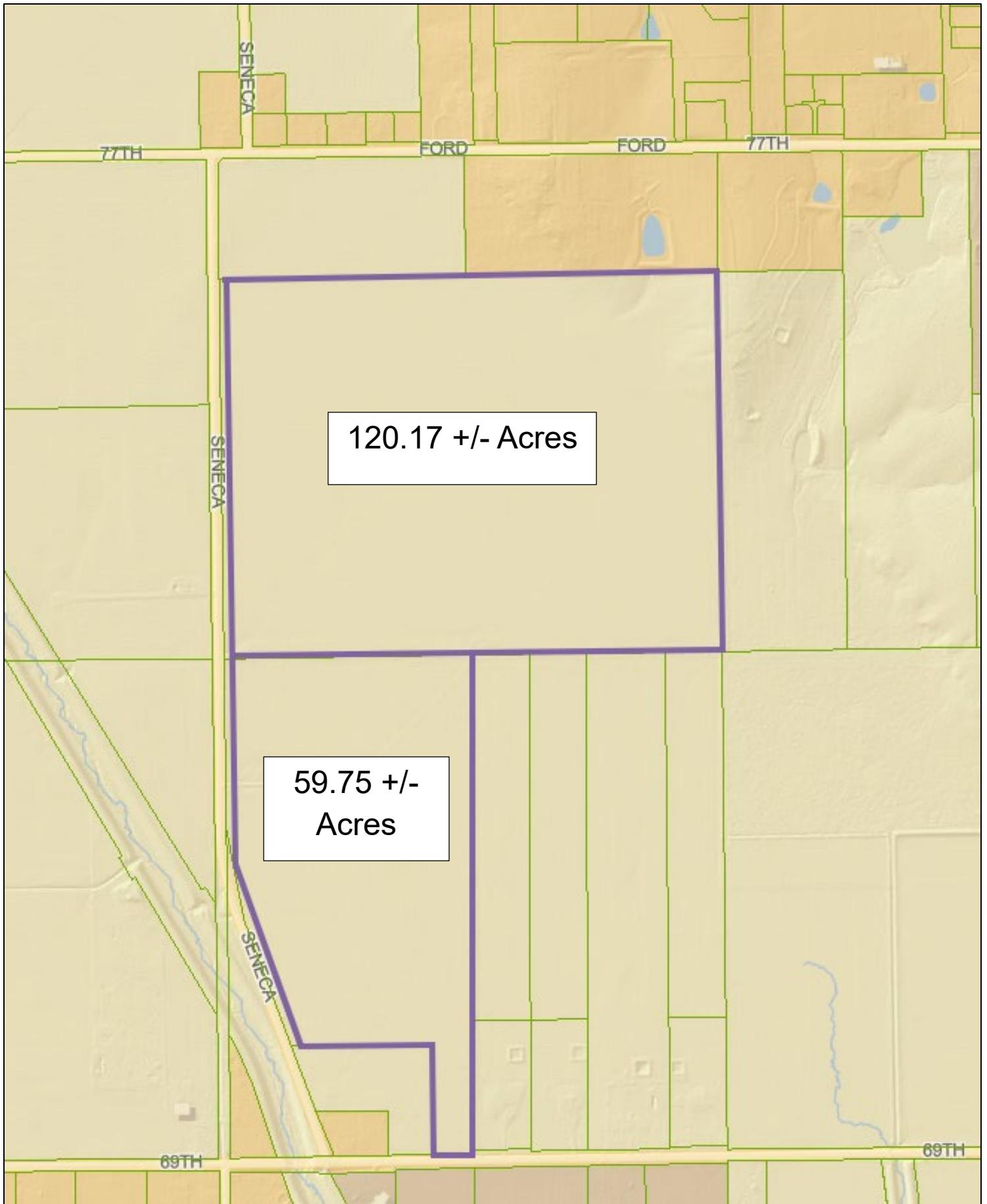
PASSED AND APPROVED by the Governing Body of the City of Valley Center, Kansas, on this 11th day of July, 2023.

June 20th, 2023 1st reading
July 11th, 2023 2nd reading

seal

Lou Cicirello, Mayor

Kristi Carrithers, City Clerk



NEW BUSINESS
RECOMMENDED ACTION

**F. ORDINANCE 1390-23; ANNEX 120.17 ACRES SOUTHEAST OF
SENECA AND FORD STREET:**

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommends motion to approve for 1st reading, Ordinance 1390-23, annexing approximately 120.17 acres.

NEW BUSINESS

**G. ORDINANCE 1391-23; ANNEX 59.75 ACRES SOUTHEAST OF
SENECA AND FORD STREET:**

City Administrator Clark will present Ordinance 1391-23 for 1st reading. A request to annex approximately 59.75 acres southeast of corner of Seneca and Ford has been received and reviewed.

- Annexation Request
- Ordinance 1391-23

June 20th, 2023

City of Valley Center
121 S. Meridian
P.O. Box 188
Valley Center, KS 67147

RE: Annexation Request

Dear Mayor Cicirello and Members of Council:

I hereby undersigned being the owner and legal representative of the two properties legally described as:

**W1/2 SW 1/4 EXC FLOOD CONTROL & EXC THAT PT SW OF FLOOD
CONTROL ROW & EXC BEG 583 FT E SW COR SW 1/4 E 282.3 FT N 265 FT
W 375.23 FT SW 280.82 FT TO BEG EXC PT BEG 865.3 FT E SW COR SW 1/4
TH N 265 FT W 375.23 FT M/L TO ELY ROW SENECA ST NWLY 368.57 FT E
747.2 FT S 612.8 FT TO SAID S LI W 250 FT TO BEG & EXC RD SEC 5-26-1E,
Sedgwick County, Kansas.**

herby request the annexation of the described properties into the City of Valley Center.

Eldon & John Family LLC
Full Legal Signature

Bob L. Tanzcn POA/AIF
Name (print)

4015 N Woodlawn Ct Suite 3 Bel Aire, KS 67220
Mailing Address

06/13/2023
Date

ORDINANCE NO. 1391-23

AN ORDINANCE OF THE CITY OF VALLEY CENTER, KANSAS, ANNEXING CERTAIN LAND TO THE CITY OF VALLEY CENTER, SEDWICK COUNTY, KANSAS, BY VIRTUE OF THE LANDOWNER'S PETITION TO BE ANNEXED TO THE CITY OF VALLEY CENTER, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF VALLEY CENTER:

SECTION ONE:

The owner of the below described land, having requested and petitioned that said land be annexed to the City of Valley Center, Kansas, and as that land adjoins a portion of the southernly Valley Center, Kansas, boundary, it is hereby ordained and ordered that the land which is legally described as;

The W1/2 SW 1/4 EXC FLOOD CONTROL & EXC THAT PT SW OF FLOOD CONTROL ROW & EXC BEG 583 FT E SW COR SW 1/4 E 282.3 FT N 265 FT W 375.23 FT SW 280.82 FT TO BEG EXC PT BEG 865.3 FT E SW COR SW 1/4 TH N 265 FT W 375.23 FT M/L TO ELY ROW SENECA ST NWLY 368.57 FT E 747.2 FT S 612.8 FT TO SAID S LI W 250 FT TO BEG & EXC RD SEC 5-26-1E, Sedgwick County, Kansas,

is hereby annexed to the City of Valley Center, Kansas, pursuant to the authority of K.S.A. 12-520.

SECTION TWO:

This ordinance shall take effect on its publication in the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of Valley Center, Kansas, on this 11th day of July, 2023.

June 20th, 2023 1st reading
July 11th, 2023 2nd reading

seal

Lou Cicirello, Mayor

Kristi Carrithers, City Clerk

NEW BUSINESS
RECOMMENDED ACTION

**G. ORDINANCE 1391-23; ANNEX 59.75 ACRES SOUTHEAST OF
SENECA AND FORD STREET:**

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends motion to approve for 1st reading, Ordinance 1391-23, annexing approximately 59.75 acres.

NEW BUSINESS

H. VALLEY CENTER 2024 BUDGET – FIRST DRAFT:

Assistant City Administrator Smith will present the first draft of the Valley Center 2024 Budget.

- Valley Center 2024 Budget PDF

Valley Center 2024 Budget Overview

First Draft



2024 Budget Valuation

- What is valuation?
- Valuation of the City is the total assessed value of all real and tangible property within city limits
- This includes all residential, commercial, industrial, land, and utilities in city limits
- Each class is assessed at a different rate
 - Residential 11.5%
 - Commercial 25%
 - Utilities 33%
 - Etc.
- The total FY24 valuation estimate for the city is \$69,926,337
- 9.810% increase in overall valuation

2024 Budget Valuation

County Clerk's Budget Information for the 2024 Budget

1. Valuation Information as of June 15, 2023:					
	Estimated Assessed Valuation	New Construction	Territory Added	Property with changed use	
Real Estate	\$65,538,933	\$557,357	\$45,546		\$58,196
Personal Property	\$1,233,808				
State Assessed	\$3,153,596				
Total	\$69,926,337				
2. Revenue-Neutral Rate					49.947

2024 Budget Valuation

County Clerk's Budget Information for the 2024 Budget

3. Actual Tax Rates Levied for the 2023 Budget:

Fund	Rate	\$ Amount Levied
General	22.413	\$1,427,020
Bond & Interest	14.131	\$899,711
Library	4.382	\$278,999
Employee Benefit	12.956	\$824,900
Emergency Equipment	0.974	\$62,014
Total	54.856	\$3,492,644

4. Final Assessed Valuation from the November 1, 2022 Abstract \$63,669,317

5. Delinquency Rate (from 2020 Tax Year) for General Fund 1.62%

2024 Budget Valuation

County Clerk's Budget Information for the 2024 Budget

6.	Neighborhood Revitalization District:		
	Valuation Subject to Rebates		0
7.	Tax Increment Financing (TIF):		
	TIF Total Assessed Valuation		\$56,158
	TIF Base Year Assessed Valuation		\$32,679
8.	Watercraft tax estimate		\$4,842
	6/6/2023	Provided by:	Kelly B Arnold, Sedgwick County Clerk
	Date	Name of County:	Sedgwick

2024 Budget Valuation

Valuation Increase (Estimated)

2023 Budget	\$63,677,066
2024 Budget	\$69,926,337
Total Estimated Increase	9.827%

How are my taxes calculated?

- Home Appraisal: \$200,000
- Assessed Value @ 11.5%: \$23,000

City Portion of Property Taxes:

Assessed Value: \$23,000

X City Mill Rate: .054856

City Portion Total \$1,261.69



Revenue Neutral Rate

2023 Total Property Tax Billed = \$3,492,644

2024 Estimated Valuation = \$69,926,337

Revenue Neutral Rate = $(\$3,492,644 / \$69,926,337) = .49947$ Mills x 1000 = 49.947

Proposed Mill Levy Rate = 54.856

Mill Value = $(\$69,926,337/1000)$ or \$69,926 per mill

Multiplied by proposed mill levy of 54.856 = \$3,835,861

54.856 will be the total mills levied if approved

Total ad valorem dollar increase of \$343,217 over 2023 budgeted ad valorem dollars

2023/2024 Mill Levy Comparison

2023 Mill Levy (Actual)		2024 Mill Levy Estimate	
General Fund	22.413	General Fund	22.476
Emp. Benefit	12.956	Emp. Benefit	12.956
Bond & Interest	14.131	Bond & Interest	14.131
Library	4.382	Library	4.331
Emergency Equip.	0.974	Emergency Equip.	0.962
Total Mills	54.856	Total Mills	54.856

Taxing and Special Revenue Funds

Fund	Revenue Sources
General Fund	Ad Valorem/Sales Tax/Alcohol (1/3)/Franchise Fees
Library	Ad Valorem
Bond and Interest	Ad Valorem/Special Assessments/Delinquent Taxes
Employee Benefit	Ad Valorem/Employee Portion of Healthcare
Emergency Equipment	Ad Valorem – Dedicated mill levy of 1 mill
Special Parks and Rec	State Alcohol Distribution Taxes (1/3)
Special Alcohol	State Alcohol Distribution Taxes (1/3)
Special Streets and Highway	Sales Tax/State Funds/County Funds/GF Transfers

Valuation Increases per Fund

Fund	FY2023	FY2024
General Fund	\$143,025	\$144,623
Employee Benefit	\$37,186	\$81,066
Bond & Interest	\$40,522	\$88,418
Library	\$12,567	\$23,876
Emergency Equip.	\$2,827	\$5,284

Library

2023 Budgeted Expenditures	2024 Budgeted Expenditures
\$315,258	\$345,000
\$112 to Fund Balance	(\$7,779) to Fund Balance

- Expenditures intentionally over budgeted to ensure maximum dollars can be transferred

Bond and Interest Fund

2023 Budgeted Expenditures	2024 Budgeted Expenditures
\$2,166,000	\$2,287,000
\$1,943 to Fund Balance	(\$28,236) to Fund Balance

- Dedicated Mill Levy –Previous Goal from was to increase to 18.500 mills by FY23 to reach 1.1MM in revenue generation. The goal of 18.5 was reduced to 16.5 in FY22. The goal was then reduced to 14.5 in FY23. For FY24 we will reach the 1.1MM goal while being able to reduce the B&I Mill Levy to 14.131

Year	Assessed Value ¹	Existing Debt Service				Projected Series 2023-2 ⁴		Projected Series 2024-1 ⁵		Projected Series 2024-2 ⁶		Projected Series 2025-1 ⁷		Total Debt Service	Motor Vehicle Revenues	Stormwater Revenues	Water/Sewer Revenues	Special Assessment Revenues	Sales Tax Revenues	TIF Revenues	Net Debt Service	Fund Balance	Projected Mill Levy ^{2,3}			
		Assessment	Ad Valorem	Water/Sewer	Sales Tax	Assessment	Ad Valorem	Assessment	Ad Valorem	TIF	Assessment	Ad Valorem	Total													
		Debt Service	Debt Service	Debt Service	Debt Service	Debt Service	Debt Service	Debt Service	Debt Service	Debt Service	Debt Service	Debt Service														
2021	57,236,412																								14.500	
2022	59,371,877																								1,086,964	14.471
2023	63,669,317	322,656	1,115,825	548,067	-	-	-	-	-	-	-	-	1,986,548	130,890	175,000	548,067	408,355	-	-	724,235	1,244,446	14.131				
2024	69,926,337	320,725	1,168,707	549,193	1,338,890	-	-	-	-	-	-	-	3,377,515	132,199	175,000	549,193	408,221	1,338,890	-	774,012	1,438,801	14.131				
2025	71,324,864	324,321	1,027,074	546,585	1,381,168	222,008	34,338	290,738	297,244	349,806	-	-	4,473,280	133,521	175,000	546,585	920,114	1,381,168	349,806	967,086	1,459,448	14.131				
2026	72,751,361	318,824	983,784	546,727	1,420,918	217,008	33,588	290,340	296,295	349,845	81,909	279,741	4,818,978	134,856	175,000	546,727	899,020	1,420,918	349,845	1,292,612	1,174,325	14.131				
2027	74,206,388	224,798	990,894	540,295	1,466,668	222,008	32,838	288,840	289,545	352,095	79,278	280,793	4,768,050	136,205	175,000	540,295	799,271	1,466,668	352,095	1,298,517	903,446	14.131				
2028	75,690,516	136,533	857,865	468,845	1,514,380	216,508	37,088	287,090	287,795	353,845	77,528	279,543	4,517,018	137,567	175,000	468,845	733,267	1,514,380	353,845	1,134,113	817,524	14.131				
2029	77,204,326	88,626	863,064	467,745	1,559,605	221,008	36,088	290,090	295,795	350,095	80,778	283,043	4,535,935	138,943	175,000	467,745	742,855	1,559,605	350,095	1,101,693	784,987	14.131				
2030	78,748,413	89,567	866,318	469,095	1,611,655	220,548	35,178	287,590	293,045	351,095	78,778	281,043	4,583,910	140,332	175,000	469,095	738,968	1,611,655	351,095	1,097,765	777,760	14.131				
2031	80,323,381	83,036	855,929	465,195	1,660,115	216,298	34,498	291,468	286,725	353,590	81,778	278,793	4,607,423	141,735	175,000	465,195	740,237	1,660,115	353,590	1,071,550	818,559	14.131				
2032	81,929,849	83,675	857,563	471,145	1,714,230	221,923	33,798	290,858	291,285	351,790	80,000	282,868	4,679,133	143,153	175,000	471,145	727,348	1,714,230	351,790	1,096,466	856,688	14.131				
2033	83,568,446	74,092	723,065	466,695	1,769,180	217,063	33,078	289,908	295,335	349,615	78,470	282,428	4,578,928	144,584	175,000	466,695	720,522	1,769,180	349,615	953,331	1,060,645	14.131				
2034	85,239,815	72,115	409,252	467,095	1,828,920	222,068	32,338	288,608	288,855	352,055	81,895	281,653	4,324,853	146,030	-	467,095	722,943	1,828,920	352,055	807,809	1,433,269	14.131				
2035	86,944,611	72,411	401,257	472,245	1,887,870	216,558	36,578	291,948	287,195	353,915	80,095	280,533	4,380,603	147,490	-	472,245	704,059	1,887,870	353,915	815,023	1,822,288	14.131				
2036	88,683,503	74,911	405,807	466,995	1,324,725	220,758	35,578	289,728	290,165	350,175	78,245	279,058	3,816,143	148,965	-	466,995	692,827	1,324,725	350,175	832,456	2,217,955	14.131				
2037	90,457,173	-	187,113	471,515	-	219,248	34,528	286,928	292,365	350,775	81,345	282,218	2,206,033	150,455	-	471,515	587,520	-	350,775	645,767	2,824,873	14.131				
2038	92,266,317	-	181,788	475,550	-	217,208	33,428	288,528	288,755	350,485	79,145	279,618	2,194,503	151,960	-	475,550	584,880	-	350,485	631,628	3,470,984	14.131				
2039	94,111,643	-	66,430	474,095	-	214,700	37,290	289,288	294,515	354,265	81,835	281,428	2,093,845	153,479	-	474,095	585,823	-	354,265	526,183	4,248,095	14.131				
2040	95,993,876	-	-	207,255	-	216,880	35,910	289,278	289,278	351,980	79,195	282,408	1,752,183	155,014	-	207,255	585,353	-	351,980	452,581	5,124,873	14.131				
2041	97,913,753	-	-	208,093	-	218,510	34,515	288,698	288,698	349,100	81,465	282,625	1,751,703	156,564	-	208,093	588,673	-	349,100	449,273	6,031,547	14.131				
2042	99,872,028	-	-	208,818	-	219,580	33,105	287,538	287,538	350,615	78,475	282,275	1,747,943	158,130	-	208,818	585,593	-	350,615	444,788	6,969,825	14.131				
2043	101,869,469	-	-	209,430	-	220,080	36,680	290,788	290,788	351,280	80,453	281,348	1,760,845	159,711	-	209,430	591,320	-	351,280	449,104	7,931,448	14.131				
2044	103,906,858	-	-	214,830	-	-	-	288,200	288,200	351,080	82,163	279,833	1,504,305	161,308	-	214,830	370,363	-	351,080	406,724	8,963,665	14.131				
2045	105,984,996	-	-	-	-	-	-	-	-	-	78,600	277,720	356,320	162,921	-	78,600	-	-	-	114,799	10,316,587	14.131				
Totals		2,286,289	11,961,735	9,415,506	20,478,323	4,159,955	660,435	5,786,445	5,819,414	7,027,501	1,601,427	5,618,961	74,815,990	3,366,015	1,925,000	9,415,506	14,516,131	20,478,323	7,027,501	18,087,515						

Employee Benefit Fund

2023 Budgeted Expenditures	2024 Budgeted Expenditures
\$1,168,672	\$1,354,650
(\$90,216) to Fund Balance	(\$201,122) to Fund Balance
<ul style="list-style-type: none">• Dedicated Mill Levy• Payroll Taxes• Employer KPERS Portion• Medicaid• FICA (Social Security) <p>FY22 Actuals for the Employee Benefit Fund came in much higher than normal. This was attributed to high health insurance claims. The FY24 budget includes an additional \$200,000 in claims funding availability in the event this happens again.</p>	<ul style="list-style-type: none">• Health Insurance• Workman's Comp/Unemployment• Expenses over budgeted due to volatility of Health Insurance marketplace

Emergency Equipment Fund

2023 Budgeted Expenditures	2024 Budgeted Expenditures
\$63,000	\$71,896
\$10,000 to Fund Balance	\$8,199 to Fund Balance

- Dedicated Mill Levy of 1 mill
- Continue transfer to Fleet Management Fund - \$30,000
- \$23,896 for capital outlay – \$5,000 for 3rd Flock Camera and \$18,896 for vehicle outfitting

General Fund Revenue

Revenues:	2021 ACTUAL	2022 ACTUAL	2023 BUDGET	2023 REVISED	2024 REQUESTED
Taxes	\$2,209,310	\$2,280,073	\$2,316,190	\$2,416,190	\$2,562,872
Licenses & Permits	\$681,001	\$801,928	\$661,150	\$726,150	\$744,886
Charges for Services & Fees	\$24,760	\$23,390	\$18,500	\$18,500	\$21,000
Fines & Forfeitures	\$148,613	\$150,363	\$134,500	\$134,500	\$162,000
Interest Earnings	\$764	\$18,866	\$10,501	\$40,000	\$25,000
Other Revenues	\$145,295	\$106,351	\$54,974	\$67,974	\$76,200
Miscellaneous	\$169,788	\$157,318	\$169,000	\$169,000	\$169,000
TOTAL REVENUE	\$3,379,530	\$3,538,289	\$3,364,815	\$3,572,314	\$3,760,958

General Fund Expenditures

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Expenditures:	2021 ACTUAL	2022 ACTUAL	2023 BUDGET	2023 REVISED	2024 REQUESTED
Administration Department	\$687,414	\$793,317	\$727,069	\$793,104	\$921,719
Community Development Department	\$220,388	\$233,239	\$249,190	\$231,690	\$265,540
Park & Public Buildings Department	\$472,425	\$539,401	\$556,180	\$578,562	\$635,142
Police Department	\$1,222,690	\$1,374,227	\$1,307,000	\$1,412,560	\$1,486,374
Fire Department	\$409,556	\$418,057	\$497,650	\$518,105	\$520,458
Legal & Court Department	\$167,268	\$172,409	\$175,100	\$176,201	\$178,700
TOTAL EXPENDITURES	\$3,179,740	\$3,530,651	\$3,512,189	\$3,710,222	\$4,007,934
Budgeted Income (Loss)	\$199,790	\$7,639	(\$147,343)	(\$137,908)	(\$246,975)
Without sick leave payout				(\$74,508)	(\$181,551)

General Fund Requests

- \$14,000 – Fire Hoses
- \$50,000 – Comprehensive Plan
- \$10,000 – Professional Services for replat of City Property (ground that was donated to the City near Safarik Tool)
- \$20,000 – Economic Development Resources*
- \$4,000 – McLaughlin Park Restroom Partitions
- \$4,000 – Sidewalk Point repairs at Lions Park
- \$19,500 – Electric, irrigation, and landscape for Ford Street City welcome sign
- \$25,000 – Trees for Meridian St. Project
- \$20,000 – Additional annual cost for new lighting on 5th and Ford streets*
- \$22,600 Laptop replacements for all Public Safety vehicles and all departments
- **\$189,100 in total requests**

**Currently in FY24 GF Budget*

Employee Handbook

• Sick Leave Payout	\$	63,400
• Standby Pay	\$	24,552
• Callback Pay	\$	17,909
• Clothing Reimb.	\$	4,500
• <u>Shift Differential</u>	\$	3,120
• Total	\$	113,481

HIP/CHIP/Tax Abatements

• HIP	\$	82,500
• CHIP	\$	8,275
• <u>Builder's First Source</u>	\$	54,236
• Total	\$	145,011

Annual Salary Compensation Increases

• Admin	\$	21,591
• CommDev	\$	5,500
• Court	\$	2,900
• Police	\$	44,000
• Fire	\$	8,000
• <u>Parks</u>	\$	8,300
• Total	\$	90,291

General Fund Budget Impacts

Special Streets and Highway

Gas Tax Distributions	2022 Actual	2023 Revised	2024 Estimated
State Distribution	\$200,191	\$199,680	\$198,200
County Transfer	\$88,821	\$87,960	\$87,300
Total	\$289,012	\$287,640	\$285,500

- 2023 Gas Tax estimates are in line with previous years.
- 2024 Gas Tax estimates are slightly less than 2023.

Special Streets and Highway

2023 Budgeted Expenditures	2024 Budgeted Expenditures
\$977,350	\$1,179,920
\$24,610 to Fund Balance	(\$184,920) to Fund Balance

- \$180,000 added back into system improvement line item
- \$100,000 CIP contribution has been left in the budget in the event sales tax revenues come in high
- Street Sweeper will be paid in full in FY25

Enterprise Funds

Fund	Revenue Source
Water	User Charges/Fees
Sewer	User Charges/Fees
Storm Water	User Charges/Flat monthly charge
Solid Waste	User Charge/Flat monthly charge



Water



2023 Budgeted Expenditures	2024 Budgeted Expenditures
\$2,079,280	\$2,303,971
(\$717) to Fund balance	(\$82,325) to Fund balance

- Wastewater subsidy has been removed
- Maintaining Water Reserve transfer
- \$30,000 for well maintenance program
- \$50,000 for extra water meters due to new development
- \$50,000 for hydrant replacement program
- Water rate study



Wastewater

- 2019-1 G.O. Bond – WWTP Phase III came under budget by approx. \$450k. Remaining funds were approved to be used for the waterline extension along Ford St towards Broadway
- 100% of KDHE 2009 loan is now being paid for by Wastewater
- \$23,000 UV bulb maintenance program

2023 Budgeted Expenditures	2024 Budgeted Expenditures
\$1,408,369	\$1,408,369
(\$28,785) to Fund Balance	(\$109,378) to Fund Balance

- Major system improvement items for 2024 include Abilene Lift Station and potentially lining of sewer main along Meridian near Goff St.
- Will start looking at Aeration basin solution this year along with creating a plan for funding. Will include wastewater in the rate study planned for the water treatment plant



Stormwater

2023 Budgeted Expenditures	2024 Budgeted Expenditures
\$327,600	\$359,200
(\$4,600) to Fund balance	(\$34,200) to Fund balance

Update: In 2021 City Council approved to lower the stormwater fee from \$8.12 to \$8.00 with no increases through FY24.

- System Improvement – Reallocation to CIP for street projects- \$75,000/year
- Recommended – Continue transferring \$50,000/year and put towards Meridian Projects until permanent financing is completed



Solid Waste

- Began partnership with Waste Connections in 2021
- Admin fee has remained flat
- \$20,000 for new utility bill folding/stuffing machine (Equipment Reserve)
 - Was approved for 2023 – may still purchase in 2023 pending quotes and pricing

2023 Budgeted Expenditures	2024 Budgeted Expenditures
\$615,280	\$613,820
\$1,511 to Fund Balance	(\$13,744) to Fund Balance

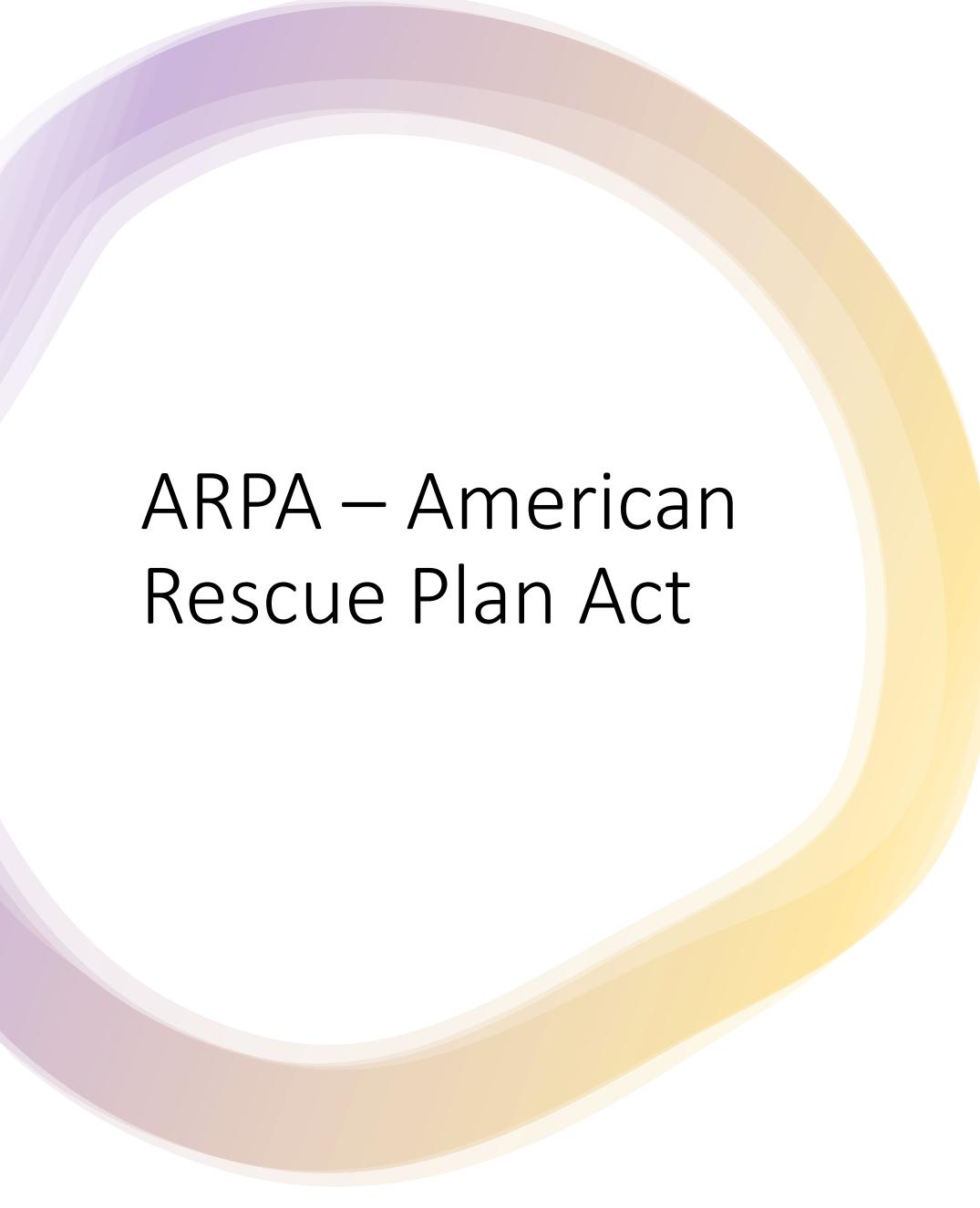
Solid waste monthly rates increase 2% annually based on our contract with Waste Connections



Enterprise Funds Requests



Water	Wastewater	Solid Waste	Stormwater
\$50,000 – Water Meters	\$120,000 Sewer line lining on Meridian and Abilene Lift Station	\$20,000 New Bill Folding/Stuffing Machine	\$75,000 Allocated to CIP Projects
\$50,000 Fire Hydrant Replacements		-	\$50,000 Transfer for Meridians Projects



ARPA – American Rescue Plan Act

The City of Valley Center received a total of \$1,117,862.04 in funding. We received \$558,931.02 in July of 2021 and \$558,931.02 in June of 2022.

\$418,907.23 has been spent to date on public safety equipment. (Radios/Car and Body Cameras)

\$698,954.81 in remaining ARPA funding has been allocated towards to the Design and construction of a new Water Treatment Plant for the City.

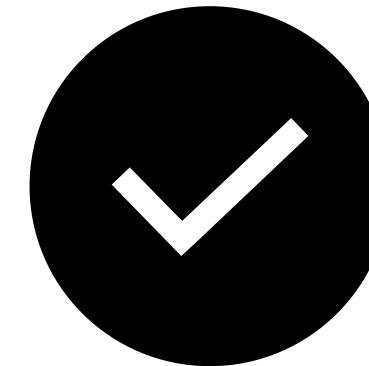
Next Steps



FEEDBACK ON FIRST DRAFT



FEEDBACK ON
DEPARTMENT REQUESTS



COMPREHENSIVE BUDGET
DISCUSSION ON JULY 11TH

Questions?



NEW BUSINESS
RECOMMENDED ACTION

H. VALLEY CENTER 2024 BUDGET – FIRST DRAFT:

Should Council choose to proceed,

RECOMMENDED ACTION:

For discussion and guidance on budget requests to be included in the comprehensive budget discussion on July 11th. No official action to be taken.

CONSENT AGENDA

- A. APPROPRIATION ORDINANCE – JUNE 20, 2023**
- B. CHECK RECONCILIATION - MAY 2023**
- C. TREASURER'S REPORT – MAY 2023**
- D. REVENUE AND EXPENSE SUMMARIES – MAY 2023**
- E. LIONS PARK USE REQUEST – JUNE 25TH – PATHWAY CHURCH**

RECOMMENDED ACTION:

Staff recommends motion to approve the Consent Agenda as presented.

CONSENT AGENDA

A. APPROPRIATION ORDINANCE:

Below is the proposed Appropriation Ordinance for June 20, 2023, as prepared by City Staff.

June 20, 2023, Appropriation

Total	\$ 863,041.29
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VENDOR SET: 02 City of Valley Center

BANK: APBK INTRUST CHECKING

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

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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
0035	BARRY ARBUCKLE							
I-202306010341	BARRY ARBUCKLE	R	6/02/2023	800.00		055348		800.00
0042	LARRY LINN							
I-202306010338	LARRY LINN	R	6/02/2023	1,700.00		055349		1,700.00
0088	DONDLINGER & SONS CONSTRUCTION							
I-202306010353	DONDLINGER & SONS CONSTRUCTION	R	6/02/2023	6,956.00		055350		6,956.00
0113	VALLEY PRINT LOGISTICS							
I-202306010359	VALLEY PRINT LOGISTICS	R	6/02/2023	1,094.62		055351		1,094.62
0156	BEALL & MITCHELL, LLC							
I-202306010339	BEALL & MITCHELL, LLC	R	6/02/2023	1,850.00		055352		1,850.00
0179	INTERLINGUAL INTERPRETING SERV							
I-202306010344	INTERLINGUAL INTERPRETING SERV	R	6/02/2023	77.50		055353		77.50
0183	KANSAS ONE-CALL SYSTEM, INC							
I-202306010336	KANSAS ONE-CALL SYSTEM, INC	R	6/02/2023	186.00		055354		186.00
0196	P E C (PROFESSIONAL ENGINEERIN							
I-202306010356	P E C (PROFESSIONAL ENGINEERIN	R	6/02/2023	31,393.60		055355		31,393.60
0224	SUMNERONE, INC.							
I-202306010345	SUMNERONE, INC.	R	6/02/2023	178.42		055356		178.42
0395	VALLEY CENTER HISTORICAL & CUL							
I-202306010366	VALLEY CENTER HISTORICAL & CUL	R	6/02/2023	319.70		055357		319.70
0457	CHRISTOPHER MICHAEL LEE DAVIS,							
I-202306010335	CHRISTOPHER MICHAEL LEE DAVIS,	R	6/02/2023	275.00		055358		275.00
0601	JOY K. WILLIAMS, ATTORNEY AT L							
I-202306010340	JOY K. WILLIAMS, ATTORNEY AT L	R	6/02/2023	1,350.00		055359		1,350.00
0639	ARMSCOR CARTRIDGE INCORPORATED							
I-202306010355	ARMSCOR CARTRIDGE INCORPORATED	R	6/02/2023	6,600.00		055360		6,600.00
0656	DRAGONFLY LAWN & TREE CARE LLC							
I-202306010342	DRAGONFLY LAWN & TREE CARE LLC	R	6/02/2023	1,060.00		055361		1,060.00
0768	MABCD							
I-202306010337	MABCD	R	6/02/2023	468.00		055362		468.00

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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
0784	MERIDIAN ANALYTICAL LABS, LLC							
	I-202306010354	MERIDIAN ANALYTICAL LABS, LLC	R	6/02/2023	700.00		055363	700.00
0796	BARDAVON HEALTH INNOVATIONS							
	I-202306010334	BARDAVON HEALTH INNOVATIONS	R	6/02/2023	220.00		055364	220.00
0817	H.M.S. LLC							
	I-202306010346	H.M.S. LLC	R	6/02/2023	231.95		055365	231.95
0824	GALLS, LLC							
	I-202306010358	GALLS, LLC	R	6/02/2023	1,270.81		055366	1,270.81
0825	UNITED INDUSTRIES INCORPORATED							
	I-202306010351	UNITED INDUSTRIES INCORPORATED	R	6/02/2023	1,625.27		055367	1,625.27
0955	RECREATION SUPPLY COMPANY							
	I-202306010343	RECREATION SUPPLY COMPANY	R	6/02/2023	616.18		055368	616.18
1085	DERBY OVERHEAD COMPANY							
	I-202306010350	DERBY OVERHEAD COMPANY	R	6/02/2023	413.70		055369	413.70
1114	HORNET PRODUCTS							
	I-202306010357	HORNET PRODUCTS	R	6/02/2023	454.00		055370	454.00
1149	MUNICIPAL SUPPLY INC. OF WICHI							
	I-202306010360	MUNICIPAL SUPPLY INC. OF WICHI	R	6/02/2023	685.50		055371	685.50
1162	CUT RATES LAWN CARE LLC							
	I-202306010347	CUT RATES LAWN CARE LLC	R	6/02/2023	2,120.00		055372	2,120.00
1199	NATIONWIDE							
	I-202306010362	NATIONWIDE	R	6/02/2023	50.00		055373	50.00
1226	THE TAP OF KANSAS							
	I-202306010348	THE TAP OF KANSAS	R	6/02/2023	45.53		055374	45.53
1234	FLEET FUELS LLC							
	I-202306010352	FLEET FUELS LLC	R	6/02/2023	1,777.92		055375	1,777.92
1331	BUILDERS FIRST SOURCE							
	I-202306010364	BUILDERS FIRST SOURCE	R	6/02/2023	3,113.24		055376	3,113.24
1333	LANG DIESEL INC.							
	I-202306010333	LANG DIESEL INC.	R	6/02/2023	2,861.02		055377	2,861.02

VENDOR SET: 02 City of Valley Center

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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
1334	ADVANCE PLUMBING							
	I-202306010349	ADVANCE PLUMBING	R	6/02/2023	850.00		055378	850.00
1335	SGH CONCEPTS							
	I-202306010361	SGH CONCEPTS	R	6/02/2023	2,930.00		055379	2,930.00
1336	ROD COMPTON							
	I-202306010363	ROD COMPTON	R	6/02/2023	157.50		055380	157.50
1337	EMPRISE BANK							
	I-202306010365	EMPRISE BANK	R	6/02/2023	286.25		055381	286.25
1338	HALSTEAD BANK							
	I-202306010367	HALSTEAD BANK	R	6/02/2023	2,194.15		055382	2,194.15
1340	PHYLLIS ELAINE TAYLOR							
	I-202306010369	PHYLLIS ELAINE TAYLOR	R	6/02/2023	213.72		055383	213.72
1341	KENT COURTNEY							
	I-202306010370	KENT COURTNEY	R	6/02/2023	148.00		055384	148.00
1342	DELILAH CROSSETTE							
	I-202306010371	DELILAH CROSSETTE	R	6/02/2023	153.50		055385	153.50
0404	SECURITY 1ST TITLE							
	I-202306070397	SECURITY 1ST TITLE	R	6/08/2023	598,875.16		055386	598,875.16
1	TOUPIN, KIMBERLY							
	I-000202306050372	US REFUND	R	6/09/2023	29.60		055387	29.60
0061	VALLEY CENTER PUBLIC LIBRARY							
	I-202306060374	VALLEY CENTER PUBLIC LIBRARY	R	6/09/2023	111,421.81		055390	111,421.81
0077	KANSAS OFFICE OF THE TREASURER							
	I-202306060373	KANSAS OFFICE OF THE TREASURER	R	6/09/2023	2,526.06		055391	2,526.06
0088	DONDLINGER & SONS CONSTRUCTION							
	I-202306060379	DONDLINGER & SONS CONSTRUCTION	R	6/09/2023	6,750.00		055392	6,750.00
0098	VALLEY CENTER POSTMASTER							
	I-202306060385	VALLEY CENTER POSTMASTER	R	6/09/2023	178.00		055393	178.00
0113	VALLEY PRINT LOGISTICS							
	I-202306080400	VALLEY PRINT LOGISTICS	R	6/09/2023	683.77		055394	683.77

VENDOR SET: 02 City of Valley Center

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

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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
0150	AT&T MOBILITY							
	I-202306070396	AT&T MOBILITY	R	6/09/2023	1,031.64		055395	1,031.64
0153	ARK VALLEY NEWS							
	I-202306060376	ARK VALLEY NEWS	R	6/09/2023	122.36		055396	122.36
0162	CIVIC PLUS							
	I-202306060394	CIVIC PLUS	R	6/09/2023	2,732.46		055397	2,732.46
0226	RURAL WATER DISTRICT #2							
	I-202306060383	RURAL WATER DISTRICT #2	R	6/09/2023	59.39		055398	59.39
0302	RAILROAD MGMT CO III, LLC							
	I-202306070398	RAILROAD MGMT CO III, LLC	R	6/09/2023	344.67		055399	344.67
0306	SEDWICK COUNTY							
	I-202306060378	SEDWICK COUNTY	R	6/09/2023	1,102.40		055400	1,102.40
0542	GIANT COMMUNICATIONS							
	I-202306060387	GIANT COMMUNICATIONS	R	6/09/2023	2,105.46		055401	2,105.46
0569	AQUA PRODUCTS K.C							
	I-202306060392	AQUA PRODUCTS K.C	R	6/09/2023	195.00		055402	195.00
0799	ELITE FRANCHISING INC DBA JANI							
	I-202306060380	ELITE FRANCHISING INC DBA JANI	R	6/09/2023	3,257.61		055403	3,257.61
0815	KONICA MINOLTA BUSINESS SOLUTI							
	I-202306080402	KONICA MINOLTA BUSINESS SOLUTI	R	6/09/2023	113.00		055404	113.00
0817	H.M.S. LLC							
	I-202306060377	H.M.S. LLC	R	6/09/2023	884.83		055405	884.83
0824	GALLS, LLC							
	I-202306080401	GALLS, LLC	R	6/09/2023	216.40		055406	216.40
0898	GREATER WICHITA YMCA							
	I-202306060388	GREATER WICHITA YMCA	R	6/09/2023	43.75		055407	43.75
1004	IMAGINE IT, INC.							
	I-202306060381	IMAGINE IT, INC.	R	6/09/2023	1,556.00		055408	1,556.00
1056	WEX BANK							
	I-202306060375	WEX BANK	R	6/09/2023	7,055.04		055409	7,055.04

VENDOR SET: 02 City of Valley Center

BANK: APBK INTRUST CHECKING

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

June 20, 2023 City Council Agenda Page 118

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
1082	T-MOBILE							
	I-202306060386	T-MOBILE	R	6/09/2023	634.05	055410		634.05
1343	NATIONAL PLASTICS INC.							
	I-202306060384	NATIONAL PLASTICS INC.	R	6/09/2023	4,241.60	055411		4,241.60
1344	RACHELLE GRADY							
	I-202306060389	RACHELLE GRADY	R	6/09/2023	266.50	055412		266.50
1345	BRIAN CARROLL							
	I-202306060390	BRIAN CARROLL	R	6/09/2023	262.49	055413		262.49
1346	BRYSON ROSS & MEGHAN ARNOLD							
	I-202306060391	BRYSON ROSS & MEGHAN ARNOLD	R	6/09/2023	151.40	055414		151.40
1347	AJW INVESTMENTS							
	I-202306060395	AJW INVESTMENTS	R	6/09/2023	351.12	055415		351.12
1348	THE RADAR SHOP INC.							
	I-202306070399	THE RADAR SHOP INC.	R	6/09/2023	105.00	055416		105.00

* * T O T A L S * *

	NO	INVOICE	AMOUNT	DISCOUNTS	CHECK	AMOUNT
REGULAR CHECKS:	67		824,723.65	0.00		824,723.65
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

	NO	INVOICE	AMOUNT	DISCOUNTS	CHECK	AMOUNT
VENDOR SET: 02 BANK: APBK TOTALS:	67		824,723.65	0.00		824,723.65

VENDOR SET: 03 City of Valley Center

June 20, 2023 City Council Agenda Page 119

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	AMOUNT		NO	STATUS	AMOUNT
0142	CODY BUCHANAN							
I-202306060393	CODY BUCHANAN	R	6/09/2023	149.99		055388		149.99

* * * T O T A L S * *

	NO	INVOICE	AMOUNT	DISCOUNTS	CHECK	AMOUNT
REGULAR CHECKS:	1		149.99	0.00		149.99
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

	NO	INVOICE	AMOUNT	DISCOUNTS	CHECK	AMOUNT
VENDOR SET: 03 BANK: APBK TOTALS:	1		149.99	0.00		149.99

VENDOR SET: 04 City of Valley Center

June 20, 2023 City Council Agenda Page 120

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	AMOUNT		NO	STATUS	AMOUNT
0218	BUILDERS FIRST SOURCE							
I-202305250330	BUILDERS FIRST SOURCE	R	5/26/2023	38,067.65		055347		38,067.65

0219	MATTHEW ROBERTS							
I-202306060382	MATTHEW ROBERTS	R	6/09/2023	100.00		055389		100.00

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		2	38,167.65	0.00	38,167.65
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	0.00	0.00	0.00
			VOID DEBITS		
			0.00		
			VOID CREDITS		
			0.00		

TOTAL ERRORS: 0

VENDOR SET: 04	BANK: APBK	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			2	38,167.65	0.00	38,167.65
BANK: APBK		TOTALS:	70	863,041.29	0.00	863,041.29
REPORT TOTALS:			70	863,041.29	0.00	863,041.29

SELECTION CRITERIA

VENDOR SET: * - All
VENDOR: ALL
BANK CODES: All
FUNDS: All

CHECK SELECTION

CHECK RANGE: 055347 THRU 055416
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

CONSENT AGENDA

B. CHECK RECONCILIATION – MAY 2023:

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

CHECK DATE: **5/08/2023** City Council Agenda Page 123
 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
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BANK DRAFT:

1000-001.000	5/05/2023	BANK-DRAFT001523	KANSAS DEPT OF REVENUE	5,047.46CR	POSTED	A	5/31/2023
1000-001.000	5/05/2023	BANK-DRAFT001524	KANSAS PAYMENT CENTER	703.50CR	POSTED	A	5/08/2023
1000-001.000	5/05/2023	BANK-DRAFT001525	KPERS	27,152.68CR	POSTED	A	5/08/2023
1000-001.000	5/05/2023	BANK-DRAFT001526	EMPOWER FINANCIAL	1,891.24CR	POSTED	A	5/31/2023
1000-001.000	5/05/2023	BANK-DRAFT001527	IRS- DEPARTMENT OF THE TREASUR	26,559.76CR	POSTED	A	5/31/2023
1000-001.000	5/05/2023	BANK-DRAFT001528	MID AMERICAN CREDIT UNION	532.30CR	POSTED	A	5/08/2023
1000-001.000	5/05/2023	BANK-DRAFT001529	ALLIED BENEFIT-ATF2	3,337.54CR	POSTED	A	5/08/2023
1000-001.000	5/19/2023	BANK-DRAFT001530	KANSAS DEPT OF REVENUE	4,838.91CR	POSTED	A	5/22/2023
1000-001.000	5/19/2023	BANK-DRAFT001531	KANSAS PAYMENT CENTER	703.50CR	POSTED	A	5/18/2023
1000-001.000	5/19/2023	BANK-DRAFT001532	KPERS	25,744.84CR	POSTED	A	5/25/2023
1000-001.000	5/19/2023	BANK-DRAFT001533	EMPOWER FINANCIAL	1,891.24CR	POSTED	A	5/22/2023
1000-001.000	5/19/2023	BANK-DRAFT001534	IRS- DEPARTMENT OF THE TREASUR	25,913.44CR	POSTED	A	5/22/2023
1000-001.000	5/19/2023	BANK-DRAFT001535	MID AMERICAN CREDIT UNION	532.30CR	POSTED	A	5/18/2023
1000-001.000	5/31/2023	BANK-DRAFT	IRS- DEPARTMENT OF THE TREASUR	45.92CR	POSTED	A	5/31/2023
1000-001.000	5/31/2023	BANK-DRAFT001536	COX COMMUNICATIONS KANSAS LLC	606.40CR	POSTED	A	5/31/2023
1000-001.000	5/31/2023	BANK-DRAFT001537	KANSAS GAS SERVICE	2,277.43CR	POSTED	A	5/31/2023
1000-001.000	5/31/2023	BANK-DRAFT001538	EVERGY KANSAS CENTRAL, INC.	17,262.56CR	POSTED	A	5/31/2023
1000-001.000	5/31/2023	BANK-DRAFT001539	KANSAS DEPT OF REVENUE	1,047.21CR	POSTED	A	5/25/2023
1000-001.000	5/31/2023	BANK-DRAFT001540	ENTERPRISE FLEET MANAGEMENT	13,452.81CR	POSTED	A	5/22/2023
1000-001.000	5/31/2023	BANK-DRAFT001547	ALLIED BENEFIT-ATF2	66,937.20CR	POSTED	A	5/31/2023
1000-001.000	5/31/2023	BANK-DRAFT001548	FLEXIBLE BENEFIT SERVICE CORPO	466.97CR	POSTED	A	5/31/2023
1000-001.000	5/31/2023	BANK-DRAFT001549	FLEXIBLE BENEFIT SERVICE CORPO	2,390.63CR	POSTED	A	5/31/2023
1000-001.000	5/31/2023	BANK-DRAFT001550	KANSAS OFFICE OF THE TREASURER	471,135.25CR	POSTED	A	5/31/2023

CHECK:

1000-001.000	5/05/2023	CHECK	055184	VERIZON WIRELESS SERVICES, LLC	50.04CR	POSTED	A	5/17/2023
1000-001.000	5/05/2023	CHECK	055185	KANSAS SECRETARY OF STATE	25.00CR	POSTED	A	5/17/2023
1000-001.000	5/05/2023	CHECK	055186	VALLEY PRINT LOGISTICS	422.34CR	POSTED	A	5/17/2023
1000-001.000	5/05/2023	CHECK	055187	AT&T MOBILITY	9,201.13CR	POSTED	A	5/09/2023
1000-001.000	5/05/2023	CHECK	055188	ARK VALLEY NEWS	199.68CR	POSTED	A	5/10/2023
1000-001.000	5/05/2023	CHECK	055189	KANSAS ONE-CALL SYSTEM, INC	98.40CR	POSTED	A	5/18/2023
1000-001.000	5/05/2023	CHECK	055190	P E C (PROFESSIONAL ENGINEERIN	21,093.85CR	POSTED	A	5/09/2023
1000-001.000	5/05/2023	CHECK	055191	SUMNERONE, INC.	262.75CR	POSTED	A	5/17/2023
1000-001.000	5/05/2023	CHECK	055192	RURAL WATER DISTRICT #2	41.38CR	POSTED	A	5/08/2023
1000-001.000	5/05/2023	CHECK	055193	GIANT COMMUNICATIONS	2,105.87CR	POSTED	A	5/17/2023
1000-001.000	5/05/2023	CHECK	055194	KONICA MINOLTA BUSINESS SOLUTI	91.58CR	POSTED	A	5/17/2023
1000-001.000	5/05/2023	CHECK	055195	H.M.S. LLC	209.94CR	POSTED	A	5/10/2023
1000-001.000	5/05/2023	CHECK	055196	FIRE PROTECTION SERVICES INC	360.00CR	POSTED	A	5/17/2023
1000-001.000	5/05/2023	CHECK	055197	GREATER WICHITA YMCA	43.75CR	POSTED	A	5/17/2023
1000-001.000	5/05/2023	CHECK	055198	EMBLEM USA	200.00CR	POSTED	A	5/08/2023
1000-001.000	5/05/2023	CHECK	055199	FELD FIRE	438.78CR	POSTED	A	5/17/2023
1000-001.000	5/05/2023	CHECK	055200	IMAGINE IT, INC.	1,604.40CR	POSTED	A	5/09/2023
1000-001.000	5/05/2023	CHECK	055201	WEX BANK	7,173.38CR	POSTED	A	5/10/2023
1000-001.000	5/05/2023	CHECK	055202	T-MOBILE	704.84CR	POSTED	A	5/17/2023

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

CHECK DATE: 5/10/2023 City Council Agenda Page 124
 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
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CHECK:

1000-001.000	5/05/2023	CHECK	055203	DEAN E NORRIS, INC.	387.50CR	POSTED	A	5/17/2023
1000-001.000	5/05/2023	CHECK	055204	CUT RATES LAWN CARE LLC	760.00CR	POSTED	A	5/10/2023
1000-001.000	5/05/2023	CHECK	055205	FLEET FUELS LLC	339.95CR	POSTED	A	5/17/2023
1000-001.000	5/05/2023	CHECK	055206	WILDCAT CONSTRUCTION CO., INC	414,734.82CR	POSTED	A	5/10/2023
1000-001.000	5/05/2023	CHECK	055207	SCHAEFER JOHNSON COX FREY ARCH	12,699.83CR	POSTED	A	5/17/2023
1000-001.000	5/05/2023	CHECK	055208	AUTOMATION DESIGNS LLC	858.00CR	POSTED	A	5/10/2023
1000-001.000	5/05/2023	CHECK	055209	RYAN SHRACK	281.44CR	POSTED	A	5/10/2023
1000-001.000	5/05/2023	CHECK	055210	BRITTNEY ORTEGA	13.95CR	POSTED	A	5/08/2023
1000-001.000	5/05/2023	CHECK	055211	MIES CONSTRUCTION INC	273,863.15CR	POSTED	A	5/10/2023
1000-001.000	5/12/2023	CHECK	055212	BARRY ARBUCKLE	800.00CR	POSTED	A	5/17/2023
1000-001.000	5/12/2023	CHECK	055213	LARRY LINN	1,700.00CR	POSTED	A	5/22/2023
1000-001.000	5/12/2023	CHECK	055214	AT&T MOBILITY	783.56CR	POSTED	A	5/17/2023
1000-001.000	5/12/2023	CHECK	055215	BEALL & MITCHELL, LLC	1,850.00CR	POSTED	A	5/22/2023
1000-001.000	5/12/2023	CHECK	055216	UNDERGROUND VAULTS & STORAGE	6.20CR	POSTED	A	5/22/2023
1000-001.000	5/12/2023	CHECK	055217	KANSAS JUDICIAL COUNCIL	45.00CR	POSTED	A	5/22/2023
1000-001.000	5/12/2023	CHECK	055218	SEDWICK COUNTY	1,449.55CR	POSTED	A	5/17/2023
1000-001.000	5/12/2023	CHECK	055219	CHRISTOPHER MICHAEL LEE DAVIS,	125.00CR	POSTED	A	5/31/2023
1000-001.000	5/12/2023	CHECK	055220	B & B ELECTRIC MOTOR CO.	2,893.00CR	POSTED	A	5/17/2023
1000-001.000	5/12/2023	CHECK	055221	JOY K. WILLIAMS, ATTORNEY AT L	1,350.00CR	POSTED	A	5/31/2023
1000-001.000	5/12/2023	CHECK	055222	DRAGONFLY LAWN & TREE CARE LLC	1,940.00CR	POSTED	A	5/18/2023
1000-001.000	5/12/2023	CHECK	055223	ELITE FRANCHISING INC DBA JANI	1,370.44CR	POSTED	A	5/17/2023
1000-001.000	5/12/2023	CHECK	055224	GALLS, LLC	242.82CR	POSTED	A	5/18/2023
1000-001.000	5/12/2023	CHECK	055225	SHIRE GRAPHICS	835.83CR	POSTED	A	5/17/2023
1000-001.000	5/12/2023	CHECK	055226	FLEXIBLE BENEFIT SERVICE CORPO	246.00CR	POSTED	A	5/22/2023
1000-001.000	5/12/2023	CHECK	055227	WASTE CONNECTIONS OF KANSAS, I	44,970.19CR	POSTED	A	5/18/2023
1000-001.000	5/12/2023	CHECK	055228	MUNICIPAL SUPPLY INC. OF WICH	142.75CR	POSTED	A	5/17/2023
1000-001.000	5/12/2023	CHECK	055229	APEX EXCAVATING, LLC	184,773.51CR	POSTED	A	5/17/2023
1000-001.000	5/12/2023	CHECK	055230	5GK LLC	1,876.65CR	POSTED	A	5/22/2023
1000-001.000	5/12/2023	CHECK	055231	INNOVATIVE ELECTRIC LLC	3,200.00CR	POSTED	A	5/18/2023
1000-001.000	5/12/2023	CHECK	055232	WILLIAM ARICK	244.47CR	OUTSTND	A	0/00/0000
1000-001.000	5/12/2023	CHECK	055233	ARTHUR STEVENS	353.25CR	POSTED	A	5/31/2023
1000-001.000	5/19/2023	CHECK	055234	AFLAC	498.81CR	CLEARED	A	6/12/2023
1000-001.000	5/19/2023	CHECK	055235	DELTA DENTAL OF KANSAS, INC.	3,155.23CR	POSTED	A	5/31/2023
1000-001.000	5/19/2023	CHECK	055236	SURENCY LIFE AND HEALTH	721.48CR	POSTED	A	5/25/2023
1000-001.000	5/19/2023	CHECK	055237	SOUTHERN KS-NORTHERN OKLAHOMA	75.00CR	CLEARED	A	6/12/2023
1000-001.000	5/19/2023	CHECK	055238	CITY OF WICHITA	7,056.00CR	POSTED	A	5/25/2023
1000-001.000	5/19/2023	CHECK	055239	KANSAS OFFICE OF THE TREASURER	3,060.51CR	POSTED	A	5/25/2023
1000-001.000	5/19/2023	CHECK	055240	MCCULLOUGH EXCAVATION INC	8,217.50CR	POSTED	A	5/25/2023
1000-001.000	5/19/2023	CHECK	055241	PITNEY BOWES	604.50CR	POSTED	A	5/31/2023
1000-001.000	5/19/2023	CHECK	055242	CTA (COMMUNICATIONS TECHNOLOGY	45.00CR	POSTED	A	5/25/2023
1000-001.000	5/19/2023	CHECK	055243	NOWAK CONSTRUCTION CO., INC.	45,966.64CR	POSTED	A	5/25/2023
1000-001.000	5/19/2023	CHECK	055244	B & B ELECTRIC MOTOR CO.	477.00CR	POSTED	A	5/25/2023
1000-001.000	5/19/2023	CHECK	055245	BARDAVON HEALTH INNOVATIONS	110.00CR	POSTED	A	5/25/2023
1000-001.000	5/19/2023	CHECK	055246	GALLS, LLC	870.52CR	POSTED	A	5/31/2023

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

CHECK DATE: 5June20;2023 City Council Agenda Page 125
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 DATA

CHECK:

5/19/2023	CHECK	055247	FIRE PROTECTION SERVICES INC	250.00CR	POSTED	A	5/25/2023	
5/19/2023	CHECK	055248	CONKLIN CARS NEWTON FORD LINCO	287.49CR	POSTED	A	5/25/2023	
5/19/2023	CHECK	055249	FELD FIRE	344.50CR	POSTED	A	5/25/2023	
5/19/2023	CHECK	055250	IMAGINE IT, INC.	7,679.96CR	POSTED	A	5/25/2023	
5/19/2023	CHECK	055251	RED EQUIPMENT LLC.	957.70CR	POSTED	A	5/31/2023	
5/19/2023	CHECK	055252	THE INSURANCE GUYS	212.50CR	POSTED	A	5/31/2023	
5/19/2023	CHECK	055253	AMERICAN PUBLIC WORKS ASSOCIAT	229.00CR	POSTED	A	5/25/2023	
5/19/2023	CHECK	055254	CUT RATES LAWN CARE LLC	8,302.71CR	POSTED	A	5/25/2023	
5/19/2023	CHECK	055255	SHORT ELLIOT HENDRICKSON, INC.	109,304.74CR	POSTED	A	5/31/2023	
5/19/2023	CHECK	055256	SCHAEFER JOHNSON COX FREY ARCH	583,007.15CR	POSTED	A	5/25/2023	
5/19/2023	CHECK	055257	TROJAN TECHNOLOGIES	1,853.00CR	POSTED	A	5/25/2023	
5/19/2023	CHECK	055258	BRYCE CARTLAND	87.50CR	POSTED	A	5/25/2023	
5/19/2023	CHECK	055259	HAROLD L BOHLMANN	197.50CR	POSTED	A	5/31/2023	
5/19/2023	CHECK	055260	DENNIS A DAHNA	231.88CR	POSTED	A	5/25/2023	
5/19/2023	CHECK	055261	FOREST & JAN BROWN	285.00CR	POSTED	A	5/25/2023	
5/19/2023	CHECK	055262	KAY A KOEHLER	93.75CR	POSTED	A	5/25/2023	
5/19/2023	CHECK	055263	VICKI J ROMIG	235.63CR	OUTSTND	A	0/00/0000	
5/19/2023	CHECK	055264	NORA & SPENSER CALLISON	275.00CR	POSTED	A	5/25/2023	
5/19/2023	CHECK	055265	ELIZABETH BLUE	225.00CR	POSTED	A	5/31/2023	
5/19/2023	CHECK	055266	DALTON HAIGHT	130.50CR	POSTED	A	5/25/2023	
5/19/2023	CHECK	055267	KIM ANG NOV	255.26CR	CLEARED	A	6/12/2023	
5/19/2023	CHECK	055268	CHRISTOPHER F SCARTH	196.88CR	POSTED	A	5/25/2023	
5/19/2023	CHECK	055269	ROGER MALCOM	249.04CR	POSTED	A	5/31/2023	
5/19/2023	CHECK	055270	LISA UNCAPHER	137.50CR	OUTSTND	A	0/00/0000	
5/19/2023	CHECK	055271	BRYAN UNDERHILL	203.50CR	POSTED	A	5/25/2023	
5/19/2023	CHECK	055272	DENNIS LOHMAN	238.00CR	POSTED	A	5/31/2023	
5/19/2023	CHECK	055273	MICHELE GREENE	248.75CR	POSTED	A	5/31/2023	
5/19/2023	CHECK	055274	MICHELLE JEFFRIES	268.88CR	POSTED	A	5/25/2023	
5/19/2023	CHECK	055275	JACK R & MARY A GEORGE	212.50CR	POSTED	A	5/25/2023	
5/26/2023	CHECK	055276	INTRUST CARD CENTER	12,028.52CR	POSTED	A	5/31/2023	
5/26/2023	CHECK	055277	JACK HENRY & ASSOCIATES, INC.	2,161.64CR	POSTED	A	5/31/2023	
5/26/2023	CHECK	055278	VALLEY PRINT LOGISTICS	259.01CR	POSTED	A	5/31/2023	
5/26/2023	CHECK	055279	EMERGENCY FIRE EQUIPMENT	915.70CR	CLEARED	A	6/12/2023	
5/26/2023	CHECK	055280	TRAFFIC CONTROL SERVICES, INC.	15,715.63CR	POSTED	A	5/31/2023	
5/26/2023	CHECK	055281	CITY OF WICHITA	65,220.72CR	POSTED	A	5/31/2023	
5/26/2023	CHECK	055282	CINTAS CORPORATION NO 2	68.88CR	CLEARED	A	6/12/2023	
5/26/2023	CHECK	055283	USA BLUEBOOK	2,274.50CR	OUTSTND	A	0/00/0000	
5/26/2023	CHECK	055284	FLUID EQUIPMENT	3,111.30CR	CLEARED	A	6/12/2023	
5/26/2023	CHECK	055285	OFFICE OF ACCOUNTS	175.00CR	CLEARED	A	6/12/2023	
5/26/2023	CHECK	055286	MERIDIAN ANALYTICAL LABS, LLC	297.50CR	CLEARED	A	6/12/2023	
5/26/2023	CHECK	055287	GALLS, LLC	VOIDED	671.28CR	VOIDED	A	5/26/2023
5/26/2023	CHECK	055288	FELD FIRE	318.75CR	CLEARED	A	6/12/2023	
5/26/2023	CHECK	055289	IMAGINE IT, INC.	935.00CR	POSTED	A	5/31/2023	
5/26/2023	CHECK	055290	AQUAFIX	838.15CR	POSTED	A	5/31/2023	

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

CHECK DATE: 5/26/2023
 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
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CHECK:

1000-001.000	5/26/2023	CHECK	055291	GORDON CPA LLC	6,935.00CR	POSTED	A	5/31/2023
1000-001.000	5/26/2023	CHECK	055292	THE TAP OF KANSAS	246.48CR	POSTED	A	5/31/2023
1000-001.000	5/26/2023	CHECK	055293	SHORT ELLIOT HENDRICKSON, INC.	31,144.90CR	CLEARED	A	6/12/2023
1000-001.000	5/26/2023	CHECK	055294	MCCOWNGORDON CONSTRUCTION, LLC	367,867.05CR	POSTED	A	5/31/2023
1000-001.000	5/26/2023	CHECK	055295	BRENT REDDEN	260.03CR	OUTSTND	A	0/00/0000
1000-001.000	5/26/2023	CHECK	055296	BARCODES LLC	5,996.84CR	CLEARED	A	6/12/2023
1000-001.000	5/26/2023	CHECK	055297	MARY SCHWANKE	145.39CR	POSTED	A	5/31/2023
1000-001.000	5/26/2023	CHECK	055298	NOEL LAWN CARE, LLC	200.00CR	POSTED	A	5/31/2023
1000-001.000	5/26/2023	CHECK	055299	SHAD A EICKBUSH	613.41CR	CLEARED	A	6/12/2023
1000-001.000	5/26/2023	CHECK	055300	KEVIN SHAW	287.50CR	POSTED	A	5/31/2023
1000-001.000	5/26/2023	CHECK	055301	ERIK D RIFFEL	187.50CR	POSTED	A	5/31/2023
1000-001.000	5/26/2023	CHECK	055302	RESCUE SPECIALISTS LLC	575.00CR	CLEARED	A	6/12/2023
1000-001.000	5/26/2023	CHECK	055303	BRANDON & HEATHER CULP	1,619.13CR	OUTSTND	A	0/00/0000
1000-001.000	5/26/2023	CHECK	055304	PETER & HEATHER BASTIAN	2,406.70CR	CLEARED	A	6/12/2023
1000-001.000	5/26/2023	CHECK	055305	AARON & BRITTANY MCCARY	1,590.28CR	CLEARED	A	6/12/2023
1000-001.000	5/26/2023	CHECK	055306	THOMAS & MARY STEINKIRCHNER	2,741.65CR	OUTSTND	A	0/00/0000
1000-001.000	5/26/2023	CHECK	055307	PAUL & MORGAN WIEBE	2,707.64CR	CLEARED	A	6/12/2023
1000-001.000	5/26/2023	CHECK	055308	BENNY & PHYLLIS NEADERHISER	2,538.52CR	CLEARED	A	6/12/2023
1000-001.000	5/26/2023	CHECK	055309	MATT & CAITLIN ALLISON	2,145.14CR	OUTSTND	A	0/00/0000
1000-001.000	5/26/2023	CHECK	055310	RAMON & JANDI CHAVEZ	1,210.62CR	CLEARED	A	6/12/2023
1000-001.000	5/26/2023	CHECK	055311	LIZABETH RINEHART & ZACHARY ST	1,012.53CR	OUTSTND	A	0/00/0000
1000-001.000	5/26/2023	CHECK	055312	PHILIP BURNSIDE	2,461.55CR	OUTSTND	A	0/00/0000
1000-001.000	5/26/2023	CHECK	055313	TIM & HEIDI POLSON	2,883.01CR	CLEARED	A	6/12/2023
1000-001.000	5/26/2023	CHECK	055314	PAMELA RANKIN	1,262.95CR	OUTSTND	A	0/00/0000
1000-001.000	5/26/2023	CHECK	055315	ANDREW & JANELLE WOMAK	2,265.99CR	CLEARED	A	6/12/2023
1000-001.000	5/26/2023	CHECK	055316	HAYDEN & CHEYENNE ANTES	1,156.36CR	CLEARED	A	6/12/2023
1000-001.000	5/26/2023	CHECK	055317	AMY & MATTHEW REID	2,322.16CR	POSTED	A	5/31/2023
1000-001.000	5/26/2023	CHECK	055318	JOSE A ORTIZ ROMAN	1,249.73CR	OUTSTND	A	0/00/0000
1000-001.000	5/26/2023	CHECK	055319	DAVID CRUZ & MEGAN MELLARD	1,130.47CR	CLEARED	A	6/12/2023
1000-001.000	5/26/2023	CHECK	055320	PAMELA SICHLEY	1,322.91CR	CLEARED	A	6/12/2023
1000-001.000	5/26/2023	CHECK	055321	STEVE KEMPKE	1,294.49CR	CLEARED	A	6/12/2023
1000-001.000	5/26/2023	CHECK	055322	BRIAN & AMANDA MAY	1,156.36CR	CLEARED	A	6/12/2023
1000-001.000	5/26/2023	CHECK	055323	LEE & TARA THORNBURG	1,813.70CR	OUTSTND	A	0/00/0000
1000-001.000	5/26/2023	CHECK	055324	WILLIAM & FAITH DAVIS	1,638.93CR	POSTED	A	5/31/2023
1000-001.000	5/26/2023	CHECK	055325	JAMES JANSON	1,279.35CR	CLEARED	A	6/12/2023
1000-001.000	5/26/2023	CHECK	055326	TOMYKO SMITH	1,303.38CR	POSTED	A	5/31/2023
1000-001.000	5/26/2023	CHECK	055327	TYMBER & JENNIFER LEE	7,013.45CR	CLEARED	A	6/12/2023
1000-001.000	5/26/2023	CHECK	055328	JEREMY & VICTORIA DAVOLT	1,173.37CR	CLEARED	A	6/12/2023
1000-001.000	5/26/2023	CHECK	055329	LARRY & ALCIDENE WARREN	1,257.30CR	POSTED	A	5/31/2023
1000-001.000	5/26/2023	CHECK	055330	ANGELA DICKSON	1,234.59CR	POSTED	A	5/31/2023
1000-001.000	5/26/2023	CHECK	055331	PRESTON HICKERT	1,282.53CR	CLEARED	A	6/12/2023
1000-001.000	5/26/2023	CHECK	055332	MICHAEL & KELLI WINT	2,275.48CR	OUTSTND	A	0/00/0000
1000-001.000	5/26/2023	CHECK	055333	MARK GALLIART	1,336.79CR	CLEARED	A	6/12/2023
1000-001.000	5/26/2023	CHECK	055334	KELLY WEBSTER	1,284.12CR	POSTED	A	5/31/2023

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

CHECK DATE: 5 JUNE 20, 2023
 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
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CHECK:

1000-001.000	5/26/2023	CHECK	055335	MARTHA MAXWELL	2,025.61CR	POSTED	A	5/31/2023
1000-001.000	5/26/2023	CHECK	055336	DANTE & DIANA DUBOSE	2,425.02CR	CLEARED	A	6/12/2023
1000-001.000	5/26/2023	CHECK	055337	BRIAN & HEIDI FLINT	2,485.58CR	CLEARED	A	6/12/2023
1000-001.000	5/26/2023	CHECK	055338	JOHN & RONDA WELSBY	1,445.29CR	CLEARED	A	6/12/2023
1000-001.000	5/26/2023	CHECK	055339	PHYLLIS STEWART	1,150.66CR	CLEARED	A	6/12/2023
1000-001.000	5/26/2023	CHECK	055340	MONICA TYLER	1,360.76CR	POSTED	A	5/31/2023
1000-001.000	5/26/2023	CHECK	055341	TIFFANY GRUBER & JAMES BOGART	1,419.40CR	CLEARED	A	6/12/2023
1000-001.000	5/26/2023	CHECK	055342	WILLIAM & JANN NEWTON	2,524.03CR	CLEARED	A	6/12/2023
1000-001.000	5/26/2023	CHECK	055343	KELLEN & NICOLE EMPEY	1,416.27CR	CLEARED	A	6/12/2023
1000-001.000	5/26/2023	CHECK	055344	WILLIAM & TARA NEWTON	3,132.33CR	CLEARED	A	6/12/2023
1000-001.000	5/26/2023	CHECK	055345	JOEL & MANDY LOPEZ	690.47CR	OUTSTND	A	0/00/0000
1000-001.000	5/26/2023	CHECK	055346	TROY & ANGELA WALKER	950.38CR	OUTSTND	A	0/00/0000
1000-001.000	5/26/2023	CHECK	055347	BUILDERS FIRST SOURCE	38,067.65CR	CLEARED	A	6/12/2023

TOTALS FOR ACCOUNT 1000-001	CHECK	TOTAL:	2,424,438.29CR
	DEPOSIT	TOTAL:	0.00
	INTEREST	TOTAL:	0.00
	MISCELLANEOUS	TOTAL:	0.00
	SERVICE CHARGE	TOTAL:	0.00
	EFT	TOTAL:	0.00
	BANK-DRAFT	TOTAL:	700,471.09CR

TOTALS FOR POOLED CASH FUND	CHECK	TOTAL:	2,424,438.29CR
	DEPOSIT	TOTAL:	0.00
	INTEREST	TOTAL:	0.00
	MISCELLANEOUS	TOTAL:	0.00
	SERVICE CHARGE	TOTAL:	0.00
	EFT	TOTAL:	0.00
	BANK-DRAFT	TOTAL:	700,471.09CR

CONSENT AGENDA

C. TREASURER'S REPORT – MAY 2023:

CITY OF VALLEY CENTER

MTD TREASURERS REPORT

AS OF: MAY 31ST, 2023

FUND	BEGINNING	M-T-D	M-T-D	CASH BASIS	NET CHANGE	NET CHANGE	ACCURAL ENDING
	CASH BALANCE	REVENUES	EXPENSES	BALANCE	OTHER ASSETS	LIABILITIES	CASH BALANCE
010-GENERAL FUND	1,666,334.20	242,040.23	214,858.50	1,693,515.93	0.00	3,886.48	1,697,402.41
020-SPECIAL PARKS AND REC	33,834.85	66.79	0.00	33,901.64	0.00	0.00	33,901.64
030-SPECIAL ALCOHOL AND DRUGS	5,967.81	0.00	52.18	5,915.63	0.00	0.00	5,915.63
040-POOL/REC SALES TAX	1,054,166.38	90,034.67	886,101.05	258,100.00	0.00	0.00	258,100.00
050-TIF FUND	2,715,312.01	7,008.45	119,736.49	2,602,583.97	0.00	0.00	2,602,583.97
110-EMPLOYEE BENEFITS	652,345.51	16,175.73	293,294.54	375,226.70	0.00	0.00	375,226.70
126-BUILDING EQUIP RESERVE	64,140.92	171.75	0.00	64,312.67	0.00	0.00	64,312.67
127-EQUIPMENT RESERVE	370,814.71	696.55	99,273.29	272,237.97	0.00	0.00	272,237.97
130-FLEET MANAGEMENT FUND	84,698.43	229.00	13,452.81	71,474.62	0.00	0.00	71,474.62
140-LIBRARY	990.68	0.00	132.77	857.91	0.00	0.00	857.91
150-SPECIAL HIGHWAY	803,381.55	77,968.14	139,294.74	742,054.95	0.00	406.14	742,461.09
160-EMERGENCY EQUIPMENT	128,515.79	1,179.94	16,581.41	113,114.32	0.00	0.00	113,114.32
161-PUBLIC SAFETY TRAINING	5,072.66	265.00	0.00	5,337.66	0.00	0.00	5,337.66
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	3,102.36	0.00	0.00	3,102.36	0.00	0.00	3,102.36
260-LAW ENFORCE BLOCK GRANT	0.15	0.00	0.00	0.15	0.00	0.00	0.15
280-ADSAP	1,071.19	0.00	0.00	1,071.19	0.00	0.00	1,071.19
350-CAPITAL PROJECTS FUND	(6,911.81)	9,465.46	1,138,362.79	(1,135,809.14)	0.00	0.00	(1,135,809.14)
410-BOND & INTEREST	1,902,851.44	4,632.54	287,095.15	1,620,388.83	0.00	0.00	1,620,388.83
420-LAND BANK RESERVE	79,675.96	171.75	0.00	79,847.71	0.00	0.00	79,847.71
510-GIFTS AND GRANTS	6,144.77	19.08	150.00	6,013.85	0.00	0.00	6,013.85
520-STATE/FEDERAL GRANT MNGMT	712,033.90	1,555.31	0.00	713,589.21	0.00	0.00	713,589.21
610-WATER OPERATING	2,835,271.79	202,144.05	95,634.71	2,941,781.13	(12,693.99)	373.09	2,954,848.21
612-STORMWATER UTILITY FUND	364,944.12	28,074.97	841.62	392,177.47	291.37	0.00	391,886.10
613-SOLID WASTE UTILITY	119,378.83	49,710.52	45,600.64	123,488.71	509.51	0.00	122,979.20
619-WATER SURPLUS RESERVE	654,803.10	1,946.53	0.00	656,749.63	0.00	0.00	656,749.63
620-SEWER OPERATING	1,405,006.51	123,048.27	46,077.36	1,481,977.42	2,032.48	82.71	1,480,027.65
628-SEWER SURPLUS RESERVE	225,779.38	644.07	0.00	226,423.45	0.00	0.00	226,423.45
GRAND TOTAL	15,892,600.56	857,248.80	3,396,540.05	13,353,309.31	(9,860.63)	4,748.42	13,367,918.36
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*** END OF REPORT ***

CONSENT AGENDA

D. REVENUE AND EXPENSE SUMMARY – MAY 2023:

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: MAY 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
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REVENUE SUMMARY

TAXES	1,616,173.00	0.00	0.00	849,451.06	0.00	766,721.94	52.56
INTERGOVERNMENTAL	700,000.00	75,644.70	0.00	354,174.34	0.00	345,825.66	50.60
LICENSES & PERMITS	661,150.00	110,664.25	0.00	360,837.40	0.00	300,312.60	54.58
CHARGES FOR SERVICES	6,000.00	0.00	0.00	3,030.00	0.00	2,970.00	50.50
FINES & FORFEITURES	134,500.00	14,266.39	0.00	76,813.84	0.00	57,686.16	57.11
USE OF MONEY & PROPERTY	23,001.00	4,694.20	0.00	28,410.15	0.00	(5,409.15)	123.52
OTHER REVENUES	54,974.00	36,286.46	0.00	147,026.41	0.00	(92,052.41)	267.45
MISCELLANEOUS	169,000.00	484.23	0.00	36,630.60	0.00	132,369.40	21.67
 TOTAL REVENUES	 3,364,798.00	 242,040.23	 0.00	 1,856,373.80	 0.00	 1,508,424.20	 55.17

EXPENDITURE SUMMARYADMINISTRATION

PERSONNEL SERV. & BENEF.	440,600.00	14,734.44	0.00	194,789.28	0.00	245,810.72	44.21
CONTRACTUAL SERVICES	173,500.00	12,913.32	0.00	96,917.46	6.00	76,576.54	55.86
COMMODITIES	8,000.00	286.78	0.00	3,176.33	0.00	4,823.67	39.70
CAPITAL OUTLAY	6,500.00	0.00	0.00	3,356.14	0.00	3,143.86	51.63
OTHER COSTS/MISC.	98,469.00	117,609.16	0.00	117,404.34	0.00	(18,935.34)	119.23
 TOTAL ADMINISTRATION	 727,069.00	 145,543.70	 0.00	 415,643.55	 6.00	 311,419.45	 57.17

LEGAL & MUNICIPAL COURT

PERSONNEL SERV. & BENEF.	47,100.00	1,172.36	0.00	18,581.72	0.00	28,518.28	39.45
CONTRACTUAL SERVICES	101,850.00	7,594.90	0.00	47,475.59	5.43	54,368.98	46.62
COMMODITIES	1,000.00	86.03	0.00	201.28	0.00	798.72	20.13
OTHER COSTS/MISC.	26,000.00	1,449.55	0.00	6,380.50	0.00	19,619.50	24.54
 TOTAL LEGAL & MUNICIPAL COURT	 175,950.00	 10,302.84	 0.00	 72,639.09	 5.43	 103,305.48	 41.29

COMMUNITY DEVELOPMENT

PERSONNEL SERV. & BENEF.	168,480.00	5,516.64	0.00	72,879.64	0.00	95,600.36	43.26
CONTRACTUAL SERVICES	45,060.00	3,333.33	0.00	33,224.32	129.95	11,705.73	74.02
COMMODITIES	2,200.00	214.61	0.00	745.91	0.00	1,454.09	33.91
CAPITAL OUTLAY	3,450.00	21.65	0.00	4,397.92	0.00	(947.92)	127.48
OTHER COSTS/MISC.	30,000.00	800.00	0.00	2,905.61	0.00	27,094.39	9.62
 TOTAL COMMUNITY DEVELOPMENT	 249,190.00	 9,886.23	 0.00	 114,153.40	 129.95	 134,906.65	 45.86

POLICE

PERSONNEL SERV. & BENEF.	1,035,000.00	(9,600.16)	0.00	443,961.41	0.00	591,038.59	42.89
CONTRACTUAL SERVICES	184,500.00	5,765.26	0.00	91,366.32	53.95	93,079.73	49.55
COMMODITIES	53,500.00	4,530.93	0.00	15,150.98	0.00	38,349.02	28.32
CAPITAL OUTLAY	34,000.00	6,797.10	0.00	10,604.19	0.00	23,395.81	31.19
 TOTAL POLICE	 1,307,000.00	 7,493.13	 0.00	 561,082.90	 53.95	 745,863.15	 42.93

CITY OF VALLEY CENTER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 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>FIRE</u>							
PERSONNEL SERV. & BENEF.	349,000.00	9,355.96	0.00	137,472.62	0.00	211,527.38	39.39
CONTRACTUAL SERVICES	104,150.00	6,202.05	0.00	51,263.05	15.80	52,871.15	49.24
COMMODITIES	9,000.00	1,366.59	0.00	2,895.20	0.00	6,104.80	32.17
CAPITAL OUTLAY	33,000.00	1,578.95	0.00	10,989.17	0.00	22,010.83	33.30
OTHER COSTS/MISC.	2,500.00	0.00	0.00	0.00	0.00	2,500.00	0.00
TOTAL FIRE	497,650.00	18,503.55	0.00	202,620.04	15.80	295,014.16	40.72
<u>PARKS & PUBLIC BLDGS</u>							
PERSONNEL SERV. & BENEF.	300,000.00	7,781.25	0.00	117,567.55	0.00	182,432.45	39.19
CONTRACTUAL SERVICES	188,180.00	8,546.29	0.00	97,811.77	19.99	90,348.24	51.99
COMMODITIES	54,500.00	4,861.51	0.00	28,098.78	1,063.88	25,337.34	53.51
CAPITAL OUTLAY	6,500.00	0.00	0.00	3,882.24	0.00	2,617.76	59.73
OTHER COSTS/MISC.	7,000.00	1,940.00	0.00	13,440.00	0.00	(6,440.00)	192.00
TOTAL PARKS & PUBLIC BLDGS	556,180.00	23,129.05	0.00	260,800.34	1,083.87	294,295.79	47.09
<u>ENVIRONMENTAL SERVICES</u>							
TOTAL							
<u>PUBLIC WKS STORAGE BLDG</u>							
TOTAL							
TOTAL EXPENDITURES	3,513,039.00	214,858.50	0.00	1,626,939.32	1,295.00	1,884,804.68	46.35
** REVENUE OVER(UNDER) EXPENDITURES * (148,241.00)	27,181.73	0.00	229,434.48	(1,295.00)	(376,380.48)	153.90-	

REVENUE & OTHER SOURCES OVER/
(UNDER) EXPENDITURES & OTHER (USES) (148,241.00) 27,181.73 0.00 229,434.48 (1,295.00) (376,380.48) 153.90-

110-EMPLOYEE BENEFITS

FINANCIAL SUMMARY

CURRENT	CURRENT	PRIOR	YEAR	Y-T-D	Y-T-D	BUDGET	% OF
BUDGET	PERIOD	PO	ADJUST.	ACTUAL	ENCUMBRANCE	BALANCE	BUDGET

REVENUE SUMMARY

TAXES	935,078.00	0.00	0.00	493,360.89	0.00	441,717.11	52.76
INTERGOVERNMENTAL	95,000.00	10,833.73	0.00	52,113.73	0.00	42,886.27	54.86
USE OF MONEY & PROPERTY	0.00	1,130.70	0.00	5,882.67	0.00	(5,882.67)	0.00
OTHER REVENUES	48,000.00	4,211.30	0.00	18,337.34	0.00	29,662.66	38.20

TOTAL REVENUES 1,078,078.00 16,175.73 0.00 569,694.63 0.00 508,383.37 52.84

EXPENDITURE SUMMARY

NON-DEPARTMENTAL

PERSONNEL SERV. & BENEF.	1,156,672.00	292,812.33	0.00	595,825.80	0.00	560,846.20	51.51
CONTRACTUAL SERVICES	0.00	43.75	0.00	150.00	0.00	(150.00)	0.00
OTHER COSTS/MISC.	<u>12,000.00</u>	<u>438.46</u>	<u>0.00</u>	<u>1,596.06</u>	<u>0.00</u>	<u>10,403.94</u>	<u>13.30</u>
TOTAL NON-DEPARTMENTAL	1,168,672.00	293,294.54	0.00	597,571.86	0.00	571,100.14	51.13

ADMINISTRATION

TOTAL

TOTAL EXPENDITURES 1,168,672.00 293,294.54 0.00 597,571.86 0.00 571,100.14 51.13

REVENUE & OTHER SOURCES OVER/
(UNDER) EXPENDITURES & OTHER (USES) (90,594.00) (277,118.81) 0.00 (27,877.23) 0.00 (62,716.77) 30,771

REVENUE & OTHER SOURCES OVER/

CITY OF VALLEY CENTER
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: MAY 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	315,250.00	0.00	0.00	166,990.78	0.00	148,259.22	52.97
TOTAL REVENUES	315,250.00	0.00	0.00	166,990.78	0.00	148,259.22	52.97
<u>EXPENDITURE SUMMARY</u>							
NON-DEPARTMENTAL							
OTHER COSTS/MISC.	335,000.00	132.77	0.00	167,027.68	0.00	167,972.32	49.86
TOTAL NON-DEPARTMENTAL	335,000.00	132.77	0.00	167,027.68	0.00	167,972.32	49.86
ADMINISTRATION							
TOTAL							
TOTAL EXPENDITURES	335,000.00	132.77	0.00	167,027.68	0.00	167,972.32	49.86
** REVENUE OVER(UNDER) EXPENDITURES * (19,750.00) (132.77) 0.00 (36.90) 0.00 (19,713.10) 0.19							
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES) (19,750.00) (132.77) 0.00 (36.90) 0.00 (19,713.10) 0.19							

CITY OF VALLEY CENTER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 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>							
INTERGOVERNMENTAL	991,960.00	75,644.71	0.00	474,665.59	0.00	517,294.41	47.85
USE OF MONEY & PROPERTY	0.00	2,323.43	0.00	12,088.03	0.00	(12,088.03)	0.00
OTHER REVENUES	9,000.00	0.00	0.00	0.00	0.00	9,000.00	0.00
MISCELLANEOUS	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
 TOTAL REVENUES	 1,001,960.00	 77,968.14	 0.00	 486,753.62	 0.00	 515,206.38	 48.58
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	381,752.00	22,520.07	0.00	118,265.83	0.00	263,486.17	30.98
CONTRACTUAL SERVICES	49,900.00	2,334.33	0.00	39,641.35	19.98	10,238.67	79.48
COMMODITIES	52,700.00	3,106.86	0.00	27,079.98	1,355.96	24,264.06	53.96
CAPITAL OUTLAY	363,000.00	111,333.48	0.00	169,648.27	0.00	193,351.73	46.74
OTHER COSTS/MISC.	<u>20,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>20,000.00</u>	<u>0.00</u>
 TOTAL NON-DEPARTMENTAL	 867,352.00	 139,294.74	 0.00	 354,635.43	 1,375.94	 511,340.63	 41.05
 TOTAL EXPENDITURES	 867,352.00	 139,294.74	 0.00	 354,635.43	 1,375.94	 511,340.63	 41.05
** REVENUE OVER(UNDER) EXPENDITURES **	<u>134,608.00</u>	<u>(61,326.60)</u>	<u>0.00</u>	<u>132,118.19</u>	<u>(1,375.94)</u>	<u>3,865.75</u>	<u>97.13</u>
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	134,608.00	(61,326.60)	0.00	132,118.19	(1,375.94)	3,865.75	97.13

160-EMERGENCY EQUIPMENT

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	70,240.00	0.00	0.00	37,117.98	0.00	33,122.02	52.84
FINES & FORFEITURES	0.00	793.50	0.00	4,020.13	0.00	(4,020.13)	0.00
USE OF MONEY & PROPERTY	100.00	386.44	0.00	2,010.53	0.00	(1,910.53)	2,010.53
TOTAL REVENUES	70,340.00	1,179.94	0.00	43,148.64	0.00	27,191.36	61.34
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
CAPITAL OUTLAY	33,000.00	16,551.46	0.00	61,512.18	268.03	(28,780.21)	187.21
OTHER COSTS/MISC.	30,000.00	29.95	0.00	8.32	0.00	29,991.68	0.03
TOTAL NON-DEPARTMENTAL	63,000.00	16,581.41	0.00	61,520.50	268.03	1,211.47	98.08
<u>ADMINISTRATION</u>							
TOTAL							
TOTAL EXPENDITURES	63,000.00	16,581.41	0.00	61,520.50	268.03	1,211.47	98.08
** REVENUE OVER(UNDER) EXPENDITURES **	7,340.00	(15,401.47)	0.00	(18,371.86)	(268.03)	25,979.89	253.95-
<u>REVENUE & OTHER SOURCES OVER/</u>							
(UNDER) EXPENDITURES & OTHER (USES)	7,340.00	(15,401.47)	0.00	(18,371.86)	(268.03)	25,979.89	253.95-

CITY OF VALLEY CENTER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 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
<u>REVENUE SUMMARY</u>							
TAXES	1,019,715.00	0.00	0.00	629,469.93	0.00	390,245.07	61.73
USE OF MONEY & PROPERTY	100.00	4,632.54	0.00	24,101.58	0.00	(24,001.58)	4,101.58
OTHER REVENUES	442,000.00	0.00	0.00	153,983.66	0.00	288,016.34	34.84
MISC TRANSFERS	647,000.00	0.00	0.00	0.00	0.00	647,000.00	0.00
MISC TRANSFERS	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
 TOTAL REVENUES	 2,113,815.00	 4,632.54	 0.00	 807,555.17	 0.00	 1,306,259.83	 38.20
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
OTHER COSTS/MISC.	4,000.00	338.89	0.00	94.19	0.00	3,905.81	2.35
DEBT SERVICE	<u>2,162,000.00</u>	<u>286,756.26</u>	<u>0.00</u>	<u>286,756.26</u>	<u>0.00</u>	<u>1,875,243.74</u>	<u>13.26</u>
TOTAL NON-DEPARTMENTAL	2,166,000.00	287,095.15	0.00	286,850.45	0.00	1,879,149.55	13.24
<u>ADMINISTRATION</u>							
TOTAL							
 TOTAL EXPENDITURES	 2,166,000.00	 287,095.15	 0.00	 286,850.45	 0.00	 1,879,149.55	 13.24
** REVENUE OVER(UNDER) EXPENDITURES *(52,185.00) (282,462.61)			0.00	520,704.72		0.00 (572,889.72)	997.81-
OTHER FINANCING SOURCES	<u>5,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,000.00</u>	<u>0.00</u>
NET OTHER SOURCES/ (USES)	5,000.00		0.00	0.00	0.00	5,000.00	0.00
 REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES) (47,185.00) (282,462.61)	 0.00	 520,704.72	 0.00	 0.00 (567,889.72)	 0.00	 1,103.54-	

CITY OF VALLEY CENTER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 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>							
CHARGES FOR SERVICES	2,078,563.00	186,175.60	0.00	891,152.54	0.00	1,187,410.46	42.87
USE OF MONEY & PROPERTY	1,000.00	6,812.84	0.00	35,444.95	0.00	(34,444.95)	3,544.50
OTHER REVENUES	0.00	5,861.52	0.00	6,671.37	0.00	(6,671.37)	0.00
MISCELLANEOUS	0.00	3,294.09	0.00	9,500.57	0.00	(9,500.57)	0.00
 TOTAL REVENUES	 2,079,563.00	 202,144.05	 0.00	 942,769.43	 0.00	 1,136,793.57	 45.33
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	413,480.00	19,829.16	0.00	95,146.37	0.00	318,333.63	23.01
CONTRACTUAL SERVICES	978,150.00	74,134.89	0.00	346,063.88	0.00	632,086.12	35.38
COMMODITIES	41,450.00	1,670.66	0.00	11,696.36	0.00	29,753.64	28.22
CAPITAL OUTLAY	56,200.00	0.00	0.00	52,436.80	0.00	3,763.20	93.30
OTHER COSTS/MISC.	590,000.00	0.00	0.00	0.00	0.00	590,000.00	0.00
BAD DEBT	0.00	0.00	0.00	(97.96)	0.00	97.96	0.00
 TOTAL NON-DEPARTMENTAL	 2,079,280.00	 95,634.71	 0.00	 505,245.45	 0.00	 1,574,034.55	 24.30
 TOTAL EXPENDITURES	 2,079,280.00	 95,634.71	 0.00	 505,245.45	 0.00	 1,574,034.55	 24.30
** REVENUE OVER(UNDER) EXPENDITURES **	283.00	106,509.34	0.00	437,523.98	0.00	(437,240.98)	4,602.11
<u>REVENUE & OTHER SOURCES OVER/</u>							
(UNDER) EXPENDITURES & OTHER (USES)	283.00	106,509.34	0.00	437,523.98	0.00	(437,240.98)	4,602.11

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: MAY 31ST, 2023

612-STORMWATER UTILITY FUND

FINANCIAL SUMMARY

CURRENT	CURRENT	PRIOR YEAR	Y-T-D	Y-T-D	BUDGET	% OF
BUDGET	PERIOD	PO ADJUST.	ACTUAL	ENCUMBRANCE	BALANCE	BUDGET

REVENUE SUMMARY

USE OF MONEY & PROPERTY	0.00	1,020.97	0.00	5,311.78	0.00	(5,311.78)	0.00
OTHER REVENUES	324,000.00	27,054.00	0.00	135,426.00	0.00	188,574.00	41.80
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TOTAL REVENUES	324,000.00	28,074.97	0.00	140,737.78	0.00	183,262.22	43.44

EXPENDITURE SUMMARY

NON-DEPARTMENTAL

CONTRACTUAL SERVICES	31,000.00	841.62	0.00	8,641.98	0.00	22,358.02	27.88
COMMODITIES	5,000.00	0.00	0.00	1,099.31	0.00	3,900.69	21.99
CAPITAL OUTLAY	100,000.00	0.00	0.00	0.00	0.00	100,000.00	0.00
OTHER COSTS/MISC.	192,600.00	0.00	0.00	0.00	0.00	192,600.00	0.00
TOTAL, NON-DEPARTMENTAL	328,600.00	841.62	0.00	9,741.29	0.00	318,858.71	2.96

ADMINISTRATION

TOTAL

TOTAL EXPENDITURES 328,600.00 841.62 0.00 9,741.29 0.00 318,858.71 2,96

(UNAUDITED) EQUITY INVESTMENTS & OTHER (HUFCS) 1,600,000 27,020,250 0 0 100,000,400 0 0 0 0 105,500,400 0 0,017,750

CITY OF VALLEY CENTER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 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
<u>REVENUE SUMMARY</u>							
LICENSES & PERMITS	0.00	417.00	0.00	2,085.00	0.00 (2,085.00)	0.00	0.00
CHARGES FOR SERVICES	608,791.00	47,840.45	0.00	237,355.12	0.00	371,435.88	38.99
USE OF MONEY & PROPERTY	50.00	310.11	0.00	1,613.40	0.00 (1,563.40)	3,226.80	
MISCELLANEOUS	8,000.00	1,142.96	0.00	5,924.04	0.00	2,075.96	74.05
 TOTAL REVENUES	 616,841.00	 49,710.52	 0.00	 246,977.56	 0.00	 369,863.44	 40.04
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
CONTRACTUAL SERVICES	599,280.00	45,600.64	0.00	230,625.55	0.00	368,654.45	38.48
CAPITAL OUTLAY	<u>16,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>16,000.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	615,280.00	45,600.64	0.00	230,625.55	0.00	384,654.45	37.48
 ADMINISTRATION	 -----	 -----	 -----	 -----	 -----	 -----	 -----
TOTAL							
 TOTAL EXPENDITURES	 615,280.00	 45,600.64	 0.00	 230,625.55	 0.00	 384,654.45	 37.48
** REVENUE OVER(UNDER) EXPENDITURES **	<u>1,561.00</u>	<u>4,109.88</u>	<u>0.00</u>	<u>16,352.01</u>	<u>0.00 (14,791.01)</u>	<u>1,047.53</u>	
 REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	 1,561.00	 4,109.88	 0.00	 16,352.01	 0.00 (14,791.01)	 1,047.53	

CITY OF VALLEY CENTER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 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
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REVENUE SUMMARY

CHARGES FOR SERVICES	1,377,584.00	120,028.29	0.00	578,905.42	0.00	798,678.58	42.02
USE OF MONEY & PROPERTY	0.00	3,019.98	0.00	15,711.94	0.00	(15,711.94)	0.00
OTHER REVENUES	3,000.00	0.00	0.00	150.00	0.00	2,850.00	5.00

TOTAL REVENUES	1,380,584.00	123,048.27	0.00	594,767.36	0.00	785,816.64	43.08
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EXPENDITURE SUMMARYNON-DEPARTMENTAL

PERSONNEL SERV. & BENEF.	335,869.00	20,831.16	0.00	99,597.42	0.00	236,271.58	29.65
CONTRACTUAL SERVICES	461,700.00	22,142.48	0.00	178,910.96	84.00	282,705.04	38.77
COMMODITIES	24,800.00	3,103.72	0.00	13,021.86	0.00	11,778.14	52.51
CAPITAL OUTLAY	90,000.00	0.00	0.00	12,415.05	0.00	77,584.95	13.79
OTHER COSTS/MISC.	<u>497,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>104,323.57</u>	<u>0.00</u>	<u>392,676.43</u>	<u>20.99</u>
TOTAL NON-DEPARTMENTAL	1,409,369.00	46,077.36	0.00	408,268.86	84.00	1,001,016.14	28.97

TOTAL EXPENDITURES	1,409,369.00	46,077.36	0.00	408,268.86	84.00	1,001,016.14	28.97
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** REVENUE OVER(UNDER) EXPENDITURES *(28,785.00) 76,970.91 0.00 186,498.50 (84.00) (215,199.50) 647.61-

REVENUE & OTHER SOURCES OVER/

(UNDER) EXPENDITURES & OTHER (USES)	(28,785.00)	76,970.91	0.00	186,498.50	(84.00)	(215,199.50)	647.61-
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CONSENT AGENDA

E. LIONS PARK USE REQUEST – JUNE 25 – PATHWAY CHURCH:

Special Use Request of City Parks

Special Use of City Parks is granted by the City of Valley Center Governing Body. The following is required for community celebrations, carnivals, music festivals, political rallies, fundraisers, or similar public events.

The following information is required for the review/approval process:

Certificate of liability insurance must be included with the Special Use Request. It must add/name the City of Valley Center as third party insured in the minimum amount of \$1,000,000.

All information must be returned to the Parks & Public Buildings Department no less than 3 weeks in advance of the requested event date. Once received, staff will review and add the special use request to the next City Council meeting agenda for approval.

City Park Regulations are posted at each park (and provided with packet information). Please ensure that regulations are enforced with all parties involved with the planning and setup of the event.

Special Use Request Information:

1. List the purpose of your event and all planned activities. (Site use and set up must be approved and coordinated by the Department of Parks & Public Buildings). Attach separate sheets as needed.

We will have a fun summer family cookout. Pathway Church people will be invited but it will be open for the whole community as well. Anyone at the park will be invited to participate. This event will be on Sunday, June 25th from 11:30am-1:30pm at Lions Park. We spoke with Neal Owings and the location for Lions Park will be between the dog park and the library. We will be grilling hamburgers and hotdogs. We will also have yard games, a bounce house/slide combo from BigSky Rentals, and will have small animals (baby donkey, baby goats, baby rabbits, guinea pigs) from Party Ponies Plus.

For more questions, contact Becky Freshour at becky.freshour@pathwaychurch.com or 316-208-1381.

1.A Attach additional information if needed	<i>Field not completed.</i>
2. Include a map or description of the park area requested and include a list of park facilities you will use.	We are requesting to use Lions Park. The places our people will be are grass area between dog park and library, tables on cement pad north of the library, and kids will play on the park playground equipment.
2.A Attach map if applicable	<i>Field not completed.</i>
Event Date	6/25/2023
Event Set Up Time	9:30 AM
Event Hours	11:30 AM - 1:30 PM
Event Clean Up Time	2:30 PM
Description of Clean Up Procedure	BigSky Rentals will have employees to clean up their one inflatable. Party Ponies Plus will clean up all things needed for the small animals and will clean up any poop as well. Pathway Church will provide staff and volunteers to clean up trash in our provided trash bags and wipe down anything else that is needed. We will aim to leave the area as clean or cleaner than when we found it.
Sponsoring Organizations	Pathway Church Valley Center Campus
Certificate of Liability Insurance	Pathway Insurance for City of Valley Center.pdf

Applicant Information

First Name	Becky
Last Name	Freshour
Address1	2001 N Maize Rd
City	Wichita
State	ks
Zip	67212

Park Regulations.

I have read, acknowledged, and understand all City of Valley Center Park Regulations provided below.

This request is not a reservation to hold or occupy any park structure or facility other than what is identified and approved by the governing body for in the special use request.

For questions or further information, please email parks@valleycenterks.org or call 316-755-7320 x205.

Neal Owings, Director of Parks & Public Buildings



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Church Mutual Insurance Company, S.I.	
	PHONE (A/C, No. Ext): 1-800-554-2642	FAX (A/C, No): 855-264-2329
E-MAIL ADDRESS: customerservice@churchmutual.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Church Mutual Insurance Company, S.I.		18767
INSURED	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	Wichita KS 67212-5205	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	0060961 25-386129	07/01/2022 07/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			0060961 85-423440	07/01/2022 07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Leased/Rented Equipment					
						Occurrence \$2,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an additional insured as required by written contract or agreement per the General Liability Enhancement endorsement attached to the policy.

CERTIFICATE HOLDER	CANCELLATION	
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
AUTHORIZED REPRESENTATIVE		

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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**

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