



## **CITY COUNCIL AGENDA**

**March 21, 2023**

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

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. INVOCATION: MINISTERIAL ALLIANCE**
- 4. PLEDGE OF ALLEGIANCE**
- 5. APPROVAL OF AGENDA p 3**
- 6. ADMINISTRATION AGENDA p 4**
  - A. City Council Meeting Minutes – March 7, 2023
- 7. PRESENTATIONS / PROCLAMATIONS p 10**
- 8. PUBLIC FORUM (*Citizen input and requests*) p 10**
- 9. APPOINTMENTS p 10**
- 10. OLD BUSINESS p 10**
- 11. NEW BUSINESS p 11**
  - A. Resolution 731-23; Prairie Lakes Drainage Improvements Authority p 11
  - B. Resolution 732-23; Prairie Lakes Sanitary Sewer Improvements Authority p 16
  - C. Resolution 733-23; Prairie Lakes Paving Authority p 21
  - D. Resolution 734-23; Prairie Lakes Water Authority p 26
  - E. Notice of Award to McCollough Excavation Inc. p 31
  - F. Approval of Construction Agreement to McCollough Excavation Inc. p 37
  - G. Approval of Construction Administration and Material Testing with SEH p 45
  - H. Approval of Ford Street Change Order #4 p 53
  - I. Approval of Arbor Valley Change Order #1 p 58
  - J. Approval of CHIP-2023-01 Application p 62
  - K. Approval of GIS Agreement with MSA Professional Services p 70
- 12. CONSENT AGENDA p 76**
  - A. Appropriation Ordinance - March 21, 2023 p 77
  - B. Check Reconciliation – February, 2023 p 85
  - C. Treasurer's Report – February 2023 p 90
  - D. Revenue and Expense Summary – February 2023 p 92
  - E. Request from Public Library for use of Lions Park April 8, 2023 p 104
  - F. Agreement with Sedgwick County for RSVP Transportation Services p 108
  - G. Contract Extension Agreement with Cut Rate Lawn Care p 118
  - H. Request from Lifepoint Church for use of Lions Park April 9, 2023 p 137
  - I. Request from L & H Homes for use of Lions Park April 8, 2023 p 143

- 13. STAFF REPORTS p 43
- 14. GOVERNING BODY REPORTS p 48
- 15. ADJOURN

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

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

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

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

**CALL TO ORDER**

**ROLL CALL**

**INVOCATION – MINISTERIAL ALLIANCE**

**PLEDGE OF ALLEGIANCE**

## **APPROVAL OF AGENDA**

### **RECOMMENDED ACTION:**

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



## **ADMINISTRATION AGENDA**

### **A. MINUTES:**

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

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

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

Members Absent:       None

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

Press present:       Ark Valley News

**APPROVAL OF AGENDA**

Mayor Cicirello requested amendment to agenda to add Hershel West with Waste Connections under Presentations. Gregory moved to approve the agenda as amended, seconded by Kerstetter. Vote yea: unanimous. Motion carried.

**ADMINISTRATION AGENDA –**

**FEBRUARY 21, 2023, REGULAR CITY COUNCIL MINUTES-**

Wilson moved to approve the minutes of the February 21, 2023, regular City Council meeting as presented, seconded by Gregory. Vote yea: Unanimous Motion carried.

**PRESENTATIONS/PROCLAMATIONS –**

Hershel West with Waste Connections addressed Council regarding concerns raised at previous meeting. Mayor Cicirello had specific concerns regarding the recycling program and the recycling truck not picking up flattened boxes sitting beside the recycling cart. Mr. West stated that it's always been the policy to only take recycle items placed in the recycle cart, but drivers had been picking up as a curtesy. However, time and labor costs now mean recycle drivers cannot continue to pick up items not in cart. Wilson would like more communication given to residents regarding the change. City Administrator Clark and Mayor Cicirello thanked Mr. West for coming to the meeting to address concerns.

**PUBLIC FORUM –** None.

**APPOINTMENTS –** None

**OLD BUSINESS –** None

**NEW BUSINESS-**

**A. APPROVAL OF HORNET HUSTE RACE**

Sam Clubb with the Hornet Hustle committee requested approval of the Hornet Hustle and request staff assistance during the event.

Stamm moved to approve event and staff assistance needed for Hornet Hustle on September 9, 2023. Motion seconded by Evans. Vote yea: unanimous. Motion carried.

#### **B. APPROVAL OF BID FOR 2023 MILL AND OVERLAY PROJECT**

Public Works Director Eggleston requested award of bid for the 2023 mill and overlay project. Three competitive bids were received with Kansas Paving having the lowest qualified in the amount of \$151,627.00.

Gregory moved to accept and award the bid/proposal for the mill & overlay of the selected street segments from Kansas Paving in the amount of \$151,627.00. Motion seconded by Anderson. Vote Yea: unanimous. Motion carried.

#### **C. DISCUSSION AND APPROVAL OF 20 MPH SPEED LIMIT WITHIN THE CEDAR RIDGE PLAT**

Public Safety Director Newman addressed City Council regarding setting the speed limit within Cedar Ridge Plat at 20mph. He stated that as he drove the street he wasn't comfortable driving 30 and would be especially worried in inclement weather. Bass stated that he did go out and drive the street and felt the lower speed is a good idea. Kerstetter stated he hasn't driven it, but is not in favor of taking any action unless residents request it. Discussion was held regarding lot size and easements, as well as street parking and rock shoulders vs curbs. Administrator Clark stated that this decision gives staff guidance to draft Ordinance to bring back to Council for approval. There isn't a rush to make this decision and Council could table until the next meeting.

Wilson moved to table this agenda item until the next scheduled Council meeting. Motion seconded by Colbert. Vote yea: unanimous. Motion carried.

#### **CONSENT AGENDA**

- A. APPROPRIATION ORDINANCE – MARCH 7, 2023
- B. DELINQUENT ACCOUNT REPORT – AUGUST 2022 - DECEMBER 2022
- C. LEAK ADJUSTMENT – 215 S. PARK
- D. POOL/RECREATION CENTER STEERING COMMITTEE MINUTES–FEBRUARY 8, 2023
- E. POOL/RECREATION CENTER STEERING COMMITTEE MINUTES–JANUARY 25, 2023
- F. POOL/RECREATION CENTER STEERING COMMITTEE MINUTES–JANUARY 11, 2023
- G. PUBLIC POWER COMMITTEE MINUTES–OCTOBER 6, 2022
- H. PUBLIC POWER COMMITTEE MINUTES–APRIL 25, 2022
- I. PLANNING AND ZONING BOARD MINUTES–FEBRUARY 28, 2023
- J. TURF, TREE & VEGETATION MGT. CONTRACT–DRAGONFLY LAWN & TREE

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

#### **STAFF REPORTS**

##### **COMMUNITY DEVELOPMENT DIRECTOR SHRACK**

Thanks everyone who volunteered at the Valley Center booth the Home Show in Wichita. The gift basket drawing was held with Andy Quandt receiving the basket of donated items.

##### **PARKS AND PUBLIC BUILDINGS DIRECTOR OWINGS**

Trees are being planted around the welcome sign at 85<sup>th</sup> and Broadway and lighting for the sign has been ordered. Corn hole games have been installed at McLaughlin Park. The loop has been completed at the Wetland Park, Recognized Matt Nordick for all his work on the project. Reported work continues on the pool in Lions Park.

PUBLIC SAFETY DIRECTOR NEWMAN

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

PUBLIC WORKS DIRECTOR EGGLESTON

Eggleston reported that paving on Ford Street is almost complete to Seneca. Paving at Phase I Arbor Valley is complete.

CITY ADMINISTRATOR CLARK

Requested volunteers to help at the KPTS fund drive this Thursday. March 9, 2023.

**GOVERNING BODY REPORTS –**

COUNCILMEMBER GREGORY

Announced the SCAC will meet March 11, 2023, in Park City.

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

**ADJOURN -**

**Meeting adjourned at 7:46pm.**

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**Kristi Carrithers, City Clerk**

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

**A. MINUTES:**

**RECOMMENDED ACTION:**

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

## **PRESENTATIONS / PROCLAMATIONS**

### **PUBLIC FORUM**

### **APPOINTMENTS**

### **OLD BUSINESS**

## **NEW BUSINESS**

### **A. RESOLUTION 731-23: PRAIRIE LAKES DRAINAGE IMPROVEMENTS AUTHORITY:**

Garth Herrmann, with Gilmore and Bell, will present Resolution authorizing and providing for the construction and financing of the drainage improvements at Prairie Lakes Subdivision.

- Resolution 731-23

Gilmore & Bell, P.C.  
03/15/2023

(Published in *The Ark Valley News* on March 30, 2023)

**RESOLUTION NO. 731-23**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF VALLEY CENTER, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (DRAINAGE IMPROVEMENTS/PRAIRIE LAKES ADDITION).**

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**WHEREAS**, a petition (the “Petition”) was filed with the City Clerk of the City of Valley Center, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City-at-large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*; and

**WHEREAS**, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of K.S.A. 12-6a01 *et seq.* (the “Act”).

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

**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 drainage 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 proposed Improvements is: \$250,000; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after April 1, 2023.

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

Lots 43-45, Block A; Lots 17-25, Block D; Lots 17-28, Block E; all in Prairie Lakes, an Addition to the City of Valley Center, Sedgwick County, Kansas.

&

Lots 46-102, Block A; Lots 31-64, Block B; Lots 1-16, and Lots 29-39 Block E; all in Prairie Lakes, an Addition to the City of Valley Center, Sedgwick County, Kansas.



(d) The method of assessment of all costs of the Improvements for which the Improvement District shall be liable shall be on a fractional basis:

Lots 43-45, Block A; Lots 17-25, Block D; Lots 17-28, Block E; all in Prairie Lakes, an Addition to the City of Valley Center, Sedgwick County, Kansas. Each lot shall pay 67/2400 or 2.79% of the cost of improvements.

&

Lots 46-102, Block A; Lots 31-64, Block B; Lots 1-16, and Lots 29-39 Block E; all in Prairie Lakes, an Addition to the City of Valley Center, Sedgwick County, Kansas. Each lot shall pay 33/11800 or 0.28% of the cost of improvements.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

**Section 2. Authorization of Improvements.** The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

**Section 3. Bond Authority; Reimbursement.** The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

**Section 4. 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.

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**ADOPTED** by the governing body of the City on March 21, 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 March 21, 2023, as the same appears of record in my office.

DATED: March 21, 2023.

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

Name: Kristi Carrithers

Title: City Clerk

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

**A. RESOLUTION 731-23: PRAIRIE LAKES DRAINAGE  
IMPROVEMENTS AUTHORITY:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion of approval of Resolution 731-23 authorizing construction and financing drainage improvements to the Prairie Lakes Subdivision.**

**NEW BUSINESS**

**B. RESOLUTION 732-23: PRAIRIE LAKES SANITARY SEWER  
IMPROVEMENTS AUTHORITY:**

Garth Herrmann, with Gilmore and Bell, will present Resolution authorizing and providing for the construction and financing of the Sanitary Sewer improvements at Prairie Lakes Subdivision.

- Resolution 732-23

Gilmore & Bell, P.C.  
03/15/2023

(Published in *The Ark Valley News* on March 30, 2023)

# RESOLUTION NO. 732-23

## **A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF VALLEY CENTER, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/PRAIRIE LAKES ADDITION).**

**WHEREAS**, a petition (the “Petition”) was filed with the City Clerk of the City of Valley Center, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City-at-large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*; and

**WHEREAS**, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of K.S.A. 12-6a01 *et seq.* (the “Act”).

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

**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 proposed Improvements is: \$170,000; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after April 1, 2023.

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

Lots 1-16, and Lots 29-39 Block E; all in Prairie Lakes, an Addition to the City of Valley Center, Sedgwick County, Kansas.

&

Lots 17-28, Block E; all in Prairie Lakes, an Addition to the City of Valley Center, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement for which the Improvement District shall be liable shall be on a fractional basis:

Lots 1-16 & 29-39, Block E; all in Prairie Lakes, an Addition to the City of Valley Center, Sedgwick County, Kansas. Each lot shall pay 1/135 or 0.74% of the cost of improvements.

&

Lots 17-28, Block E; all in Prairie Lakes, an Addition to Valley Center, Sedgwick County, Kansas. Each lot shall pay 1/15 or 6.67% of the cost of improvements.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

**Section 2. Authorization of Improvements.** The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

**Section 3. Bond Authority; Reimbursement.** The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

**Section 4. 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.

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**ADOPTED** by the governing body of the City on March 21, 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 March 21, 2023, as the same appears of record in my office.

DATED: March 21, 2023.

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

Name: Kristi Carrithers

Title: City Clerk

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

**B. RESOLUTION 732-23: PRAIRIE LAKES SANITARY SEWER  
IMPROVEMENTS AUTHORITY:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion of approval of Resolution 732-23 authorizing construction and financing sanitary sewer improvements to the Prairie Lakes Subdivision.**



## **NEW BUSINESS**

### **C. RESOLUTION 733-23: PRAIRIE LAKES PAVING AUTHORITY:**

Garth Herrmann, with Gilmore and Bell, will present Resolution authorizing and providing for the construction and financing of the Paving improvements at Prairie Lakes Subdivision.

- Resolution 733-23

Gilmore & Bell, P.C.  
03/15/2023

(Published in *The Ark Valley News* on March 30, 2023)

**RESOLUTION NO. 733-23**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF VALLEY CENTER, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/PRAIRIE LAKES ADDITION).**

---

**WHEREAS**, a petition (the “Petition”) was filed with the City Clerk of the City of Valley Center, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City-at-large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*; and

**WHEREAS**, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of K.S.A. 12-6a01 *et seq.* (the “Act”).

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

**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 paving 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 proposed Improvements is: \$300,000; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after April 1, 2023.

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

Lots 17-25, Block D; Lots 17-28, Block E; Lots 43-45, Block A; all in Prairie Lakes, an Addition to the City of Valley Center, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement for which the Improvement District shall be liable shall be on a fractional basis:

Lots 17-25, Block D; Lots 17-28, Block E; Lots 43-45, Block A; all in Prairie Lakes, an Addition to the City of Valley Center, Sedgwick County, Kansas. Each lot shall pay 1/24 or 4.17% of the cost of improvements.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

**Section 2. Authorization of Improvements.** The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

**Section 3. Bond Authority; Reimbursement.** The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

**Section 4. 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.

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**ADOPTED** by the governing body of the City on March 21, 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 March 21, 2023, as the same appears of record in my office.

DATED: March 21, 2023.

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

Name: Kristi Carrithers

Title: City Clerk

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

**C. RESOLUTION 733-23: PRAIRIE LAKES PAVING IMPROVEMENTS**  
**AUTHORITY:**

**Should Council choose to proceed,**

**RECOMMENDED ACTION:**

**Staff recommends motion of approval of Resolution 733-23 authorizing construction and financing paving improvements to the Prairie Lakes Subdivision.**

## **NEW BUSINESS**

### **D. RESOLUTION 734-23: PRAIRIE LAKES WATER AUTHORITY:**

Garth Herrmann, with Gilmore and Bell, will present Resolution authorizing and providing for the construction and financing of the Water Authority at Prairie Lakes Subdivision.

- Resolution 734-23

Gilmore & Bell, P.C.  
03/15/2023

(Published in *The Ark Valley News* on March 30, 2023)

**RESOLUTION NO. 734-23**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF VALLEY CENTER, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER IMPROVEMENTS/PRAIRIE LAKES ADDITION).**

---

**WHEREAS**, a petition (the “Petition”) was filed with the City Clerk of the City of Valley Center, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City-at-large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*; and

**WHEREAS**, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of K.S.A. 12-6a01 *et seq.* (the “Act”).

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

**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 water 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 proposed Improvements is: \$150,000; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after April 1, 2023.

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

Lots 17-25, Block D; Lots 17-28, Block E; Lots 43-45, Block A; all in Prairie Lakes, an Addition to the City of Valley Center, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement for which the Improvement District shall be liable shall be on a fractional basis:

Lots 17-25, Block D; Lots 17-28, Block E; Lots 43-45, Block A; all in Prairie Lakes, an Addition to the City of Valley Center, Sedgwick County, Kansas. Each lot shall pay 1/24 or 4.17% of the cost improvements.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

**Section 2. Authorization of Improvements.** The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

**Section 3. Bond Authority; Reimbursement.** The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

**Section 4. 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.

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**ADOPTED** by the governing body of the City on March 21, 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 March 21, 2023, as the same appears of record in my office.

DATED: March 21, 2023.

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

Name: Kristi Carrithers

Title: City Clerk

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

**D. RESOLUTION 734-23: PRAIRIE LAKES WATER AUTHORITY:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion of approval of Resolution 734-23 authorizing construction and financing water improvements to the Prairie Lakes Subdivision.**

## **NEW BUSINESS**

### **E. NOTICE OF AWARD TO MCCOLLOUGH EXACATION, INC.:**

Jake Vasa with SEH will request approval to award McCollough Excavation Inc. the construction contract for the Prairie Lakes public improvements. Bid submitted for the project in the amount of \$667,724.60.

➤ Bid tab

**TABULATION OF BIDS**

PROJECT NO.: IHDEV 163740  
NAME: PRAIRIE LAKES III IMPROVEMENTS  
OWNER: CITY OF VALLEY CENTER, KS  
BID DATE: 2/28/2023

ITEM	QUANTITY	UNIT	DESCRIPTION	MCCOULOUGH EXCAVATION		NOWAK CONSTRUCTION				ENGINEER'S ESTIMATE	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
GROUP A: DRAINAGE											
1	1.00	LUMP SUM	MOBILIZATION	\$30,350.00	\$30,350.00	\$36,030.00	\$36,030.00	\$43,860.00	\$43,860.00	\$12,000.00	\$12,000.00
2	1.00	LUMP SUM	CONSTRUCTION STAKING	\$4,900.00	\$4,900.00	\$5,635.00	\$5,635.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00
3	14,914.00	CUBIC YDS	COMPACTED FILL (ESTABLISHED QUANTITY)	\$0.95	\$14,168.30	\$1.30	\$19,388.20	\$2.00	\$29,828.00	\$0.50	\$7,457.00
4	26,402.00	CUBIC YDS	UNCLASSIFIED EXCAVATION (ESTABLISHED QUANTITY - INCLUDES TOPSOIL)	\$3.15	\$83,166.30	\$3.15	\$83,166.30	\$7.50	\$198,015.00	\$2.00	\$52,804.00
5	1.00	LUMP SUM	EROSION CONTROL	\$6,500.00	\$6,500.00	\$14,190.00	\$14,190.00	\$16,650.00	\$16,650.00	\$5,000.00	\$5,000.00
6	5.00	AC	TEMPORARY SEEDING	\$900.00	\$4,500.00	\$926.00	\$4,630.00	\$1,500.00	\$7,500.00	\$200.00	\$1,000.00
7	37.40	AC	PERMANENT SEEDING	\$1,200.00	\$44,880.00	\$1,210.00	\$45,254.00	\$1,250.00	\$46,750.00	\$500.00	\$18,700.00
8	350.00	LIN FT	STORM PIPE, 24" RCP	\$63.00	\$22,050.00	\$119.00	\$41,650.00	\$85.00	\$29,750.00	\$100.00	\$35,000.00
9	1.00	EACH	STORM PIPE END SECTION, 24"	\$1,725.00	\$1,725.00	\$1,105.00	\$1,105.00	\$975.00	\$975.00	\$2,500.00	\$2,500.00
10	2.00	EACH	CURB INLET, TYPE 1 L=5', W=3'	\$4,750.00	\$9,500.00	\$8,455.00	\$16,910.00	\$5,850.00	\$11,700.00	\$5,500.00	\$11,000.00
11	10.00	CUBIC YDS	RIP RAP	\$175.00	\$1,750.00	\$111.00	\$1,110.00	\$130.00	\$1,300.00	\$200.00	\$2,000.00
12	1.00	EACH	BUILD CONCRETE COLLAR, 24"	\$2,200.00	\$2,200.00	\$3,220.00	\$3,220.00	\$2,500.00	\$2,500.00	\$750.00	\$750.00
TOTAL GROUP A BASE BID					\$225,689.60		\$272,288.50		\$393,828.00		\$149,711.00
GROUP B: SANITARY SEWER											
1	1.00	LUMP SUM	MOBILIZATION	\$18,700.00	\$18,700.00	\$20,230.00	\$20,230.00	\$189,510.00	\$189,510.00	\$10,000.00	\$10,000.00
2	1.00	LUMP SUM	CONSTRUCTION STAKING	\$1,900.00	\$1,900.00	\$1,710.00	\$1,710.00	\$1,625.00	\$1,625.00	\$1,500.00	\$1,500.00
3	1,090.00	LIN FT	SANITARY SEWER PIPE, 8" PVC SDR 35	\$44.00	\$47,960.00	\$193.00	\$210,370.00	\$95.00	\$103,550.00	\$48.00	\$52,320.00
4	210.00	LIN FT	SANITARY SEWER PIPE, 4" PVC SDR 35	\$30.00	\$6,300.00	\$47.00	\$9,870.00	\$32.00	\$6,720.00	\$30.00	\$6,300.00
5	13.00	EACH	INSTALL 8"X4" WYE	\$300.00	\$3,900.00	\$1,315.00	\$17,095.00	\$415.00	\$5,395.00	\$500.00	\$6,500.00
6	2.00	EACH	INSTALL 15"X4" WYE	\$4,200.00	\$8,400.00	\$4,175.00	\$8,350.00	\$865.00	\$1,730.00	\$500.00	\$1,000.00
7	15.00	EACH	SEWER SERVICE CONNECTION TYPE 1	\$400.00	\$6,000.00	\$731.00	\$10,965.00	\$1.00	\$15.00	\$500.00	\$7,500.00
8	5.00	EACH	STANDARD SANITARY MANHOLE (4')	\$4,500.00	\$22,500.00	\$5,695.00	\$28,475.00	\$6,475.00	\$32,375.00	\$3,500.00	\$17,500.00

**TABULATION OF BIDS**

PROJECT NO.: IHDEV 163740  
NAME: PRAIRIE LAKES III IMPROVEMENTS  
OWNER: CITY OF VALLEY CENTER, KS  
BID DATE: 2/28/2023

ITEM	QUANTITY	UNIT	DESCRIPTION	MCCOULOUGH EXCAVATION		NOWAK CONSTRUCTION				ENGINEER'S ESTIMATE	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
9	1.00	EACH	STANDARD SANITARY MANHOLE (5')	\$8,600.00	\$8,600.00	\$10,970.00	\$10,970.00	\$6,875.00	\$6,875.00	\$4,500.00	\$4,500.00
10	1,090.00	LIN FT	AIR TESTING, SAN PIPE	\$1.70	\$1,853.00	\$1.55	\$1,689.50	\$2.00	\$2,180.00	\$2.00	\$2,180.00
11	1.00	EACH	SAN MANHOLE LINER SYSTEM (5')	\$7,150.00	\$7,150.00	\$7,245.00	\$7,245.00	\$11,195.00	\$11,195.00	\$1,200.00	\$1,200.00
TOTAL GROUP B BASE BID					\$133,263.00		\$326,969.50		\$361,170.00		\$110,500.00

**GROUP C: WATER MAIN**

1	1.00	LUMP SUM	MOBILIZATION	\$1,500.00	\$1,500.00	\$1,105.00	\$1,105.00	\$815.00	\$815.00	\$10,000.00	\$12,000.00
2	1.00	LUMP SUM	CONSTRUCTION STAKING	\$2,800.00	\$2,800.00	\$1,710.00	\$1,710.00	\$1,625.00	\$1,625.00	\$1,500.00	\$2,500.00
3	2.00	EACH	CONNECT TO EXISTING WATER MAIN	\$1,250.00	\$2,500.00	\$1,360.00	\$2,720.00	\$350.00	\$700.00	\$1,500.00	\$3,000.00
4	2.00	EACH	REMOVE EXISTING HYDRANT	\$1,200.00	\$2,400.00	\$755.00	\$1,510.00	\$325.00	\$650.00	\$500.00	\$1,000.00
5	1,184.00	LIN FT	WATER MAIN PIPE, 8" PVC DR 18	\$40.00	\$47,360.00	\$52.00	\$61,568.00	\$56.00	\$66,304.00	\$45.00	\$53,280.00
6	58.00	LIN FT	WATER MAIN PIPE, 8" RJ PVC DR 18 (BORED)	\$115.00	\$6,670.00	\$134.00	\$7,772.00	\$77.00	\$4,466.00	\$120.00	\$6,960.00
7	4.00	EACH	GATE VALVE & BOX, 8"	\$2,400.00	\$9,600.00	\$2,190.00	\$8,760.00	\$375.00	\$1,500.00	\$2,200.00	\$8,800.00
8	1.00	EACH	ANCHORED GATE VALVE & BOX, 8"	\$3,100.00	\$3,100.00	\$2,315.00	\$2,315.00	\$7,000.00	\$7,000.00	\$2,500.00	\$2,500.00
9	1.00	EACH	TAPPING SLEEVE & VALVE, 8"	\$5,500.00	\$5,500.00	\$4,930.00	\$4,930.00	\$5,500.00	\$5,500.00	\$4,500.00	\$4,500.00
10	1.00	EACH	8" X 8" TEE	\$600.00	\$600.00	\$604.00	\$604.00	\$750.00	\$750.00	\$650.00	\$650.00
11	1.00	EACH	11.25 DEGREE BEND	\$500.00	\$500.00	\$403.00	\$403.00	\$460.00	\$460.00	\$650.00	\$650.00
12	3.00	EACH	22.5 DEGREE BEND	\$500.00	\$1,500.00	\$268.00	\$804.00	\$485.00	\$1,455.00	\$650.00	\$1,950.00
13	2.00	EACH	45 DEGREE BEND	\$550.00	\$1,100.00	\$302.00	\$604.00	\$495.00	\$990.00	\$650.00	\$1,300.00
14	1.00	EACH	WATER MAIN ADJUSTMENT	\$2,750.00	\$2,750.00	\$5,030.00	\$5,030.00	\$5,500.00	\$5,500.00	\$4,000.00	\$4,000.00
15	4.00	EACH	FIRE HYDRANT ASSEMBLY	\$7,200.00	\$28,800.00	\$6,690.00	\$26,760.00	\$7,750.00	\$31,000.00	\$5,500.00	\$22,000.00
TOTAL GROUP C BASE BID					\$116,680.00		\$126,595.00		\$128,715.00		\$125,090.00

**GROUP D (BASE): PAVING**

1	1.00	LUMP SUM	MOBILIZATION	\$34,100.00	\$34,100.00	\$9,160.00	\$9,160.00	\$24,455.00	\$24,455.00	\$30,000.00	\$30,000.00
2	1.00	LUMP SUM	CONSTRUCTION STAKING	\$1,300.00	\$1,300.00	\$5,635.00	\$5,635.00	\$6,000.00	\$6,000.00	\$2,000.00	\$2,000.00
3	1.00	LUMP SUM	TRAFFIC CONTROL	\$100.00	\$100.00	\$3,625.00	\$3,625.00	\$4,500.00	\$4,500.00	\$1,500.00	\$1,500.00

**TABULATION OF BIDS**

PROJECT NO.: IHDEV 163740  
NAME: PRAIRIE LAKES III IMPROVEMENTS  
OWNER: CITY OF VALLEY CENTER, KS  
BID DATE: 2/28/2023

ITEM	QUANTITY	UNIT	DESCRIPTION	MCCOULOUGH EXCAVATION		NOWAK CONSTRUCTION				ENGINEER'S ESTIMATE	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
4	1.00	LUMP SUM	SIGNAGE	\$3,800.00	\$3,800.00	\$3,925.00	\$3,925.00	\$4,200.00	\$4,200.00	\$2,500.00	\$2,500.00
5	1.00	LUMP SUM	PAVEMENT MARKINGS	\$1,100.00	\$1,100.00	\$2,015.00	\$2,015.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
6	1.00	LUMP SUM	REMOVALS	\$10,000.00	\$10,000.00	\$6,140.00	\$6,140.00	\$12,500.00	\$12,500.00	\$5,000.00	\$5,000.00
7	4,890.00	SQ FT	5" CONCRETE SIDEWALK	\$3.00	\$14,670.00	\$4.05	\$19,804.50	\$3.00	\$14,670.00	\$8.00	\$39,120.00
8	2.00	EACH	WHEELCHAIR RAMP 5' WIDE	\$800.00	\$1,600.00	\$1,260.00	\$2,520.00	\$800.00	\$1,600.00	\$1,500.00	\$3,000.00
9	4,012.00	SQ YD	REINFORCED CRUSHED ROCK BASE	\$6.00	\$24,072.00	\$10.00	\$40,120.00	\$6.00	\$24,072.00	\$15.00	\$60,180.00
10	2,200.00	LIN FT	CONCRETE COMBINED CURB & GUTTER	\$11.00	\$24,200.00	\$14.00	\$30,800.00	\$11.00	\$24,200.00	\$15.00	\$33,000.00
11	90.00	SQ YD	REINFORCED CONCRETE PAVEMENT, 7" (VALLEY GUTTER)	\$80.00	\$7,200.00	\$76.00	\$6,840.00	\$80.00	\$7,200.00	\$70.00	\$6,300.00
12	3,310.00	SQ YD	AC PAVEMENT, 5" (3" BIT BASE)	\$20.00	\$66,200.00	\$22.00	\$72,820.00	\$20.00	\$66,200.00	\$35.00	\$115,850.00
13	375.00	SQ YD	CRUSHED ROCK SURFACING	\$10.00	\$3,750.00	\$9.10	\$3,412.50	\$9.25	\$3,468.75	\$20.00	\$7,500.00
TOTAL GROUP D BASE BID					\$192,092.00		\$206,817.00		\$195,565.75		\$307,450.00
TOTAL GROUP A, B, C, & D BASE BID					\$667,724.60		\$932,670.00		\$1,079,278.75		\$692,751.00

**GROUP D (ALTERNATE): PAVING**

1	1.00	LUMP SUM	MOBILIZATION	\$40,100.00	\$40,100.00	\$11,170.00	\$11,170.00	\$24,455.00	\$24,455.00	\$30,000.00	\$30,000.00
2	1.00	LUMP SUM	CONSTRUCTION STAKING	\$1,500.00	\$1,500.00	\$5,635.00	\$5,635.00	\$6,000.00	\$6,000.00	\$2,000.00	\$2,000.00
3	1.00	LUMP SUM	TRAFFIC CONTROL	\$100.00	\$100.00	\$3,625.00	\$3,625.00	\$4,500.00	\$4,500.00	\$1,500.00	\$1,500.00
4	1.00	LUMP SUM	SIGNAGE	\$3,800.00	\$3,800.00	\$3,925.00	\$3,925.00	\$4,200.00	\$4,200.00	\$2,500.00	\$2,500.00
5	1.00	LUMP SUM	PAVEMENT MARKINGS	\$1,100.00	\$1,100.00	\$2,015.00	\$2,015.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
6	1.00	LUMP SUM	REMOVALS	\$10,000.00	\$10,000.00	\$6,140.00	\$6,140.00	\$12,500.00	\$12,500.00	\$5,000.00	\$5,000.00
7	4,890.00	SQ FT	5" CONCRETE SIDEWALK	\$4.00	\$19,560.00	\$4.05	\$19,804.50	\$3.00	\$14,670.00	\$8.00	\$39,120.00
8	2.00	EACH	WHEELCHAIR RAMP 5' WIDE	\$1,200.00	\$2,400.00	\$1,260.00	\$2,520.00	\$800.00	\$1,600.00	\$1,500.00	\$3,000.00
9	4,012.00	SQ YD	REINFORCED CRUSHED ROCK BASE	\$10.00	\$40,120.00	\$10.00	\$40,120.00	\$6.00	\$24,072.00	\$15.00	\$60,180.00



## TABULATION OF BIDS

PROJECT NO.: IHDEV 163740  
NAME: PRAIRIE LAKES III IMPROVEMENTS  
OWNER: CITY OF VALLEY CENTER, KS  
BID DATE: 2/28/2023

ITEM	QUANTITY	UNIT	DESCRIPTION	MCCOULOUGH EXCAVATION		NOWAK CONSTRUCTION				ENGINEER'S ESTIMATE	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
10	2,200.00	LIN FT	CONCRETE COMBINED CURB & GUTTER	\$13.00	\$28,600.00	\$15.00	\$33,000.00	\$11.00	\$24,200.00	\$15.00	\$33,000.00
11	90.00	SQ YD	REINFORCED CONCRETE PAVEMENT, 7" (VALLEY GUTTER)	\$75.00	\$6,750.00	\$76.00	\$6,840.00	\$80.00	\$7,200.00	\$70.00	\$6,300.00
12	3,310.00	SQ YD	PORTLAND CEMENT CONCRETE PAVEMENT, 6"	\$60.00	\$198,600.00	\$60.00	\$198,600.00	\$44.50	\$147,295.00	\$65.00	\$215,150.00
TOTAL GROUP D ALT BID					\$352,630.00		\$333,394.50		\$273,192.00		\$399,250.00
TOTAL GROUP A, B, C, & D ALT BID					\$828,262.60		\$1,059,247.50		\$1,156,905.00		\$784,551.00

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

**E. NOTICE OF AWARD TO MCCOLLOUGH EXACATION, INC:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion to approve the award for the construction contract for the Prairie Lakes Public Improvement to McCollough Excavation Inc. in the amount of \$667,724.60 and authorize Mayor or City Administrator to sign.**



## **NEW BUSINESS**

### **F. APPROVAL OF CONSTRUCTION AGREEMENT WITH MCCOLLOUGH EXCAVATION INC:**

Jake Vasa will present and request approval of Construction Agreement with McCollough Excavation Inc for the Prairie Lakes Subdivision Improvements.

- Construction agreement with McCollough Excavation Inc.

**DOCUMENT 00 52 00**

**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE**

**THIS AGREEMENT** is by and between the CITY OF VALLEY CENTER  
(Owner) and McCullough Excavation, Inc. (Contractor).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Prairie Lakes Phase III Improvements  
Valley Center, Kansas  
IHDEV 163740

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:  
Final grading of a single family residential development with sanitary sewer, storm sewer, water main, paving, sidewalks, and erosion control, and final stabilization items.

**ARTICLE 3 – ENGINEER**

- 3.01 The Project has been designed by Short Elliott Hendrickson Inc. (SEH®).
- 3.02 The Owner has retained SEH (Engineer) to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially completed on or before May 15, 2023, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before June 15, 2023.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$700 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$700 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### 4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

### **ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
  - A. For all Work, at the price of: \$667,724.60 GROUP A-D, BASE BID.

### **ARTICLE 6 – PAYMENT PROCEDURES**

#### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

#### 6.02 *Progress Payments; Retainage*

- A. Subject to the provisions of SC-15.01.C, Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications of Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract:
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
    - a. 95 percent of Work completed (with the balance being retainage).
    - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

#### 6.04 *Interest*

All amounts not paid when due shall bear interest at the commercial prime rate in effect on the date payment becomes due.

### **ARTICLE 7 – CONTRACT DOCUMENTS**

#### 7.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. Addenda (numbers 00 00 1\_\_ to 00 00 1\_\_, inclusive).
  - 2. This Agreement (pages 00 52 00-1 to 00 52 00-6, inclusive).
  - 3. Performance Bond (Document 00 61 13).
  - 4. Payment Bond (Document 00 61 14).
  - 5. General Conditions (pages 00 72 00-1 to 00 72 00-66, inclusive).
  - 6. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-8, inclusive).
  - 7. Specifications as listed in the table of contents of the Project Manual.
  - 9. The Drawings listed in the index located on Drawing Sheet 1.
  - 10. Exhibits to this Agreement (enumerated as follows).
    - a. Contractor's Bid (Document 00 41 00).
    - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_ to \_\_\_\_, inclusive).
    - c. Certificate of Insurance.
  - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Field Order(s).
    - c. Work Change Directive(s).
    - d. Change Order(s).
- B. The documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

**ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS****8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
  6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

**8.02 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## **ARTICLE 9 – MISCELLANEOUS**

### **9.01 *Terms***

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **9.02 *Assignment of Contract***

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **9.03 *Successors and Assigns***

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **9.04 *Severability***

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CITY OF VALLEY CENTER

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

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

[CORPORATE SEAL]

Attest: \_\_\_\_\_

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

Address for Giving Notices:

121 S. MERIDIAN

PO BOX 188

VALLEY CENTER, KS 67147

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement).

Designated Representative:

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

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

CONTRACTOR:

MCCULLOUGH EXCAVATION, INC.

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

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

[CORPORATE SEAL]

Attest: \_\_\_\_\_

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

Address for Giving Notices:

9210 E 34<sup>TH</sup> STREET NORTH

WICHITA, KS 67226

License No. \_\_\_\_\_  
(Where Applicable)

Agent for service of process: \_\_\_\_\_

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

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

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**END OF DOCUMENT**

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

**F. APPROVAL OF CONSTRUCTION AGREEMENT WITH**  
**MCCOLLOUGH EXCAVATION INC:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion to approve Prairie Lakes Construction Agreement with McCollough Excavation Inc in the amount of \$667,724.60 and authorize Mayor or City Administrator to sign.**



## **NEW BUSINESS**

### **G. APPROVAL OF CONSTRUCTION ADMINISTRATION AND MATERIAL TESTING WITH SEH:**

Jake Vasa will present agreement with SEH for Construction Administration and Material Testing Services for Sunflower Valley Addition. The total fee is estimated to be of \$58,270.00.

- Agreement for professional services with SEH

## Agreement for Professional Services

This Agreement is effective as of March 2, 2023, between City of Valley Center (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Prairie Lakes Improvements – Construction Services**

**Client's Authorized Representative:** Brent Clark  
**Address:** 121 S. Meridian, PO Box 188, Valley Center, Kansas, 67147, United States  
**Telephone:** 3088702150 **email:** bclark@valleycenterks.org

**Project Manager:** Samantha Ghareeb  
**Address:** 15750 West Dodge Road, Suite 304, Omaha, Nebraska, 68118  
**Telephone:** 402-830-5855 **email:** sghareeb@sehinc.com

**Scope:** The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

### **Task 1: On-Site Resident Project Representative**

- A Resident Project Representation (RPR) will make site visits to carry out the tasks listed in this agreement. The time on site can vary and may be dependent upon contractor performance, unknown site conditions, agency coordination, testing coordination, among other factors. RPR services will be as described in attached Exhibit B.
- Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor(s), and to determine in general, if such work is proceeding in accordance with the Contract Documents.
- Coordinate material testing sub-consultant. Review test results, and promptly report any issues to the Contractor and Client. Take steps to help mitigate any failures in material testing.

### **Task 2: Material Testing (Terracon Consultants)**

- Obtaining samples of fill material to perform Moisture-Density Relationship (Proctor) tests and Atterberg Limits.
- Providing a representative to perform in-place moisture and density tests for fill and backfill placed.
- Providing a representative to test structural, site, and slab-on-grade concrete. Field testing shall include slump, air content, and casting strength test specimens. Laboratory testing shall include strength testing of field cast specimens.
- Providing a representative to test Portland cement concrete and asphaltic concrete pavements. Field testing shall include slump, air content and casting strength test specimens (Portland cement concrete), and in-place density testing (asphaltic concrete). Laboratory testing shall include strength testing of field cast specimens (Portland cement concrete), and Marshall or gyratory properties and extraction/gradation (asphaltic concrete). If required, flexural strength beams will be cast and tested for Portland cement concrete.
- Providing Daily Observation Reports documenting the field activities and laboratory test results.
- Providing a Project Manager or Staff Engineer for consulting and report review/writing or other correspondence.
- Attending meetings on an as-needed basis during progress of construction.

**Assumptions:**

The following assumptions were made in preparing this proposal:

- Full time on-site RPR is not anticipated. We are assuming that SEH will make site visits to observe progress, monitor general conformance with the plans, coordination with the Contractor, and coordination of construction staking and materials testing. Contract administration services have been budgeted assuming the construction contract duration for operations does not exceed 60 calendar days. Construction beyond the 60 calendar days duration may require and adjustment to this contract amount.
- Materials testing services will be completed by Terracon Consultants, Inc. as a subconsultant to this agreement with the Client. Additional testing will be paid for by the Contractor, unless specifically requested by the Client.

**Schedule:** Construction schedule will be developed by the Contractor and our services will follow their schedule.

**Payment:****Task 1: On Site Resident Project Representative**

The total fee is hourly and estimated to be \$39,900, including expenses and equipment.

**Task 2: Material Testing**

The total fee is hourly and estimated to be \$18,370, including expenses and equipment.

Task	Total
Task 1: On Site Resident Project Representative - Hourly	\$39,900
Task 2: Material Testing - Hourly	\$18,370
	<b>\$ 58,270</b>

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

**Other Terms and Conditions:** Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:

None.

**Short Elliott Hendrickson Inc.**

**City of Valley Center**

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

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

**Exhibit A-1**  
**to Agreement for Professional Services**  
**Between City of Valley Center (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated March 2, 2023**

**Payments to Consultant for Services and Expenses**  
**Using the Hourly Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

**A. Hourly Basis Option**

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment. Attach Rates

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

**B. Expenses**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

**C. Equipment Utilization**

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

## General Conditions of the Agreement for Professional Services

### SECTION I – SERVICES OF CONSULTANT

#### A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

#### B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

#### C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

#### D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

### SECTION II – CLIENT RESPONSIBILITIES

#### A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

### SECTION III – PAYMENTS

#### A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
  3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

## SECTION IV – GENERAL CONSIDERATIONS

### A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

### B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

### C. Limitations on Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

### D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

### E. Dispute Resolution

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
2. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

## SECTION V – INTELLECTUAL PROPERTY

### A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

### B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

### C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

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

**G. APPROVAL OF CONSTRUCTION ADMINISTRATION AND  
MATERIAL TESTING WITH SEH:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion to approve SEH Agreement for Construction Administration and Material Testing Services for Prairie Lakes Addition in the amount of \$58,270.00 and authorize Mayor or City Administrator to sign.**



## **NEW BUSINESS**

### **H. APPROVAL OF FORD STREET CHANGE ORDER #4:**

Gage Scheer, PEC will request approval of Ford Street Change Order #4. This change order is for paving marking. Increase to project will be \$6,623.66,

- Change Order #4
- Map of area

CHANGE ORDER No. 4Date of Issuance: February 28, 2023

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

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

Increase for additional pavement marking. No additional contract time. See attached support documents.

**Justification:**☒ **Change to CONTRACT PRICE**

Original CONTRACT PRICE: \$ 5,148,897.60

Current CONTRACT PRICE (as adjusted by previous CHANGE ORDERS): \$ 5,198,529.98

Increase in CONTRACT PRICE as of this Change Order: \$ 6,623.66

The new CONTRACT PRICE incorporating this CHANGE ORDER: \$ 5,205,153.64

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

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

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

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

Increase in CONTRACT TIME as of this Change Order:

Substantial completion Day : \_\_\_\_\_

Final completion Day : \_\_\_\_\_

CONTRACT TIMES with all approved CHANGE ORDERS:

Substantial completion Day : 371Final completion Day : 381

REQUESTED:

By: Phi Li  
Contractor (Authorized Signature)Date: 3/1/2023  
Approved by Funding Agency (if applicable): \_\_\_\_\_

RECOMMENDED:

By: \_\_\_\_\_  
Engineer (Authorized Signature)Date: 3/8/2023

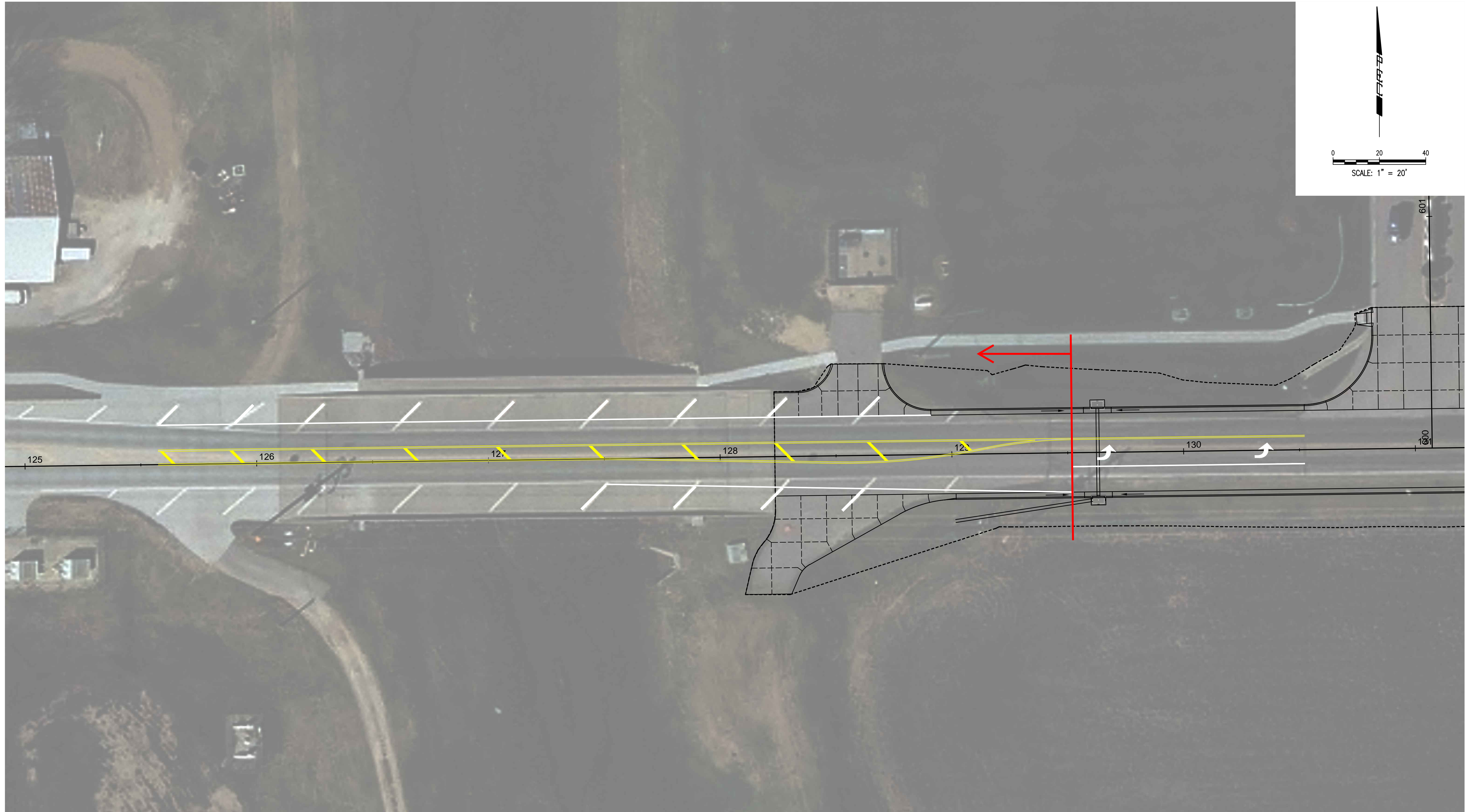
ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

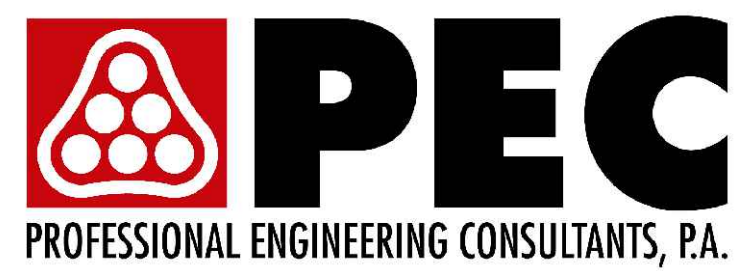
Date: \_\_\_\_\_

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

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Pavement Marking (Multi-Component) (White) (6")	135	LF	\$ 2.25	\$ 303.75
2	Pavement Marking (Multi-Component) (Double Yellow) (4")	804	LF	\$ 2.00	\$ 1,608.00
3	Pavement Marking (Multi-Component) (Yellow) (12")	57	LF	\$ 15.00	\$ 855.00
4	Pavement Marking (Multi-Component) (White) (12")	154	LF	\$ 15.00	\$ 2,310.00
5	Pavement Marking Removal (12" White)	167	LF	\$ 3.00	\$ 501.00
6	Pavement Marking Removal (12" Yellow)	15	LF	\$ 3.00	\$ 45.00
7	Pavement Marking Removal (6" White)	197	LF	\$ 1.50	\$ 295.50
8	Pavement Marking Removal (4" Double Yellow)	390	LF	\$ 1.00	\$ 390.00
					\$ 6,308.25
5% Overhead & Profit					\$ 315.41
<b>Total =</b>					<b>\$ 6,623.66</b>



FORD ST.  
FORD ST. (77TH ST.) IMPROVEMENT PROJECT  
VALLEY CENTER, KS



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

**H. APPROVAL OF FORD STREET CHANGE ORDER #4:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**City staff recommends approval of change order #4 in the amount of \$6,623.66 for Ford Street improvements and authorize Mayor or City Administration to sign.**

## **NEW BUSINESS**

### **I. APPROVAL OF ARBOR VALLEY CHANGE ORDER #1:**

Gage Scheer, PEC will request approval of change order #1 for Arbor Valley subdivision improvements. Additions for Upsizing SWS Inlet 3 and 4, Anchor coupling on WL 2, and SWS End section and pipe adjustment. A deduction of 1' rock bas under asphalt section. Total cost of change order is \$7642.45

- Change Order #1



**CHANGE ORDER No. 1**

Date of Issuance: March 8, 2023

Project Name: Arbor Valley Subdivision Improvements	Owner: City of Valley Center	Owner's Project Number:
Engineer's Project Number (if applicable): JEO (EOR) 210026 – PEC 217013-014/015	Date of Contract: September 29, 2022	
Contractor: Nowak Construction	Funding Agency Project Number (if applicable):	

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

Justification: Items added/changed due to conflicts on Construction Plans discovered during construction. (See Attached)

☒ **Change to CONTRACT PRICE**

Original CONTRACT PRICE: \$1,091,690.30

Current CONTRACT PRICE (as adjusted by previous CHANGE ORDERS): \$1,091,690.30

Increase in CONTRACT PRICE as of this Change Order: \$7,642.45

The new CONTRACT PRICE incorporating this CHANGE ORDER: \$1,099,332.75

☐ **Change to CONTRACT TIME:**Original Contract Times: ☐ Working Days ☐ Calendar Days

Substantial completion (days or date): \_\_\_\_\_

Final completion (days or date): \_\_\_\_\_

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

Substantial completion (days or date): \_\_\_\_\_

Final completion (days or date): \_\_\_\_\_

[Increase] [Decrease] in CONTRACT TIME as of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Final completion (days or date): \_\_\_\_\_

CONTRACT TIMES with all approved CHANGE ORDERS:

Substantial completion (days or date): \_\_\_\_\_

Final completion (days or date): \_\_\_\_\_

**REQUESTED:**By: Alan Blouck

Contractor (Authorized Signature)

Date: 3-8-23

Approved by Funding Agency (if applicable): \_\_\_\_\_

**RECOMMENDED:**By: Angie Ahner

Engineer (Authorized Signature)

Date: 3/9/2023**ACCEPTED:**

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

Owner (Authorized Signature)

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

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

Change Order 1 - Arbor Valley	
<b>ADD:</b>	
Upsizing SWS Inlet 3 and 4	\$ 1,637.00
Anchor Coupling on WL 2	\$ 450.59
Fire Hydrant Extensions	\$ 8,103.86
SWS End Section and Pipe adjustment	\$ 3,000.00
<b>DEDUCT:</b>	
1' of Rock Base (on each side) under Asphalt Section	\$ 5,549.00
<b>TOTAL ADD:</b>	\$ 7,642.45



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

**I. APPROVAL OF ARBOR VALLEY CHANGE ORDER #1:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion of approval of Arbor Valley change order #1 in the amount of \$7642.45 and authorize Mayor or City Administrator to sign.**

## **NEW BUSINESS**

### **J. APPROVAL OF CHIP-2023-01 APPLICATION:**

Comm. Dev. Director Shrack will present CHIP-2023-01, application of Jeff Pritchard, for approval to participate in the City's Commercial Housing Incentive Program. This application is for a new duplex addressed as 208/210 N. Sheridan Ave., Valley Center, KS 67147

- Application
- Map



**2022-2023 Commercial Housing Incentive Program Application**  
**City of Valley Center, Kansas**

The City of Valley Center, Kansas, initiated the Commercial Housing Incentive Program (*City Resolution 691-20*) in September 2020. This program is designated for individuals that build/own new multi-family residences in Valley Center and, upon approval, will provide a rebate of **100% OF THE CITY OF VALLEY CENTER'S PORTION OF PROPERTY TAXES PAID ANNUALLY** for a period of three (3) years. In order to qualify for this program, an applicant **must** meet the following requirements:

- ☐ Complete this application form and submit it to the Community Development Director,
- ☐ Certify that they have built/own a multi-family residential building(s) within the city limits of Valley Center completely constructed between January 01, 2020 and December 31, 2023, and
- ☐ Remain current on their property taxes due

Applications will be reviewed by the Community Development Director to ensure that all requirements are met. Final approval will be granted by the Valley Center City Council. Please call the Community Development Dept. at (316) 755-7310 with any questions regarding this program or application.

Applicant's Name(s): P. Jeffrey Pritchard

Applicant's Mailing Address: 906 N Main, Suite 2, Wichita, KS 67203

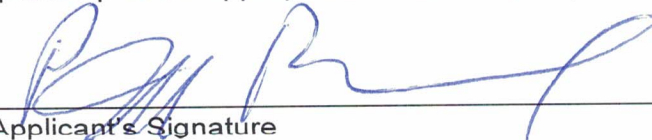
Applicant's Phone Number: 316-941-7368 ofc

Applicant's Email Address: propertiesbypilot@gmail.com

Address(es) of New Multi-Family Residence(s): 208 / 210 N Sheridan

Parcel Identification Number (PIN): 30018243

Date of Purchase or Certificate of Occupancy: 3-2-23  
 (please provide appropriate documentation)

 3-7-23  
 Applicant's Signature Date

☐ Approved

☐ Denied

Valley Center Mayor's Signature

Date

# Certificate of Completion

(Must be returned for Occupancy)

*City of Valley Center, Kansas*

Community Development Department

This Certificate was issued pursuant to the requirements of Section 110 of the International Residential Code or Section 110 of the International Building Code certifying that at the time of issuance this structure received all required inspections and to the best of our knowledge and belief was in compliance with the various Ordinances of the City regulating building construction or use. This Certificate in no way warrants or guarantees workmanship in the structure and the City will not be liable for any non-compliance with the code.

Use Classification _____	Building Permit No. <u>221177</u>
Group _____	Type of Construction <u>New Res. Building</u>
Owner of Building _____	Address <u>210 N. Sheridan Ave</u>
Building Address _____	By: <u>[Signature]</u> Building Official
<u>[Signature]</u> Community Development Director	Date: <u>3-2-23</u>

Post in a Conspicuous Place

## JOB SITE INSPECTION RECORD

POST THIS CARD AT OR NEAR FRONT OF JOB SITE

PERMIT NO.

221177

ADDRESS

210 N. Sheridan Ave

NATURE OF WORK

New Residential building

TYPE

OWNER

CONTRACTOR

TW Custom Homes.

OCCUPANCY

## INSPECTOR MUST SIGN APPROPRIATE SPACE

INSPECTION DATE INSPECTOR

Foundation

Setback

Footings

Foundation Wall

5-10-22  
6-28-22

DO NOT POUR CONCRETE UNTIL ABOVE IS SIGNED

Concrete Floor Slabs

Electrical (groundwork)

Plumbing (groundwork)

Reinforcing

Perimeter Heating

6-24-22  
6-28-22

DO NOT POUR CONCRETE UNTIL ABOVE IS SIGNED

Rough Electrical

Rough Plumbing

Gas Piping

Heating and Ventilation

8-18-22  
8-18-22  
9-20-22

ABOVE MUST BE SIGNED BEFORE FRAME INSPECTION

Roofing

Framing

10-3-22

ABOVE MUST BE SIGNED BEFORE WALLS ARE COVERED

## CERTIFICATE OF OCCUPANCY

Conditions:

☒ Unrestricted☐ Restricted as follows:

Valley Center Review

Date

ROW

Sewer

Water

BMP/Stormwater

3/2/23  
3/2/23  
3/2/23  
3/2/23

INSPECTION DATE INSPECTOR

Wall Covering

Sidewall Insulation

Wallboard

Miscellaneous

Attic Insulation

Electrical Underground

Fire Department

Fire Alarm System

Fire Sprinkler System

Fire Extinguishing System

Fire Detection System

Final

Electrical

Plumbing

Htg. Vent. &amp; A/C

Site Work

Parking Lot

Screening

Sidewalks

Grading

3-2-23

## CERTIFICATION:

The above job has been inspected as noted and is hereby entitled to be issued a CERTIFICATE OF OCCUPANCY as noted.

Temporary

☐

Partial

☐

Full

☒

# Certificate of Completion

(Must be returned for Occupancy)

*City of Valley Center, Kansas*

Community Development Department

This Certificate was issued pursuant to the requirements of Section 110 of the International Residential Code or Section 110 of the International Building Code certifying that at the time of issuance this structure received all required inspections and to the best of our knowledge and belief was in compliance with the various Ordinances of the City regulating building construction or use. This Certificate in no way warrants or guarantees workmanship in the structure and the City will not be liable for any non-compliance with the code.

Use Classification \_\_\_\_\_

Group \_\_\_\_\_

Owner of Building \_\_\_\_\_

Building Address \_\_\_\_\_

Building Permit No. 221178

Type of Construction New Res Building

Address 208 N. Sheridan Ave

By: [Signature]

Building Official

Date: 3-2-23

[Signature]  
Community Development Director

Post in a Conspicuous Place



## JOB SITE INSPECTION RECORD

POST THIS CARD AT OR NEAR FRONT OF JOB SITE

PERMIT NO. 221178

ADDRESS 208 N Sheridan Ave

NATURE OF WORK

New Residential building

TYPE

OWNER

CONTRACTOR TW Custom Homes.

OCCUPANCY

## INSPECTOR MUST SIGN APPROPRIATE SPACE

INSPECTION DATE INSPECTOR

Foundation		
Setback	5-10-22	3/1/23
Footing	16-28-22	3/1/23
Foundation Wall		

DO NOT POUR CONCRETE UNTIL ABOVE IS SIGNED

Concrete Floor Slabs		
Electrical (groundwork)	6-24-22	3/1/23
Plumbing (groundwork)	8-18-22	3/1/23
Reinforcing	8-18-22	3/1/23
Perimeter Heating		

DO NOT POUR CONCRETE UNTIL ABOVE IS SIGNED

Rough Electrical		
Rough Plumbing	8-18-22	3/1/23
Gas Piping	8-18-22	3/1/23
Heating and Ventilation	9-20-22	3/1/23

ABOVE MUST BE SIGNED BEFORE FRAME INSPECTION

Roofing		
Framing	10-3-22	3/1/23

ABOVE MUST BE SIGNED BEFORE WALLS ARE COVERED

## CERTIFICATE OF OCCUPANCY

Conditions:

☐ Unrestricted☐ Restricted as follows:

Valley Center Review	Date
ROW	3/2/23
Sewer	3/2/23
Water	3/2/23
BMP/Stormwater	3/2/23

INSPECTION DATE INSPECTOR

Wall Covering		
Sidewall Insulation		
Wallboard		
Miscellaneous		
Attic Insulation		
Electrical Underground		

Fire Department		
Fire Alarm System		
Fire Sprinkler System		
Fire Extinguishing System		
Fire Detection System		

Final		
Electrical		
Plumbing		
Htg. Vent. & A/C		
Site Work		
Parking Lot		
Screening		
Sidewalks		
Grading		

CERTIFICATION:

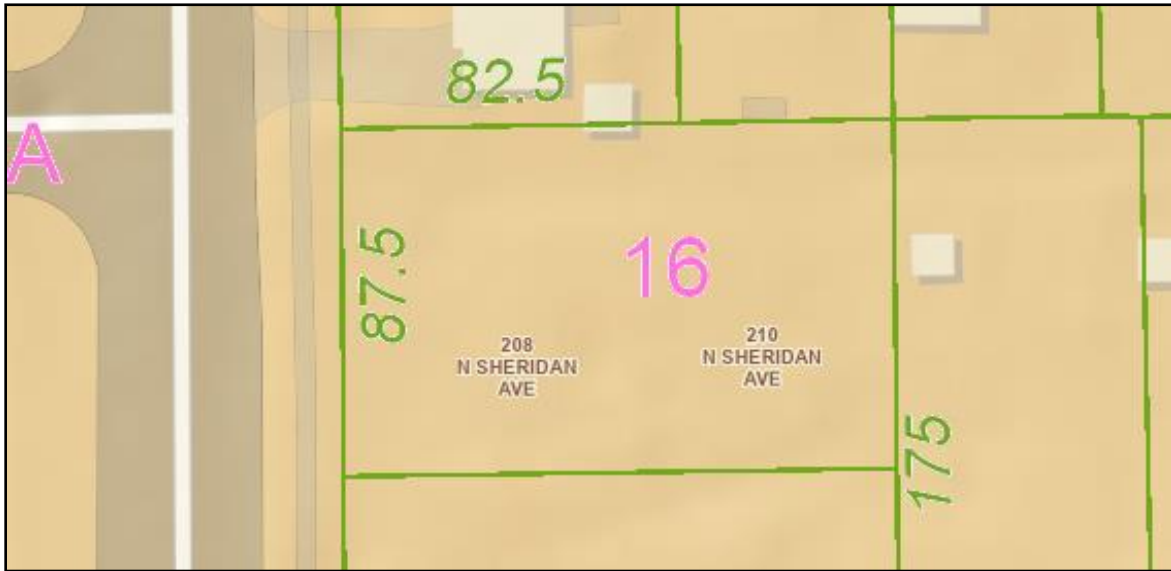
The above job has been inspected as noted and is hereby entitled to be issued a CERTIFICATE of OCCUPANCY as noted.

Temporary ☐Partial ☐Full ☒



## **CHIP-2023-01 Property Map**

- Property Owner: Jeff Pritchard
- Property Details: one duplex (208/210 N. Sheridan Avenue)
- Development finished in March 2023





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

**J. APPROVAL OF CHIP-2023-01 APPLICATION:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**City staff recommends approval of CHIP-2023-01 and award the appropriate property tax rebates to Jeff Pritchard for property tax years 2023-2025.**

## **NEW BUSINESS**

### **K. APPROVAL OF GIS AGREEMENT WITH MSA PROFESSIONAL SERVICES:**

City Administrator Clark will present and request approval of agreement with MSA Professional Services Inc. MSA will provide on-call GIS technical support services. Support includes ArcGIS online modification, configuration, training, map updates as well other services requested.

- Agreement



## Professional Services Agreement

MSA Project Number (2023): **R21774001.0**

This AGREEMENT (Agreement) is made today March 1, 2023 by and between CITY OF VALLEY CENTER, KS (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

**Project Name:** City of Valley Center, KS On Call GIS Services 2023-2024

**The scope of the work authorized is:** Provide on-call GIS Technical Support Services for tasks authorized by the client. Support can include ArcGIS Online modification, configuration, training, or map updates. Other services could include data creation, PDF map creation and printing, or field work. This contract will serve multiple departments and requested services will be detailed separately on a single invoice. Client may request or determine tasks at contract term initiation or at any point within the term duration. MSA will provide detailed scope and cost estimates prior to commencement of tasks upon request.

**The schedule to perform the work is:** Approximate Start Date: 3/1/2023  
Approximate Completion Date: 12/31/2023

**The estimated fee for the work is:** *To be determined based upon client requested scope*

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement.

**Approval:** Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

### CITY OF VALLEY CENTER, KS

\_\_\_\_\_  
Brent Clark  
City Administrator  
Date: \_\_\_\_\_

545 W. Clay Street  
Valley Center, KS 67147  
Phone: **316-755-7320**

### MSA PROFESSIONAL SERVICES, INC.

\_\_\_\_\_  
Jeff Powell  
Team Leader - GIS  
Date: \_\_\_\_\_

60 Plato Blvd. #140  
St. Paul, MN 55107  
Phone: **612-548-3123**

## ATTACHMENT A: RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative .....	\$ 85 – \$140/hr.
Architects .....	\$ 70 – \$205/hr.
Community Development Specialists .....	\$140 – \$175/hr.
Digital Design .....	\$165 – \$180/hr.
Environmental Scientists/Hydrogeologists .....	\$100 – \$170/hr.
Geographic Information Systems (GIS) .....	\$ 90 – \$175/hr.
Housing Administration .....	\$ 90 – \$160/hr.
Inspectors/Zoning Administrators .....	\$100 – \$120/hr.
IT Support .....	\$165 – \$180/hr.
Land Surveying .....	\$ 90 – \$175/hr.
Landscape Designers & Architects .....	\$ 70 – \$205/hr.
Planners .....	\$ 95 – \$160/hr.
Principals .....	\$200 – \$300/hr.
Professional Engineers/Designers of Engineering Systems .....	\$140 – \$175/hr.
Project Managers .....	\$145 – \$220/hr.
Real Estate Professionals .....	\$130 – \$145/hr.
Staff Engineers .....	\$ 70 – \$130/hr.
Technicians .....	\$ 90 – \$140/hr.
Wastewater Treatment Plant Operator .....	\$ 85 – \$105/hr.

### REIMBURSABLE EXPENSES

Copies/Prints .....	Rate based on volume
Specs/Reports .....	\$10
Copies .....	\$0.20/page
Plots .....	\$0.015/sq.in.
Flash Drive .....	\$10
GPS Equipment .....	\$30/hour
Laser Level .....	\$10/per day
Mailing/UPS .....	At cost
Mileage – Reimbursement .....	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle .....	\$0.70 mile
Nuclear Density Testing .....	\$25.00/day + \$10/test
Organic Vapor Field Meter .....	\$100/day
PC/CADD Machine .....	Included in labor rates
Robotic Survey Equipment .....	\$40/hour
Stakes/Lath/Rods .....	At cost
Travel Expenses, Lodging, & Meals .....	At cost
Traffic Counting Equipment & Data Processing .....	At cost
Geodimeter .....	\$30/hour
Drone Flight .....	\$390/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2023. 2024 rates will be limited to a maximum 6% increase.

**MSA PROFESSIONAL SERVICES, INC. (MSA) GENERAL TERMS AND CONDITIONS OF SERVICES - GIS**

1. **Scope and Fee.** The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

5. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

6. **Proprietary Information.** MSA Owns and retains all right, title and interest in and to the MSA Intellectual Property Information of MSA, and Owner owns and retains all right, title and interest in and to the Owner Data and Proprietary Information of Owner.

7. **Owner Data.** Owner assumes full responsibility for the accuracy and quality of the Owner Data provided, stored or transmitted, and the use of such Owner Data, including the results obtained therefrom.

8. **Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

9. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

10. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by infringement of any patent, copyright, trade secret, or other intellectual property right by any Deliverables or any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by Customer's misuse of the Deliverables or any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

11. **Non-Solicitation** During the term of this Agreement and for a period of one (1) year after termination or expiration of this Agreement, each party agrees that without the other party's consent it shall not either directly or indirectly solicit, recruit or hire as an employee, consultant, or independent contractor, any personnel of the other party; provided however that nothing herein shall preclude the hiring party from hiring or retaining any individual who is hired solely as a result of the use of a general solicitation (such as an advertisement) not specifically directed to

the individual. Remedy for any violation of this provision shall be liquidated damages in the amount equal to 50% of the employee's annual salary, including bonuses currently in effect for the employee. The parties agree that any damages from the breach of this provision would be difficult to determine and that the remedy set forth herein is a reasonable estimate of such damages.

12. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

13. **Jurisdiction and Venue.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin. OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

14. **Understanding.** . This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

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

**K. APPROVAL OF GIS AGREEMENT WITH MSA PROFESSIONAL SERVICES:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion of approval agreement with MSA Professional Services for GIS services and authorize Mayor or City Administrator to sign.**

## **CONSENT AGENDA**

- A. APPROPRIATION ORDINANCE – MARCH 21, 2023**
- B. CHECK RECONCILIATION - FEBRUARY 2023**
- C. TREASURER’S REPORT – FEBRUARY 2023**
- D. REVENUE AND EXPENSE SUMMARIES – FEBRUARY 2023**
- E. REQUEST FROM PUBLIC LIBRARY FOR USE OF LIONS PARK – APRIL 8, 2023**
- F. AGREEMENT WITH SEDGWICK COUNTY FOR RSVP TRANSPORTATION SERVICES**
- G. CONTRACT EXTENSION AGREEMENT WITH CUT RATE LAWN CARE**
- H. REQUEST FROM LIFEPOINT CHURCH FOR USE OF LIONS PARK – APRIL 9, 2023**

### **RECOMMENDED ACTION:**

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



## **CONSENT AGENDA**

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

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

#### **March 21, 2023, Appropriation**

<b>Total</b>	<b>\$ 714,685.15</b>
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VENDOR SET: 03 City of Valley Center

March 21, 2023 Council Agenda Page 78

BANK: \* ALL BANKS

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0050	LLOYD C. NEWMAN							
C-CHECK	LLOYD C. NEWMAN	VOIDED V	3/10/2023			055017		340.50CR

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
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:	1 VOID DEBITS	0.00		
	VOID CREDITS	340.50CR	340.50CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 03 BANK: * TOTALS:	1	340.50CR	0.00	0.00
BANK: * TOTALS:	1	340.50CR	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	ARNOLD, JOSHUA							
I-000202303019917	US REFUND	R	3/03/2023	7.01		054966		7.01
0009	VERIZON WIRELESS SERVICES, LLC							
I-202303029925	VERIZON WIRELESS SERVICES, LLC	R	3/03/2023	50.04		054967		50.04
0035	BARRY ARBUCKLE							
I-202302279899	BARRY ARBUCKLE	R	3/03/2023	800.00		054968		800.00
0042	LARRY LINN							
I-202302279895	LARRY LINN	R	3/03/2023	1,700.00		054969		1,700.00
0059	CITY OF WICHITA							
I-202302279908	CITY OF WICHITA	R	3/03/2023	9,016.00		054970		9,016.00
0080	KDHE-BUREAU OF WATER							
I-202302289909	KDHE-BUREAU OF WATER	R	3/03/2023	25.00		054971		25.00
0098	VALLEY CENTER POSTMASTER							
I-202302279901	VALLEY CENTER POSTMASTER	R	3/03/2023	290.00		054972		290.00
0154	ASSESSMENT STRATEGIES, LLC							
I-202303029923	ASSESSMENT STRATEGIES, LLC	R	3/03/2023	315.00		054973		315.00
0156	BEALL & MITCHELL, LLC							
I-202302279897	BEALL & MITCHELL, LLC	R	3/03/2023	1,850.00		054974		1,850.00
0162	CIVIC PLUS							
I-202303029922	CIVIC PLUS	R	3/03/2023	2,732.48		054975		2,732.48
0183	KANSAS ONE-CALL SYSTEM, INC							
I-202303029920	KANSAS ONE-CALL SYSTEM, INC	R	3/03/2023	144.00		054976		144.00
0196	P E C (PROFESSIONAL ENGINEERIN							
I-202302279905	P E C (PROFESSIONAL ENGINEERIN	R	3/03/2023	49,796.35		054977		49,796.35
0224	SUMNERONE, INC.							
I-202303019914	SUMNERONE, INC.	R	3/03/2023	199.73		054978		199.73
0226	RURAL WATER DISTRICT #2							
I-202303019912	RURAL WATER DISTRICT #2	R	3/03/2023	20.54		054979		20.54
0261	CTA (COMMUNICATIONS TECHNOLOGY							
I-202303019915	CTA (COMMUNICATIONS TECHNOLOGY	R	3/03/2023	107.98		054980		107.98

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0457	CHRISTOPHER MICHAEL LEE DAVIS,							
I-202302279896	CHRISTOPHER MICHAEL LEE DAVIS,	R	3/03/2023	125.00		054981		125.00
0542	GIANT COMMUNICATIONS							
I-202303029926	GIANT COMMUNICATIONS	R	3/03/2023	2,106.09		054982		2,106.09
0601	JOY K. WILLIAMS, ATTORNEY AT L							
I-202302279898	JOY K. WILLIAMS, ATTORNEY AT L	R	3/03/2023	1,350.00		054983		1,350.00
0688	SALINA SUPPLY COMPANY							
I-202302279907	SALINA SUPPLY COMPANY	R	3/03/2023	257.19		054984		257.19
0691	LE VENUE							
I-202303029919	LE VENUE	R	3/03/2023	1,214.00		054985		1,214.00
0768	MABCD							
I-202302279906	MABCD	R	3/03/2023	477.60		054986		477.60
0784	MERIDIAN ANALYTICAL LABS, LLC							
I-202303029918	MERIDIAN ANALYTICAL LABS, LLC	R	3/03/2023	425.00		054987		425.00
0799	ELITE FRANCHISING INC DBA JANI							
I-202303029921	ELITE FRANCHISING INC DBA JANI	R	3/03/2023	1,925.43		054988		1,925.43
0824	GALLS, LLC							
I-202303029927	GALLS, LLC	R	3/03/2023	692.44		054989		692.44
0898	GREATER WICHITA YMCA							
I-202302279900	GREATER WICHITA YMCA	R	3/03/2023	37.50		054990		37.50
0912	PATTON TERMITE & PEST CONTROL							
I-202303019916	PATTON TERMITE & PEST CONTROL	R	3/03/2023	2,200.00		054991		2,200.00
1004	IMAGINE IT, INC.							
I-202303029924	IMAGINE IT, INC.	R	3/03/2023	1,559.14		054992		1,559.14
1016	DORMAKABA USA							
I-202303019913	DORMAKABA USA	R	3/03/2023	525.30		054993		525.30
1108	TRAILERS N MORE LLC							
I-202302289911	TRAILERS N MORE LLC	R	3/03/2023	19,694.00		054994		19,694.00
1	HELMUTH, ANDREW							
I-000202303089955	BOND REFUND	R	3/10/2023	1,200.00		054999		1,200.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	BEHNKE, HOWARD M							
I-000202303089956	BOND REFUND	R	3/10/2023	321.50		055000		321.50
0077	KANSAS OFFICE OF THE TREASURER							
I-202303069934	KANSAS OFFICE OF THE TREASURER	R	3/10/2023	2,605.88		055001		2,605.88
0098	VALLEY CENTER POSTMASTER							
I-202303069937	VALLEY CENTER POSTMASTER	R	3/10/2023	6,000.00		055002		6,000.00
0153	ARK VALLEY NEWS							
I-202303069939	ARK VALLEY NEWS	R	3/10/2023	186.92		055003		186.92
0261	CTA (COMMUNICATIONS TECHNOLOGY							
I-202303079945	CTA (COMMUNICATIONS TECHNOLOGY	R	3/10/2023	67.50		055004		67.50
0306	SEDGWICK COUNTY							
I-202303069941	SEDGWICK COUNTY	R	3/10/2023	519.40		055005		519.40
0509	NOWAK CONSTRUCTION CO., INC.							
I-202303079949	NOWAK CONSTRUCTION CO., INC.	R	3/10/2023	399,334.88		055006		399,334.88
0680	FLUID EQUIPMENT							
I-202303079947	FLUID EQUIPMENT	R	3/10/2023	730.00		055007		730.00
0815	KONICA MINOLTA BUSINESS SOLUTI							
I-202303069938	KONICA MINOLTA BUSINESS SOLUTI	R	3/10/2023	94.13		055008		94.13
1056	WEX BANK							
I-202303069940	WEX BANK	R	3/10/2023	5,666.14		055009		5,666.14
1078	FLEXIBLE BENEFIT SERVICE CORPO							
I-202303079951	FLEXIBLE BENEFIT SERVICE CORPO	R	3/10/2023	243.42		055010		243.42
1082	T-MOBILE							
I-202303079944	T-MOBILE	R	3/10/2023	673.17		055011		673.17
1149	MUNICIPAL SUPPLY INC. OF WICHI							
I-202303079950	MUNICIPAL SUPPLY INC. OF WICHI	R	3/10/2023	923.50		055012		923.50
1226	THE TAP OF KANSAS							
I-202303079948	THE TAP OF KANSAS	R	3/10/2023	6,081.19		055013		6,081.19
1285	SHANAKEE FARMS LLC							
I-202303069936	SHANAKEE FARMS LLC	R	3/10/2023	3,415.00		055014		3,415.00

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 DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1286	MCCOWNGORDON CONSTRUCTION, LLC							
I-202303079952	MCCOWNGORDON CONSTRUCTION, LLC	R	3/10/2023	179,868.64		055015		179,868.64
1287	NUTRIEN AG SOLUTIONS, INC.							
I-202303079954	NUTRIEN AG SOLUTIONS, INC.	R	3/10/2023	5,785.00		055016		5,785.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	47	713,359.09	0.00	713,359.09
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 02 BANK: APBK TOTALS:	47	713,359.09	0.00	713,359.09

VENDOR SET: 03 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 DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0001	AMANDA PARK							
I-202302279903	AMANDA PARK	R	3/03/2023	43.19		054995		43.19
0033	NEAL OWINGS							
I-202302289910	NEAL OWINGS	R	3/03/2023	94.96		054996		94.96
0088	ERIK NYGAARD							
I-202302279904	ERIK NYGAARD	R	3/03/2023	295.50		054997		295.50
0120	WADE GAYLORD							
I-202302279902	WADE GAYLORD	R	3/03/2023	34.10		054998		34.10
0050	LLOYD C. NEWMAN							
I-202303069943	LLOYD C. NEWMAN	V	3/10/2023	340.50		055017		340.50
0050	LLOYD C. NEWMAN							
M-CHECK	LLOYD C. NEWMAN	VOIDED	V	3/10/2023		055017		340.50CR
0140	JESSICA SMITH							
I-202303069942	JESSICA SMITH	R	3/10/2023	546.85		055018		546.85
0144	HEATHER VONFELDT							
I-202303079946	HEATHER VONFELDT	R	3/10/2023	46.96		055019		46.96
0050	LLOYD C. NEWMAN							
I-202303089958	LLOYD C. NEWMAN	R	3/10/2023	264.50		055020		264.50

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	7	1,666.56	0.00	1,326.06
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	340.50CR	340.50CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 03 BANK: APBK TOTALS:	7	1,326.06	0.00	1,326.06
BANK: APBK TOTALS:	54	714,685.15	0.00	714,685.15
REPORT TOTALS:	54	714,685.15	0.00	714,685.15

## SELECTION CRITERIA

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VENDOR SET: \* - All

VENDOR: ALL

BANK CODES: All

FUNDS: All

---

## CHECK SELECTION

CHECK RANGE: 054966 THRU 055020

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

CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99

INCLUDE ALL VOIDS: YES

---

## PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES

PRINT G/L: NO

UNPOSTED ONLY: NO

EXCLUDE UNPOSTED: NO

MANUAL ONLY: NO

STUB COMMENTS: NO

REPORT FOOTER: NO

CHECK STATUS: NO

PRINT STATUS: \* - All

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## **CONSENT AGENDA**

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

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
BANK DRAFT:								
1000-001.000	2/10/2023	BANK-DRAFT	001453	KANSAS DEPT OF REVENUE	4,659.53CR	POSTED	A	2/28/2023
1000-001.000	2/10/2023	BANK-DRAFT	001454	KANSAS PAYMENT CENTER	403.50CR	POSTED	A	2/28/2023
1000-001.000	2/10/2023	BANK-DRAFT	001455	KPERS	24,947.69CR	POSTED	A	2/28/2023
1000-001.000	2/10/2023	BANK-DRAFT	001456	EMPOWER FINANCIAL	1,731.24CR	POSTED	A	2/28/2023
1000-001.000	2/10/2023	BANK-DRAFT	001457	IRS- DEPARTMENT OF THE TREASUR	24,626.48CR	POSTED	A	2/28/2023
1000-001.000	2/10/2023	BANK-DRAFT	001458	MID AMERICAN CREDIT UNION	682.30CR	POSTED	A	2/28/2023
1000-001.000	2/24/2023	BANK-DRAFT	001465	KANSAS DEPT OF REVENUE	4,658.32CR	POSTED	A	2/28/2023
1000-001.000	2/24/2023	BANK-DRAFT	001466	KANSAS PAYMENT CENTER	403.50CR	POSTED	A	2/28/2023
1000-001.000	2/24/2023	BANK-DRAFT	001467	KPERS	24,377.26CR	POSTED	A	2/28/2023
1000-001.000	2/24/2023	BANK-DRAFT	001468	EMPOWER FINANCIAL	1,731.24CR	POSTED	A	2/28/2023
1000-001.000	2/24/2023	BANK-DRAFT	001469	IRS- DEPARTMENT OF THE TREASUR	25,084.56CR	POSTED	A	2/28/2023
1000-001.000	2/24/2023	BANK-DRAFT	001470	MID AMERICAN CREDIT UNION	532.30CR	POSTED	A	2/28/2023
1000-001.000	2/28/2023	BANK-DRAFT	001459	KANSAS OFFICE OF THE TREVOIDED	2,107.23CR	VOIDED	A	2/28/2023
1000-001.000	2/28/2023	BANK-DRAFT	001460	COX COMMUNICATIONS KANSAS LLC	606.89CR	POSTED	A	2/28/2023
1000-001.000	2/28/2023	BANK-DRAFT	001461	KANSAS GAS SERVICE	10,628.87CR	POSTED	A	2/28/2023
1000-001.000	2/28/2023	BANK-DRAFT	001462	EVERGY KANSAS CENTRAL, INC.	20,879.57CR	POSTED	A	2/28/2023
1000-001.000	2/28/2023	BANK-DRAFT	001463	KANSAS DEPT OF REVENUE	765.10CR	POSTED	A	2/28/2023
1000-001.000	2/28/2023	BANK-DRAFT	001464	ENTERPRISE FLEET MANAGEMENT	10,940.51CR	POSTED	A	2/28/2023
1000-001.000	2/28/2023	BANK-DRAFT	001471	IRS- DEPARTMENT OF THE TREASUR	65.08CR	POSTED	A	2/28/2023
1000-001.000	2/28/2023	BANK-DRAFT	001472	FLEXIBLE BENEFIT SERVICE CORPO	5,600.19CR	POSTED	A	2/28/2023
1000-001.000	2/28/2023	BANK-DRAFT	001473	FLEXIBLE BENEFIT SERVICE CORPO	129.64CR	POSTED	A	2/28/2023
1000-001.000	2/28/2023	BANK-DRAFT	001474	ALLIED BENEFIT-ATF2	41,574.32CR	POSTED	A	2/28/2023
1000-001.000	2/28/2023	BANK-DRAFT	001475	BENEFIT MANAGEMENT INC.	14,343.30CR	POSTED	A	2/28/2023

CHECK:								
1000-001.000	2/03/2023	CHECK	054867	VERIZON WIRELESS SERVICES, LLC	50.04CR	POSTED	A	2/28/2023
1000-001.000	2/03/2023	CHECK	054868	WICHITA WINWATER WORKS CO.	716.07CR	POSTED	A	2/28/2023
1000-001.000	2/03/2023	CHECK	054869	BARRY ARBUCKLE	800.00CR	POSTED	A	2/28/2023
1000-001.000	2/03/2023	CHECK	054870	LARRY LINN	1,700.00CR	POSTED	A	2/28/2023
1000-001.000	2/03/2023	CHECK	054871	VALLEY CENTER PUBLIC LIBRARY	142,275.94CR	POSTED	A	2/28/2023
1000-001.000	2/03/2023	CHECK	054872	VALLEY PRINT LOGISTICS	74.73CR	POSTED	A	2/28/2023
1000-001.000	2/03/2023	CHECK	054873	MAYER SPECIALTY SERVICES	2,080.00CR	POSTED	A	2/28/2023
1000-001.000	2/03/2023	CHECK	054874	BEALL & MITCHELL, LLC	1,850.00CR	POSTED	A	2/28/2023
1000-001.000	2/03/2023	CHECK	054875	KANSAS ONE-CALL SYSTEM, INC	97.20CR	POSTED	A	2/28/2023
1000-001.000	2/03/2023	CHECK	054876	P E C (PROFESSIONAL ENGINEERIN	59,462.80CR	POSTED	A	2/28/2023
1000-001.000	2/03/2023	CHECK	054877	SUMNERONE, INC.	159.78CR	POSTED	A	2/28/2023
1000-001.000	2/03/2023	CHECK	054878	MID-STATES ORGANIZED CRIME INF	150.00CR	POSTED	A	2/28/2023

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000-001.000	2/03/2023	CHECK	054886	SALINA SUPPLY COMPANY	62.90CR	POSTED	A	2/28/2023
1000-001.000	2/03/2023	CHECK	054887	MABCD	195.35CR	POSTED	A	2/28/2023
1000-001.000	2/03/2023	CHECK	054888	SHELLEY ELECTRIC	225.00CR	POSTED	A	2/28/2023
1000-001.000	2/03/2023	CHECK	054889	ELITE FRANCHISING INC DBA JANI	1,925.43CR	POSTED	A	2/28/2023
1000-001.000	2/03/2023	CHECK	054890	MID-CONTINENT SAFETY	315.25CR	POSTED	A	2/28/2023
1000-001.000	2/03/2023	CHECK	054891	KONICA MINOLTA BUSINESS SOLUTI	74.46CR	POSTED	A	2/28/2023
1000-001.000	2/03/2023	CHECK	054892	GALLS, LLC	948.85CR	POSTED	A	2/28/2023
1000-001.000	2/03/2023	CHECK	054893	ITRON, INC.	1,200.00CR	POSTED	A	2/28/2023
1000-001.000	2/03/2023	CHECK	054894	GREATER WICHITA YMCA	31.25CR	POSTED	A	2/28/2023
1000-001.000	2/03/2023	CHECK	054895	IMAGINE IT, INC.	13,017.42CR	POSTED	A	2/28/2023
1000-001.000	2/03/2023	CHECK	054896	WEX BANK	6,738.76CR	POSTED	A	2/28/2023
1000-001.000	2/03/2023	CHECK	054897	T-MOBILE	673.17CR	POSTED	A	2/28/2023
1000-001.000	2/03/2023	CHECK	054898	WAV	2,415.00CR	POSTED	A	2/28/2023
1000-001.000	2/03/2023	CHECK	054899	MUNICIPAL SUPPLY INC. OF WICHI	235.55CR	POSTED	A	2/28/2023
1000-001.000	2/03/2023	CHECK	054900	MARQUEE HEALTH LLC	1,474.20CR	POSTED	A	2/28/2023
1000-001.000	2/03/2023	CHECK	054901	LILIANA GARCIA	155.00CR	POSTED	A	2/28/2023
*** 1000-001.000	2/10/2023	CHECK	054903	CITY OF NEWTON	200.00CR	POSTED	A	2/28/2023
1000-001.000	2/10/2023	CHECK	054904	KDHE-BUREAU OF WATER	104,323.57CR	OUTSTND	A	0/00/0000
1000-001.000	2/10/2023	CHECK	054905	TYLER TECHNOLOGIES INC	720.00CR	POSTED	A	2/28/2023
1000-001.000	2/10/2023	CHECK	054906	ARK VALLEY NEWS	811.60CR	POSTED	A	2/28/2023
1000-001.000	2/10/2023	CHECK	054907	CITY ATTORNEYS ASSN OF KS	35.00CR	POSTED	A	2/28/2023
1000-001.000	2/10/2023	CHECK	054908	KANSAS MAYORS ASSOCIATION	50.00CR	POSTED	A	2/28/2023
1000-001.000	2/10/2023	CHECK	054909	SEDGWICK COUNTY	561.80CR	POSTED	A	2/28/2023
1000-001.000	2/10/2023	CHECK	054910	WICHITA STATE UNIVERSITY	400.00CR	POSTED	A	2/28/2023
1000-001.000	2/10/2023	CHECK	054911	CINTAS CORPORATION NO 2	68.88CR	POSTED	A	2/28/2023
1000-001.000	2/10/2023	CHECK	054912	NOWAK CONSTRUCTION CO., INC.	38,568.29CR	POSTED	A	2/28/2023
1000-001.000	2/10/2023	CHECK	054913	PHILIP L. WEISER, J.D.	300.00CR	POSTED	A	2/28/2023
1000-001.000	2/10/2023	CHECK	054914	DITCH WITCH UNDERCON	620.96CR	POSTED	A	2/28/2023
1000-001.000	2/10/2023	CHECK	054915	GALLS, LLC	33.69CR	POSTED	A	2/28/2023
1000-001.000	2/10/2023	CHECK	054916	RED EQUIPMENT LLC.	2,721.16CR	POSTED	A	2/28/2023
1000-001.000	2/10/2023	CHECK	054917	FLEXIBLE BENEFIT SERVICE CORPO	622.00CR	OUTSTND	A	0/00/0000
1000-001.000	2/10/2023	CHECK	054918	WASTE CONNECTIONS OF KANSAS, I	43,720.73CR	POSTED	A	2/28/2023
1000-001.000	2/10/2023	CHECK	054919	CUT RATES LAWN CARE LLC	900.00CR	OUTSTND	A	0/00/0000
1000-001.000	2/10/2023	CHECK	054920	HUTCHINSON SALT COMPANY, INC	450.00CR	POSTED	A	2/28/2023
1000-001.000	2/10/2023	CHECK	054921	APEX EXCAVATING, LLC	63,776.25CR	POSTED	A	2/28/2023
1000-001.000	2/10/2023	CHECK	054922	JASON EASLEY	304.50CR	POSTED	A	2/28/2023
1000-001.000	2/17/2023	CHECK	054923	HACH COMPANY	301.50CR	POSTED	A	2/28/2023

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000-001.000	2/17/2023	CHECK	054931	ADAM ENTERKIN	250.00CR	POSTED	A	2/28/2023
*** 1000-001.000	2/24/2023	CHECK	054933	ADRIAN & PANKRATZ, P.A.	242.02CR	POSTED	A	2/28/2023
1000-001.000	2/24/2023	CHECK	054934	AFLAC	498.81CR	OUTSTND	A	0/00/0000
1000-001.000	2/24/2023	CHECK	054935	DELTA DENTAL OF KANSAS, INC.	3,089.39CR	OUTSTND	A	0/00/0000
1000-001.000	2/24/2023	CHECK	054936	SURENCY LIFE AND HEALTH	763.98CR	POSTED	A	2/28/2023
1000-001.000	2/24/2023	CHECK	054937	WICHITA WINWATER WORKS CO.	54.94CR	POSTED	A	2/28/2023
1000-001.000	2/24/2023	CHECK	054938	MIKE JOHNSON SALES, INC.	42.30CR	OUTSTND	A	0/00/0000
1000-001.000	2/24/2023	CHECK	054939	SOUTHERN KS-NORTHERN OKLAHOMA	60.00CR	OUTSTND	A	0/00/0000
1000-001.000	2/24/2023	CHECK	054940	KANSAS OFFICE OF THE TREASURER	2,107.23CR	POSTED	A	2/28/2023
1000-001.000	2/24/2023	CHECK	054941	LKM - LEAGUE OF KANSAS MUNICI	139.00CR	POSTED	A	2/28/2023
1000-001.000	2/24/2023	CHECK	054942	VALLEY PRINT LOGISTICS	85.74CR	POSTED	A	2/28/2023
1000-001.000	2/24/2023	CHECK	054943	CITY OF WICHITA	49,986.07CR	POSTED	A	2/28/2023
1000-001.000	2/24/2023	CHECK	054944	UCI - UTILITY CONSULTANTS	130.00CR	OUTSTND	A	0/00/0000
1000-001.000	2/24/2023	CHECK	054945	WICHITA STATE UNIVERSITY	135.00CR	POSTED	A	2/28/2023
1000-001.000	2/24/2023	CHECK	054946	MAIN STREET VALLEY CENTER	10,000.00CR	OUTSTND	A	0/00/0000
1000-001.000	2/24/2023	CHECK	054947	BARDAVON HEALTH INNOVATIONS	220.00CR	POSTED	A	2/28/2023
1000-001.000	2/24/2023	CHECK	054948	CENTRAL KEY & SAFE COMPANY, IN	1,170.00CR	POSTED	A	2/28/2023
1000-001.000	2/24/2023	CHECK	054949	GALLS, LLC	461.83CR	OUTSTND	A	0/00/0000
1000-001.000	2/24/2023	CHECK	054950	PINNACLE FIRE & AUTOMATION	300.00CR	OUTSTND	A	0/00/0000
1000-001.000	2/24/2023	CHECK	054951	GENE'S STUMP GRINDING SERVICES	945.00CR	POSTED	A	2/28/2023
1000-001.000	2/24/2023	CHECK	054952	VALLEY CENTER MUD DAUBERS	2,000.00CR	OUTSTND	A	0/00/0000
1000-001.000	2/24/2023	CHECK	054953	HAYNES EQUIPMENT CO., INC.	374.00CR	POSTED	A	2/28/2023
1000-001.000	2/24/2023	CHECK	054954	MUNICIPAL SUPPLY INC. OF WICHI	290.50CR	POSTED	A	2/28/2023
1000-001.000	2/24/2023	CHECK	054955	SHORT ELLIOT HENDRICKSON, INC.	10,225.00CR	OUTSTND	A	0/00/0000
1000-001.000	2/24/2023	CHECK	054956	NEWGEN STRATEGIES & SOLUTIONS,	1,270.00CR	OUTSTND	A	0/00/0000
1000-001.000	2/24/2023	CHECK	054957	WILDCAT CONSTRUCTION CO., INC	459,265.85CR	OUTSTND	A	0/00/0000
1000-001.000	2/24/2023	CHECK	054958	NEXT GENERATION RECREATION	1,882.24CR	POSTED	A	2/28/2023
1000-001.000	2/24/2023	CHECK	054959	TROJAN TECHNOLOGIES	9.00CR	POSTED	A	2/28/2023
1000-001.000	2/24/2023	CHECK	054960	ARISE CONCRETE LEVLING LLC	1,971.00CR	POSTED	A	2/28/2023
1000-001.000	2/24/2023	CHECK	054961	PRAIRIE POLY MANUFACTURING, LL	5,990.00CR	OUTSTND	A	0/00/0000
1000-001.000	2/24/2023	CHECK	054962	POWERDMS, INC	2,133.00CR	OUTSTND	A	0/00/0000
1000-001.000	2/24/2023	CHECK	054963	PERFECT SETTINGS	1,170.00CR	POSTED	A	2/28/2023
1000-001.000	2/24/2023	CHECK	054964	MATTHEW NORDICK	90.88CR	POSTED	A	2/28/2023
1000-001.000	2/24/2023	CHECK	054965	HAY, CEARA N	1,422.89CR	POSTED	P	2/28/2023
TOTALS FOR ACCOUNT 1000-001				CHECK	TOTAL:	1,144,168.74CR		
				DEPOSIT	TOTAL:	0.00		

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

CHECK DATE: 2/01/2023 THRU 2/28/2023  
 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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TOTALS FOR POOLED CASH FUND				CHECK	TOTAL:	1,144,168.74CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	221,478.62CR		

## **CONSENT AGENDA**

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

## MTD TREASURERS REPORT

AS OF: FEBRUARY 28TH, 2023

FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	M-T-D EXPENSES	CASH BASIS BALANCE	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
010-GENERAL FUND	2,036,031.29	262,014.04	322,687.58	1,975,357.75	0.00	17,782.33	1,993,140.08
020-SPECIAL PARKS AND REC	31,979.97	67.73	0.00	32,047.70	0.00	0.00	32,047.70
030-SPECIAL ALCOHOL AND DRUGS	4,368.13	0.00	0.00	4,368.13	0.00	0.00	4,368.13
040-POOL/REC SALES TAX	1,357,978.14	85,514.93	2,915.00	1,440,578.07	0.00	0.00	1,440,578.07
050-TIF FUND	2,805,390.97	7,106.34	28,206.25	2,784,291.06	0.00	0.00	2,784,291.06
110-EMPLOYEE BENEFITS	822,399.51	21,500.74	57,613.07	786,287.18	0.00	0.00	786,287.18
126-BUILDING EQUIP RESERVE	63,591.15	174.15	0.00	63,765.30	0.00	0.00	63,765.30
127-EQUIPMENT RESERVE	368,585.09	706.28	0.00	369,291.37	0.00	0.00	369,291.37
130-FLEET MANAGEMENT FUND	123,529.94	232.20	10,940.51	112,821.63	0.00	0.00	112,821.63
140-LIBRARY	143,170.75	0.00	142,275.94	894.81	0.00	0.00	894.81
150-SPECIAL HIGHWAY	662,456.30	85,175.47	37,662.48	709,969.29	0.00	1,222.99	711,192.28
160-EMERGENCY EQUIPMENT	168,835.77	1,371.68	0.00	170,207.45	0.00	0.00	170,207.45
161-PUBLIC SAFETY TRAINING	4,197.66	325.00	0.00	4,522.66	0.00	0.00	4,522.66
225-PARK BEAUTIFICATION FUND	2,215.33	0.00	0.00	2,215.33	0.00	0.00	2,215.33
240-D.A.R.E.	1,658.04	0.00	0.00	1,658.04	0.00	0.00	1,658.04
250-DRUG TAX DISTRIBUTION	2,777.38	0.00	0.00	2,777.38	0.00	0.00	2,777.38
260-LAW ENFORCE BLOCK GRANT	0.15	0.00	0.00	0.15	0.00	0.00	0.15
280-ADSAP	1,056.19	0.00	0.00	1,056.19	0.00	0.00	1,056.19
350-CAPITAL PROJECTS FUND	1,827,047.22	9,597.66	( 372,239.24)	2,208,884.12	0.00	0.00	2,208,884.12
410-BOND & INTEREST	1,717,078.42	4,697.24	0.00	1,721,775.66	0.00	0.00	1,721,775.66
420-LAND BANK RESERVE	79,126.19	174.15	0.00	79,300.34	0.00	0.00	79,300.34
510-GIFTS AND GRANTS	5,833.68	1,233.35	0.00	7,067.03	0.00	0.00	7,067.03
520-STATE/FEDERAL GRANT MNGMT	707,055.44	1,577.04	0.00	708,632.48	0.00	0.00	708,632.48
610-WATER OPERATING	2,670,005.79	188,325.72	129,546.41	2,728,785.10	18,912.93	834.47	2,710,706.64
612-STORMWATER UTILITY FUND	288,473.32	28,121.23	0.00	316,594.55	28.99	0.00	316,565.56
613-SOLID WASTE UTILITY	111,395.18	49,534.73	43,720.73	117,209.18	1,007.43	0.00	116,201.75
619-WATER SURPLUS RESERVE	648,572.39	1,973.71	0.00	650,546.10	0.00	0.00	650,546.10
620-SEWER OPERATING	1,353,527.64	115,751.98	149,415.20	1,319,864.42	1,231.75	187.78	1,318,820.45
623-07 SEWER LOAN P & I	0.00	104,323.57	104,323.57	0.00	0.00	0.00	0.00
628-SEWER SURPLUS RESERVE	223,717.76	653.06	0.00	224,370.82	0.00	0.00	224,370.82
GRAND TOTAL	18,232,054.79	970,152.00	657,067.50	18,545,139.29	21,181.10	20,027.57	18,543,985.76
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\*\*\* END OF REPORT \*\*\*

## **CONSENT AGENDA**

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



AS OF: FEBRUARY 28TH, 2023

## 010-GENERAL FUND

## FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	1,616,173.00	0.00	0.00	727,302.82	0.00	888,870.18	45.00
INTERGOVERNMENTAL	700,000.00	82,819.59	0.00	149,455.23	0.00	550,544.77	21.35
LICENSES & PERMITS	661,150.00	87,567.30	0.00	139,921.08	0.00	521,228.92	21.16
CHARGES FOR SERVICES	6,000.00	1,000.00	0.00	2,000.00	0.00	4,000.00	33.33
FINES & FORFEITURES	134,500.00	16,115.99	0.00	28,865.45	0.00	105,634.55	21.46
USE OF MONEY & PROPERTY	23,001.00	5,453.24	0.00	10,989.13	0.00	12,011.87	47.78
OTHER REVENUES	54,974.00	68,645.07	0.00	76,043.70	0.00	( 21,069.70)	138.33
MISCELLANEOUS	169,000.00	412.85	0.00	16,503.57	0.00	152,496.43	9.77
TOTAL REVENUES	3,364,798.00	262,014.04	0.00	1,151,080.98	0.00	2,213,717.02	34.21
<u>EXPENDITURE SUMMARY</u>							
<u>ADMINISTRATION</u>							
PERSONNEL SERV. & BENEF.	440,600.00	45,867.09	0.00	87,597.63	0.00	353,002.37	19.88
CONTRACTUAL SERVICES	173,500.00	14,548.01	0.00	36,001.84	6.00	137,492.16	20.75
COMMODITIES	8,000.00	807.51	0.00	1,438.75	0.00	6,561.25	17.98
CAPITAL OUTLAY	6,500.00	0.00	0.00	0.00	0.00	6,500.00	0.00
OTHER COSTS/MISC.	<u>98,469.00</u>	<u>52.02</u>	<u>0.00</u>	<u>181.55</u>	<u>0.00</u>	<u>98,287.45</u>	<u>0.18</u>
TOTAL ADMINISTRATION	727,069.00	61,274.63	0.00	125,219.77	6.00	601,843.23	17.22
<u>LEGAL &amp; MUNICIPAL COURT</u>							
PERSONNEL SERV. & BENEF.	47,100.00	4,458.59	0.00	8,637.51	0.00	38,462.49	18.34
CONTRACTUAL SERVICES	101,850.00	7,314.84	0.00	17,513.75	5.43	84,330.82	17.20
COMMODITIES	1,000.00	42.30	0.00	59.28	0.00	940.72	5.93
OTHER COSTS/MISC.	<u>26,000.00</u>	<u>561.80</u>	<u>0.00</u>	<u>3,250.85</u>	<u>0.00</u>	<u>22,749.15</u>	<u>12.50</u>
TOTAL LEGAL & MUNICIPAL COURT	175,950.00	12,377.53	0.00	29,461.39	5.43	146,483.18	16.75
<u>COMMUNITY DEVELOPMENT</u>							
PERSONNEL SERV. & BENEF.	168,480.00	16,339.28	0.00	32,372.08	0.00	136,107.92	19.21
CONTRACTUAL SERVICES	45,060.00	11,384.37	0.00	14,988.01	129.95	29,942.04	33.55
COMMODITIES	2,200.00	94.65	0.00	94.65	0.00	2,105.35	4.30
CAPITAL OUTLAY	3,450.00	228.00	0.00	228.00	0.00	3,222.00	6.61
OTHER COSTS/MISC.	<u>30,000.00</u>	<u>2,000.00</u>	<u>0.00</u>	<u>2,000.00</u>	<u>0.00</u>	<u>28,000.00</u>	<u>6.67</u>
TOTAL COMMUNITY DEVELOPMENT	249,190.00	30,046.30	0.00	49,682.74	129.95	199,377.31	19.99
<u>POLICE</u>							
PERSONNEL SERV. & BENEF.	1,035,000.00	111,543.17	0.00	224,607.06	0.00	810,392.94	21.70
CONTRACTUAL SERVICES	184,500.00	11,047.67	0.00	20,966.69	53.95	163,479.36	11.39
COMMODITIES	53,500.00	3,843.83	0.00	3,872.60	0.00	49,627.40	7.24
CAPITAL OUTLAY	<u>34,000.00</u>	<u>496.00</u>	<u>0.00</u>	<u>496.00</u>	<u>0.00</u>	<u>33,504.00</u>	<u>1.46</u>
TOTAL POLICE	1,307,000.00	126,930.67	0.00	249,942.35	53.95	1,057,003.70	19.13

CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: FEBRUARY 28TH, 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
<hr/>							
<u>FIRE</u>							
PERSONNEL SERV. & BENEF.	349,000.00	29,681.91	0.00	57,080.84	0.00	291,919.16	16.36
CONTRACTUAL SERVICES	104,150.00	5,546.98	0.00	11,473.54	15.80	92,660.66	11.03
COMMODITIES	9,000.00	395.34	0.00	395.34	0.00	8,604.66	4.39
CAPITAL OUTLAY	33,000.00	7,342.91	0.00	7,342.91	0.00	25,657.09	22.25
OTHER COSTS/MISC.	<u>2,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,500.00</u>	<u>0.00</u>
TOTAL FIRE	497,650.00	42,967.14	0.00	76,292.63	15.80	421,341.57	15.33
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<u>PARKS &amp; PUBLIC BLDG</u>							
PERSONNEL SERV. & BENEF.	300,000.00	28,440.40	0.00	56,141.39	0.00	243,858.61	18.71
CONTRACTUAL SERVICES	188,180.00	11,853.05	0.00	23,190.45	19.99	164,969.56	12.33
COMMODITIES	54,500.00	5,970.62	0.00	8,391.31	1,063.88	45,044.81	17.35
CAPITAL OUTLAY	6,500.00	1,882.24	0.00	1,882.24	0.00	4,617.76	28.96
OTHER COSTS/MISC.	<u>7,000.00</u>	<u>945.00</u>	<u>0.00</u>	<u>945.00</u>	<u>0.00</u>	<u>6,055.00</u>	<u>13.50</u>
TOTAL PARKS & PUBLIC BLDG	556,180.00	49,091.31	0.00	90,550.39	1,083.87	464,545.74	16.48
<hr/>							
<u>ENVIRONMENTAL SERVICES</u>							
TOTAL							
<hr/>							
<u>PUBLIC WKS STORAGE BLDG</u>							
TOTAL							
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TOTAL EXPENDITURES	3,513,039.00	322,687.58	0.00	621,149.27	1,295.00	2,890,594.73	17.72
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** REVENUE OVER(UNDER) EXPENDITURES	*( 148,241.00)	( 60,673.54)	0.00	529,931.71	( 1,295.00)	( 676,877.71)	356.61-
<hr/>							
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	( 148,241.00)	( 60,673.54)	0.00	529,931.71	( 1,295.00)	( 676,877.71)	356.61-

REVENUE & OTHER SOURCES OVER/											
(UNDER) EXPENDITURES & OTHER (USES)	(	90,594.00)	(	36,112.33)		0.00	383,183.25	0.00	(	473,777.25)	422.97-

CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: FEBRUARY 28TH, 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	142,275.94	0.00	172,974.06	45.13
TOTAL REVENUES	315,250.00	0.00	0.00	142,275.94	0.00	172,974.06	45.13
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
OTHER COSTS/MISC.	<u>335,000.00</u>	<u>142,275.94</u>	<u>0.00</u>	<u>142,275.94</u>	<u>0.00</u>	<u>192,724.06</u>	<u>42.47</u>
TOTAL NON-DEPARTMENTAL	335,000.00	142,275.94	0.00	142,275.94	0.00	192,724.06	42.47
<u>ADMINISTRATION</u>							
TOTAL							
TOTAL EXPENDITURES	335,000.00	142,275.94	0.00	142,275.94	0.00	192,724.06	42.47
** REVENUE OVER (UNDER) EXPENDITURES *	( 19,750.00)	( 142,275.94)	0.00	0.00	0.00	( 19,750.00)	0.00
<u>REVENUE &amp; OTHER SOURCES OVER/</u>							
(UNDER) EXPENDITURES & OTHER (USES)	( 19,750.00)	( 142,275.94)	0.00	0.00	0.00	( 19,750.00)	0.00

CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: FEBRUARY 28TH, 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	82,819.59	0.00	201,187.28	0.00	790,772.72	20.28
USE OF MONEY & PROPERTY	0.00	2,355.88	0.00	4,683.33	0.00	( 4,683.33)	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	85,175.47	0.00	205,870.61	0.00	796,089.39	20.55
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	381,752.00	22,321.47	0.00	47,073.98	0.00	334,678.02	12.33
CONTRACTUAL SERVICES	49,900.00	5,665.45	0.00	8,707.94	19.98	41,172.08	17.49
COMMODITIES	52,700.00	3,925.46	0.00	10,806.67	1,355.96	40,537.37	23.08
CAPITAL OUTLAY	363,000.00	5,750.10	0.00	38,620.79	0.00	324,379.21	10.64
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	37,662.48	0.00	105,209.38	1,375.94	760,766.68	12.29
TOTAL EXPENDITURES	867,352.00	37,662.48	0.00	105,209.38	1,375.94	760,766.68	12.29
** REVENUE OVER (UNDER) EXPENDITURES **	<u>134,608.00</u>	<u>47,512.99</u>	<u>0.00</u>	<u>100,661.23</u>	<u>( 1,375.94)</u>	<u>35,322.71</u>	<u>73.76</u>
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	134,608.00	47,512.99	0.00	100,661.23	( 1,375.94)	35,322.71	73.76

CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: FEBRUARY 28TH, 2023

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	31,624.32	0.00	38,615.68	45.02
FINES & FORFEITURES	0.00	979.84	0.00	1,572.00	0.00 (	1,572.00)	0.00
USE OF MONEY & PROPERTY	100.00	391.84	0.00	778.95	0.00 (	678.95)	778.95
TOTAL REVENUES	70,340.00	1,371.68	0.00	33,975.27	0.00	36,364.73	48.30
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
CAPITAL OUTLAY	33,000.00	0.00	0.00 (	4,746.00)	268.03	37,477.97	13.57-
OTHER COSTS/MISC.	<u>30,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>30,000.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	63,000.00	0.00	0.00 (	4,746.00)	268.03	67,477.97	7.11-
<u>ADMINISTRATION</u>							
TOTAL							
TOTAL EXPENDITURES	63,000.00	0.00	0.00 (	4,746.00)	268.03	67,477.97	7.11-
** REVENUE OVER (UNDER) EXPENDITURES **	<u>7,340.00</u>	<u>1,371.68</u>	<u>0.00</u>	<u>38,721.27</u>	( <u>268.03</u> ) (	<u>31,113.24</u> )	<u>523.89</u>
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	7,340.00	1,371.68	0.00	38,721.27 (	268.03) (	31,113.24)	523.89

AS OF: FEBRUARY 28TH, 2023

## 410-BOND &amp; 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	458,770.09	0.00	560,944.91	44.99
USE OF MONEY & PROPERTY	100.00	4,697.24	0.00	9,337.80	0.00	( 9,237.80)	9,337.80
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	4,697.24	0.00	622,091.55	0.00	1,491,723.45	29.43
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
OTHER COSTS/MISC.	4,000.00	0.00	0.00	0.00	0.00	4,000.00	0.00
DEBT SERVICE	<u>2,162,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,162,000.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	2,166,000.00	0.00	0.00	0.00	0.00	2,166,000.00	0.00
<u>ADMINISTRATION</u>							
TOTAL							
TOTAL EXPENDITURES	2,166,000.00	0.00	0.00	0.00	0.00	2,166,000.00	0.00
** REVENUE OVER(UNDER) EXPENDITURES *	( 52,185.00)	4,697.24	0.00	622,091.55	0.00	( 674,276.55)	1,192.09-
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)	4,697.24	0.00	622,091.55	0.00	( 669,276.55)	1,318.41-

CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: FEBRUARY 28TH, 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	181,417.72	0.00	345,358.47	0.00	1,733,204.53	16.62
USE OF MONEY & PROPERTY	1,000.00	6,908.00	0.00	13,732.63	0.00	( 12,732.63)	1,373.26
OTHER REVENUES	0.00	0.00	0.00	8.00	0.00	( 8.00)	0.00
TOTAL REVENUES	2,079,563.00	188,325.72	0.00	359,099.10	0.00	1,720,463.90	17.27
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	413,480.00	18,098.92	0.00	35,496.69	0.00	377,983.31	8.58
CONTRACTUAL SERVICES	978,150.00	106,827.93	0.00	122,897.52	0.00	855,252.48	12.56
COMMODITIES	41,450.00	1,855.70	0.00	2,903.83	0.00	38,546.17	7.01
CAPITAL OUTLAY	56,200.00	2,763.86	0.00	13,842.51	0.00	42,357.49	24.63
OTHER COSTS/MISC.	<u>590,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>590,000.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	2,079,280.00	129,546.41	0.00	175,140.55	0.00	1,904,139.45	8.42
TOTAL EXPENDITURES	2,079,280.00	129,546.41	0.00	175,140.55	0.00	1,904,139.45	8.42
** REVENUE OVER (UNDER) EXPENDITURES **	<u>283.00</u>	<u>58,779.31</u>	<u>0.00</u>	<u>183,958.55</u>	<u>0.00</u>	( <u>183,675.55</u> )	<u>5,003.02</u>
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	283.00	58,779.31	0.00	183,958.55	0.00	( 183,675.55)	5,003.02



612-STORMWATER UTILITY FUND  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
USE OF MONEY & PROPERTY	0.00	1,035.23	0.00	2,057.97	0.00	( 2,057.97)	0.00
OTHER REVENUES	324,000.00	27,086.00	0.00	54,142.00	0.00	269,858.00	16.71
TOTAL REVENUES	324,000.00	28,121.23	0.00	56,199.97	0.00	267,800.03	17.35
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
CONTRACTUAL SERVICES	31,000.00	0.00	0.00	580.78	0.00	30,419.22	1.87
COMMODITIES	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
CAPITAL OUTLAY	100,000.00	0.00	0.00	0.00	0.00	100,000.00	0.00
OTHER COSTS/MISC.	<u>192,600.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>192,600.00</u>	<u>0.00</u>
TOTAL NON-DEPARTMENTAL	328,600.00	0.00	0.00	580.78	0.00	328,019.22	0.18
<u>ADMINISTRATION</u>							
TOTAL							
TOTAL EXPENDITURES	328,600.00	0.00	0.00	580.78	0.00	328,019.22	0.18
** REVENUE OVER (UNDER) EXPENDITURES *	( <u>4,600.00</u> )	<u>28,121.23</u>	<u>0.00</u>	<u>55,619.19</u>	<u>0.00</u>	( <u>60,219.19</u> )	<u>1,209.11</u>
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES) ( 4,600.00 ) 28,121.23 0.00 55,619.19 0.00 ( 60,219.19 ) 1,209.11							

CITY OF VALLEY CENTER  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: FEBRUARY 28TH, 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	834.00	0.00 (	834.00)	0.00
CHARGES FOR SERVICES	608,791.00	47,614.74	0.00	94,056.42	0.00	514,734.58	15.45
USE OF MONEY & PROPERTY	50.00	314.44	0.00	625.09	0.00 (	575.09)	1,250.18
MISCELLANEOUS	8,000.00	1,188.55	0.00	2,338.27	0.00	5,661.73	29.23
TOTAL REVENUES	616,841.00	49,534.73	0.00	97,853.78	0.00	518,987.22	15.86
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
CONTRACTUAL SERVICES	599,280.00	43,720.73	0.00	88,827.03	0.00	510,452.97	14.82
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	43,720.73	0.00	88,827.03	0.00	526,452.97	14.44
<u>ADMINISTRATION</u>							
TOTAL							
TOTAL EXPENDITURES	615,280.00	43,720.73	0.00	88,827.03	0.00	526,452.97	14.44
** REVENUE OVER (UNDER) EXPENDITURES **	<u>1,561.00</u>	<u>5,814.00</u>	<u>0.00</u>	<u>9,026.75</u>	<u>0.00 (</u>	<u>7,465.75)</u>	<u>578.27</u>
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	1,561.00	5,814.00	0.00	9,026.75	0.00 (	7,465.75)	578.27

620-SEWER OPERATING  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
CHARGES FOR SERVICES	1,377,584.00	112,539.82	0.00	224,021.67	0.00	1,153,562.33	16.26
USE OF MONEY & PROPERTY	0.00	3,062.16	0.00	6,087.36	0.00	( 6,087.36)	0.00
OTHER REVENUES	3,000.00	150.00	0.00	150.00	0.00	2,850.00	5.00
TOTAL REVENUES	1,380,584.00	115,751.98	0.00	230,259.03	0.00	1,150,324.97	16.68
<u>EXPENDITURE SUMMARY</u>							
<u>NON-DEPARTMENTAL</u>							
PERSONNEL SERV. & BENEF.	335,869.00	18,733.28	0.00	36,669.14	0.00	299,199.86	10.92
CONTRACTUAL SERVICES	461,700.00	17,821.81	0.00	57,242.83	84.00	404,373.17	12.42
COMMODITIES	24,800.00	2,786.43	0.00	4,716.38	0.00	20,083.62	19.02
CAPITAL OUTLAY	90,000.00	5,750.11	0.00	9,771.77	0.00	80,228.23	10.86
OTHER COSTS/MISC.	<u>497,000.00</u>	<u>104,323.57</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	149,415.20	0.00	212,723.69	84.00	1,196,561.31	15.10
TOTAL EXPENDITURES	1,409,369.00	149,415.20	0.00	212,723.69	84.00	1,196,561.31	15.10
** REVENUE OVER (UNDER) EXPENDITURES	( <u>28,785.00</u> )	( <u>33,663.22</u> )	<u>0.00</u>	<u>17,535.34</u>	( <u>84.00</u> )	( <u>46,236.34</u> )	<u>60.63-</u>
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)							
	( 28,785.00 )	( 33,663.22 )	0.00	17,535.34	( 84.00 )	( 46,236.34 )	60.63-

**CONSENT AGENDA**

**E. REQUEST FROM PUBLIC LIBRARY FOR USE OF LIONS PARK –  
APRIL 8, 2023**

## Special Use Request of City Parks

# Special Use Request of City Parks

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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.

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### Special Use Request Information:

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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.

VC Library Family Spring Party and Egg Hunt with the Lion's Club  
Book Carnival

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1.A Attach additional information if needed

*Field not completed.*

---

2. Include a map or description of the park area requested and include a list of park facilities you will use.

The area behind and to the west of the community center in Lions Park; VCPD and VCFD will have a touch-a-truck in the parking lot as well; the entire building has also been reserved for the event

2.A Attach map if applicable *Field not completed.*

Event Date 4/8/2023

Event Set Up Time 8:00 AM

Event Hours 1:00 PM - 3:00 PM

Event Clean Up Time 5:00 PM

Description of Clean Up Procedure Library staff, Lions Club, area businesses who have booths, and volunteers will clean up their areas inside and outside the building after the event

Sponsoring Organizations Valley Center Public Library and Valley Center Lions Club

Certificate of Liability Insurance ins info for park use 2023.docx

## Applicant Information

First Name Terry

Last Name Foster

Address1 314 E Clay

City VC

State KS

Zip 67147

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](mailto:parks@valleycenterks.org) or call 316-755-7320 x205.

Neal Owings, Director of Parks & Public Buildings

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**CONSENT AGENDA**

**F. AGREEMENT WITH SEDGWICK COUNTY FOR RSVP  
TRANSPORTATION SERVICES:**



# VOLUNTEER TRANSPORTATION SERVICES AGREEMENT

by and between:

**SEDGWICK COUNTY, KANSAS**  
**and**  
**CITY OF VALLEY CENTER, KANSAS**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Sedgwick County, Kansas ("County") and the City of Valley Center, Kansas ("Contractor").

WITNESSETH:

**WHEREAS**, County, by and through its Department on Aging, desires to make available coordination of volunteer transportation services to those residents of Sedgwick County; and

**WHEREAS**, Contractor warrants that it is fully capable of providing said coordination of volunteer transportation services; and

**WHEREAS**, County desires to engage Contractor to provide said coordination of volunteer transportation services; and

**WHEREAS**, County and Contractor desire to state the terms and conditions under which Contractor will provide said services.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

**1. Purpose and Scope of Work.** It is mutually agreed by and between County and Contractor that it is the purpose of this Contract that Contractor provide a program of volunteer transportation services as provided by the RSVP Volunteer Program drivers with rides to be coordinated by the Contractor. Contractor understands and agrees that it will be responsible for coordinating needed transportation services that will then be carried out by the County's RSVP volunteers. The parties agree that time is of the essence in Contractor's performance of this Agreement.

**2. Term.** The Agreement shall be for one (1) Year, commencing January 1, 2023, and ending December 31, 2023. Notwithstanding the foregoing, the option to renew for three (3) additional one (1) year periods, if: (A) both parties agree to continue operating under the terms of this Contract; and (B) funds are available for said program year(s). The Sedgwick County Manager is authorized to approve any renewals on behalf of the CPAAA. This Agreement may continue for a reasonable time after December 31, 2023, on a month-to-month basis, if both parties agree to continue operating under the terms and conditions of this Agreement while they are actively developing an agreement for 2024.

**3. Prohibition on Rides Provided.** County will not authorize compensation to Contractor for coordinated rides for RSVP volunteer's relatives being transported in the same vehicle. For purposes of this Agreement, the term "relative" includes spouses/partners, siblings, brothers or sisters-in-law, children or stepchildren, grandchildren, great-grandchildren, and any individual, related or not, residing at the same address of the RSVP volunteer. No trip will be compensated if the trip goes beyond the following counties: Butler, Cowley, Harper, Harvey, Kingman, and Reno.

**4. Incorporation of Documents.** Appendix A (Sedgwick County Mandatory Contractual Provisions Attachment) and Appendix B (Sedgwick County Mandatory Independent Contractor Attachment) are attached hereto and are made a part hereof as if fully set forth herein.

### **General Terms and Conditions**

**1. Contractual Relationship.** It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the goods and services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, or employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, or employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

**2. Authority to Contract.** Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

**3. Compensation.** Contractor understands and agrees that any and all compensation provided under this Agreement is on a fee-for-service basis, which is seven dollars (\$7.00) per coordinated ride. For purposes of this Agreement, the term "coordinated ride" means a single one-way ride for one single rider or for multiple riders who have the same origin and destination. These fees include all of Contractor's time, labor and equipment, travel, and all other expenses associated with the provision of goods, equipment and/or services, and shall be the sole compensation rendered to Contractor hereunder. Under no circumstances shall the compensation paid under this Agreement exceed available program funds.

**4. Invoicing and Billing.** Contractor shall submit all coordination pages to the County's RSVP Volunteer Program Coordinator no later than the fifth day of each month.

Pages must include the following information:

- a. Date of trip(s) coordinated
- b. Volunteer driver assigned
- c. Origin and destination addresses
- d. Purpose/description of the ride
- e. Name of passenger(s)
- f. Miles driven with passenger(s) (not from start and end of volunteer home, apt., etc.) per trip
- g. Amount of time driven (in hours and minutes) with passenger(s) (not to include non-road time with passenger(s))
- h. Amount of non-road time (escorted) with passenger(s) (in hours and minutes)

Properly submitted coordinated statements will be paid within thirty (30) calendar days of receipt by County.

Contractor understands and acknowledges that statements for rides coordinated in the last month of this Agreement must not carry over into the new funding year (beginning January 1, 2024). Accordingly, all statements for services rendered under this Agreement must be submitted to the County no later than January 5, 2024.

**5. Warranties and Representation.** Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this Agreement both as to time and quantities, with County reserving the right to cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. In the event no quality is specified on the face hereof, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If delivery of goods or equipment and/or rendering of services cannot be maintained, Contractor must notify County immediately. Upon Contractor's failure to maintain delivery or otherwise perform hereunder, County reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Contractor with any additional costs incurred, unless Contractor's default arises from causes beyond its control and without fault or negligence. This remedy is in addition to any other remedy which County may have pursuant to this Agreement or otherwise and/or any warranty that may be implied or imposed by operation of law.

**6. Notification.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

**County:** Sedgwick County Department on Aging  
Attn: Contract Notification  
271 W. 3rd Street N., Suite 500  
Wichita, Kansas 67202

and

Sedgwick County Counselor's Office  
Attn: Contract Notification  
100 N. Broadway, Suite 650  
Wichita, Kansas 67202

**Contractor:** City of Valley Center, Kansas  
Attn: Mayor Louis Cicerello  
121 S. Meridian  
Valley Center, KS 67147

**7. Termination.**

A. Termination for Cause. In the event of any breach of the terms or conditions of this Agreement by Contractor, or in the event of any proceedings by or against Contractor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors,

County may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Contractor on account thereof, by written notice, terminate immediately all or any part of this Agreement, procure the goods, equipment and/or services provided for herein elsewhere, on such terms and under such conditions as are reasonable in the sole discretion of County, and Contractor shall be liable to pay to County any excess cost or other damages caused by Contractor as a result thereof.

B. **Termination for Convenience.** County shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days' written notice. Upon receipt of such termination notice, Contractor shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. In such event, County's maximum liability shall be limited to payment for goods or equipment delivered and accepted and/or services rendered.

C. **Reduction in Funds.** It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon thirty (30) days' written notice.

8. **Hold Harmless.** Contractor shall indemnify County, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of Contractor's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements.

9. **Entire Agreement.** This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

10. **Assignment.** Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

11. **Amendments.** Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

12. **Subcontracting.** None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of County. In the event subcontracting is approved by County, Contractor shall remain totally responsible for all actions and work performed by its subcontractors. All approved subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits and amendments, if any.

13. **Severability Clause.** In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

14. **Waiver.** Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

**15. Force Majeure.** Contractor shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

**16. Order of Preference.** Any conflict to the provisions of this Agreement and the documents incorporated by reference shall be determined by the following priority order:

- a. Sedgwick County Contractual Provisions Attachment
- b. Written modifications and addenda to the executed Agreement
- c. This Agreement
- d. Contractor's written response to the RFP (if applicable)
- e. The RFP (if applicable)

**17. Environmental Protection.** Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

**18. Nondiscrimination and Workplace Safety.** Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

**19. Retention of Records.** Unless otherwise specified in this Agreement, Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

**20. Ownership of Data.** All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by Contractor in relation to this Agreement shall be owned by County and shall be handed over and/or returned to County upon the expiration or termination of this Agreement. Contractor shall not release any such materials without written approval of the County.

**21. Intellectual Property Rights.** As applicable, all original software, software code, and/or intellectual property developed or created by County in relation to this Agreement shall remain the sole property of the County. Contractor shall surrender all original written materials, including, but not limited to any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, and any and all intellectual property to County upon the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SEDGWICK COUNTY, KANSAS

CITY OF VALLEY CENTER, KANSAS

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Thomas J. Stolz,  
County Manager

---

LOUIS CICERELLO, Mayor

APPROVED AS TO FORM ONLY:

ATTESTED TO:

---

Katherine D. Rodriguez,  
Assistant County Counselor

---

Kelly B. Arnold,  
County Clerk

**APPENDIX A**  
**SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT**

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
4. **Disclaimer of Liability:** County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.  
  
County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance:** County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data

or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.

12. **Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.
15. **HIPAA Compliance.** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as "HIPAA"), to the extent that the Contractor uses, discloses or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.
16. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
17. **Tax Set-Off.** If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the agreement, County will offset said delinquent taxes by the amount of the payment due under the agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.
18. **Inapplicability to Municipal Contractors.** The following provisions found in this Sedgwick County Mandatory Contractual Provisions Attachment shall be inapplicable if the contractor is a Kansas county, incorporated city, township, or improvement district: 8, 10, 17.
19. **Safety Recall Notices.** Throughout the term of the Agreement and at all times thereafter, Contractor must immediately notify County of any and all safety recall notices of products, goods and services Contractor has provided to County. In addition, Contractor shall remedy the recalled defect(s), at no cost to County, by: (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or (2) providing compensation to County in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section 18 survives expiration or termination of the Agreement.



**APPENDIX B**  
**SEDGWICK COUNTY MANDATORY INDEPENDENT CONTRACTOR ADDENDUM**

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by County.
2. The parties agree that as an independent contractor, Contractor is not entitled to the following benefits from County: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than County. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against County's workers' compensation insurance and/or health insurance and further agrees to indemnify County for any such claims related to Contractor's operations or the performance of services by Contractor hereunder
3. The parties hereby acknowledge and agree that County will not: (a) require Contractor to work exclusively for County; (b) establish a quality standard for Contractor, except that County may provide plans and specifications regarding the work but will not oversee the actual work or instruct Contractor as to how the work is to be performed; (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide more than minimal training for Contractor; (e) provide tools or benefits to Contractor (materials and equipment may be supplied, however); (f) dictate the time of Contractor's performance; (g) pay Contractor personally when possible; instead, County will make all checks payable to the trade or business name under which Contractor does business; and (h) combine its business operations in any way with Contractor's business, but will instead maintain such operations as separate and distinct.
4. Contractor does not have the authority to act for County, to bind County in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of County.
5. Unless given express written consent by County, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and, if Contractor is given written permission to have other parties on site and the Contractor provides the appropriate coverage, the Contractor agrees to retain control over any persons employed by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. County will not provide training or instruction to Contractor regarding the performance of services hereunder.
9. Contractor will not receive benefits of any type from County.
10. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for County.
11. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
12. No workers' compensation insurance shall be obtained by County covering Contractor. Contractor shall comply with the workers' compensation laws pertaining to Contractor.
13. Contractor will not combine its business operations in any way with County's business operations and each party shall maintain their operations as separate and distinct.

**CONSENT AGENDA**

**G. CONTRACT EXTENSION AGREEMENT WITH CUT RATE LAWN  
CARE:**



## **Contract Extension Agreement**

This CONTRACT EXTENSION AGREEMENT ("Extension") is dated as of March 21, 2023, by and between:

Chris Porter – Cut Rate Lawn Care  
766 South Eastridge  
Valley Center, KS. 67147

AND

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

Collectively known as the "Parties".

WHEREAS the Parties entered into a Mowing Services for Various Locations Contract on June 5<sup>th</sup>, 2021 (the "Original Contract").

WHEREAS the Parties hereby agree to extend the term of the Original Contract for one year in accordance with the terms of the Original Contract as well as the terms provided herein.

In consideration of the mutual covenants contained herein, each of Cut Rates Lawn Care and City of Valley Center, KS mutually covenant and agree as follows:

–The Original Contract, which is attached hereto as a part of this Extension, will end on December 31<sup>st</sup>, 2021.



– The parties agree to extend the Original Contract for an additional period, which will begin immediately upon the expiration of the original time period and will end on December 31<sup>st</sup>, 2023.

– In addition, the following provisions of the Original Contract are amended as described herein:

- Scope of work has been amended for 2023 as reflected in the attached scope of work spreadsheet.
- Frequency of mowing will be every two week for all properties as listed on the scope of work attachment.
- Start date timeframe for all properties: May 1 – 15<sup>th</sup>. Last Mowing timeframe will be October 2<sup>nd</sup> – October 13<sup>th</sup>, 2023. Start/stop times are approximate and should begin/end based on growth rate, seasonal conditions, and necessity to keep grass at specified height.
- All properties approved for 2023 will be mowed at a height between 2.5" to 3.5".
- There are no Cool Season Turf Properties on that will be maintained by the contractor.
- Weeds growing in the gutters adjacent to a maintained property must also be removed.
- City reserves the right to add or reduce the number of mowings to adjust for seasonal conditions.
- Any missed or incomplete mowing, trimming, edging or clean up must be addressed within 48 hours beginning upon notification.

– This Extension binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between the Parties.

All other terms and conditions of the Original Contract remain unchanged.

2023 Total Contract Price \$ 10,530.00 (this is an estimated maximum total price)

This Agreement shall be signed on behalf of Cut Rates Lawn Care by Chris Porter and on behalf of City of Valley Center by Mayor Lou Cicirello.



**Cut Rates Lawn Care**

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

Chris Porter  
Owner

**City of Valley Center, KS.**

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

Lou Cicirello  
Mayor

Property/Scope of Work	Frequency	Department	Cost/Mow	Total Cost @ 13 Mowings
Public Safety-	Weekly-	Parks	\$ 75.00	
Valley Oaks	Weekly-	Parks	\$ 30.00	
Emporia-	Bi-Weekly	Parks	\$ 200.00	
Booster Station	Bi-Weekly	Parks	\$ 50.00	\$ 650.00
North Meridian	Bi-Weekly	Parks	\$ 120.00	\$ 1,560.00
Old PWB & Rail Road Lots/2nd/Tracks	Bi-Weekly	Parks	\$ 225.00	\$ 2,925.00
Well 7	Bi-Weekly	Public Works	\$ 50.00	\$ 650.00
Well 12	Bi-Weekly	Public Works	\$ 70.00	\$ 910.00
Main & Sheridan	Bi-Weekly	Public Works	\$ 10.00	\$ 130.00
Main & Sheridan - South Side	Bi-Weekly	Public Works	\$ 40.00	\$ 520.00
North Interurban	Bi-Weekly	Public Works	\$ 100.00	\$ 1,300.00
Clay & Ash	Bi-Weekly	Public Works	\$ 70.00	\$ 910.00
Ramsey Drive	Bi-Weekly	Public Works	\$ 75.00	\$ 975.00
Combined Total				\$ 10,530.00

We Estimate that the number of Mowings will be between 12 to 13 times beginning in early May and runnign through early October

Parks Total \$5135	Public Works Total \$5395
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**REQUEST FOR PROPOSALS (RFP)  
Mowing Services for Various Locations  
2021**

**Proposal Deadline: Friday May 28<sup>th</sup> 5pm.**

**Overview**

The City of Valley Center, KS is seeking proposals from Contractors who are not only capable of performing the attached scope of work but also take pride in their finished product. The Contractor must currently be in the business of providing mowing services work for a minimum of at least five (5) consecutive years. All applicable federal, state, and local laws, ordinances and regulations must be adhered to. Services to commence upon execution of contract.

Contractors submitting a proposal should review the procurement requirements listed. Specifically, the selected contractor will be required to:

- Execute a Mowing Services Agreement with the City of Valley Center.
- Complete applicable forms and certifications.
- Maintain General Liability Insurance (\$1,000,000 minimum); Workers Compensation Insurance (\$500,000) and business automobile liability (\$1,000,000) and furnish proof of such insurance.
- Provide documentation for years in business as specified.
- Provide references as specified.
- Provide a list of mowing equipment including year, make and model of the mower(s) that will be used.
- Bid submission must also include a separate page with itemized costs by location, service type, unit price and extended price for each application.

No Contractor who is the recipient of Valley Center funds, or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee, applicant, or any member of the public because of race, color, sex, gender, sexual orientation, religion, age, marital status, national origin, veteran status, physical or mental disability or perceived disability, or other criteria protected by law.

Discriminatory practices based on the foregoing are declared to be contrary to the public policy of the City. The City of Valley Center complies with all Equal Employment Opportunity requirements.

### **Proposal Submittal**

Proposal responses shall be submitted on the Proposal Submission Form (page 15). All costs are to be final.

Proposal must include a minimum of three professional references. These references should be attached to the Proposal Submission Form and include current contact information including name, address, telephone number and email address.

Questions from contractors shall be accepted by the Parks & Public Buildings Director – Neal Owings via email or phone. Emails shall be submitted to [parks@valleycenterks.org](mailto:parks@valleycenterks.org) or by phone 316-755-7320.

Completed proposals must be received no later than May 28th, 2021, 5:00 pm and delivered in a sealed envelope to: City of Valley Center, City Hall, 121 S. Meridian P.O. Box 188; Valley Center, KS 67147, clearly marked **“RFP – Mowing Services for Various Locations.”** Emailed proposals will NOT be accepted.

NOTE: The City reserves the right to reject all proposals. Proposals received after this deadline may be refused and deemed ineligible for consideration at the City’s **sole discretion**.

### **Selection of Contractor**

The City of Valley Center reserves the right to accept a proposal and enter into an agreement as a result of the initial proposals received, or alternatively, it may elect to conduct negotiations with those Bidders as determined by the City, to be within an acceptable competitive range, or alternatively, to negotiate separately with any Bidders when it is determined to be in the best interest of the City. In addition, the City may request that Bidders provide a best and final offer. The City may negotiate any proposal or best and final offer at any time after the deadline for the submission of proposals.

The Contractor selected will be required to submit a Certificate of Insurance naming the City of Valley Center, KS as an additional insured, which will be reviewed by the **City Administrator’s** Office.

A contract will then be negotiated between the Contractor and the City, with each agreeing to the terms of the contract and affixing authorized signatures. The contractor will be required to complete all forms and certifications required by the City, State and Federal governments. The City may reject any or all proposals and may waive informalities and minor irregularities in any proposal received.



## **Proposal Requirements and Examination of Work to be Performed.**

The contractor is required to thoroughly examine the request for proposal requirements and the work contemplated, and it will be assumed that the contractor has investigated and is satisfied as to the requirements. It is mutually agreed that submission of a request for proposal shall be considered prima facie evidence that the contractor has made such examination.

Before submitting the request for proposal, the contractor shall examine the scope of work and visit the site of the work to become familiar with the working conditions and the exact nature and extent of the work considering any special or unusual features peculiar to this project. By submitting a proposal, the contractor, if selected for award, shall be deemed to have accepted the terms of this RFP.

## **GENERAL INFORMATION**

### **Section 1**

This RFP contains instructions governing the content of the proposals and the format in which they are to be submitted. It does not attempt to define all the contract needs nor detail them. Rather, it is flexible and allows for the credentials of the contractor to be demonstrated in the areas of expertise necessary to the contract. There are mandatory requirements to be met, but should the contractor foresee the need for qualification of the effort or additional requirements, concise and relevant discussion is encouraged.

## **SCOPE OF SERVICES, BACKGROUND, AND PURPOSE**

### **Section 2**

This scope of work pertains to the requirements of maintaining Turf Grass and Right-of Way areas (ROW) and Rough-cut areas at various locations in the City. As part of the response to this RFP, bidders if awarded will be required to submit a weekly check sheet showing what tasks were completed. The overall responsibility of the Contractor is to coordinate, plan, manage, and perform activities described in this RFP to maintain an acceptable appearance in those areas included in the RFP.

The Contractor shall furnish all labor and materials necessary to perform the Mowing Services in the RFP. Contractor shall complete all the tasks listed below and will comply with all the requirements and specifications.

It shall be the Contractor's responsibility to verify the areas, sizes and quantities of the areas and items to be maintained in this RFP. Failure of the Contractor to verify the listed amounts shall not relieve the Contractor of the responsibility to provide all services required to the standards included herein, for the prices submitted in Contractor's proposal.

### **2.1 HOURS WHEN WORK IS TO BE PERFORMED**

All work is to be performed Monday through Friday from 6:30am to 6:30pm. No work shall be done on Saturday or Sunday without written permission from the City. The selected Contractor will have

to work around scheduled activities, events and the general public using the parks and at public buildings and adjust their schedules accordingly. The Contractor may consult of the City of Valley Center Parks & Public Buildings Director for coordination.

## **2.2 SCHEDULING OF WORK- BEGINNING OF CONTRACT TERM**

At least five (5) business days prior to the commencement of the contract, the Contract Manager or his appointee will confer with the Contractor and review the total specification requirements, total workload of the Mowing Services for Various Locations proposed by the Contractor.

## **2.3 SPECIFICATIONS**

The mowing areas must be maintained and serviced at the frequency and to the standards as detailed in these specifications. The Contract Manager or his/her designee shall determine whether the tasks have been performed, and that the performance is in accordance with the standards set forth in these specifications. Failure to perform a task or to perform a task to the specified standard will result in reductions in the Contractor's monthly invoice.

### **Mowing Services Standards and Specifications**

#### **A. GENERAL STANDARDS**

##### **1. GUARANTEE AND REPLACEMENT**

a. Contractor shall replace, at no additional cost to the City, any turf, plant materials, irrigation system components, facility or building infrastructure, roadway signage, hydrants or other city infrastructure or any other City property damaged because of improper maintenance attention or procedures. Replacement material shall be of the same size and variety as the dead or damaged material. Property damage must be reported immediately and repaired/replaced within two weeks of identification of damage. Alternatives to size, variety and scheduling of replacement must have written permission of the City.

b. Contractor is NOT responsible for losses, repair or replacement of damaged work or plant material resulting from theft, extreme weather conditions, vandalism, vehicular incidents (other than Contractor's vehicles) or the acts of others over whom they have no reasonable control.

##### **2. CONTRACTOR RESPONSIBILITIES**

a. Contractor will provide staff able to perform work at the highest standards of horticultural excellence. Key staff shall have current knowledge of best management practices (BMP's) regarding safety, hazardous materials spill response, turf, mowing, lawn care maintenance, ROW maintenance and all applicable safety practices and procedures. The City reserves the right to demand the replacement of Contractor's staff who do not meet the City's standards for safety, professionalism, or horticultural knowledge.

b. Provide an emergency contact list identifying the names, positions held, and phone numbers of key maintenance personnel. Provide mobile numbers for the landscape maintenance manager and site supervisor.

- c. Attend meetings and site inspections of the grounds and properties as requested.
- d. Contractor shall maintain a log of activities performed and provide an electronic copy monthly to the Contract Manager.
- e. Establish a schedule/chart for regular maintenance activities by area and submit to the Parks & Public Buildings Department for review. Contractor to review proposed schedules with the Contract Manager at the regularly scheduled meetings and adjust as necessary to avoid conflicts.

## B. SCOPE OF WORK

### 1. GENERAL PRACTICE GUIDELINES FOR MATERIALS AND EXECUTION

- a. This document is intended as a benchmark of the City's **minimum standards** for maintenance, repair, and improvements. However, the City respects the Contractor as a professional and as such, will take under consideration, recommendations made by the contractor.
- b. Contractor shall furnish all labor, equipment, and materials necessary to complete the maintenance of Turf/Mowing Services as specified herein. It is the intent of the City that this site be maintained in a resource-efficient, sustainable, and cost-effective manner.
- c. Maintenance shall consist of Turf/Mowing Services any other procedures consistent with good horticultural practice necessary to ensure normal, vigorous, and healthy growth of turf and mowed areas.
- d. All turf and ROW areas shall be mowed with professional quality turf mowing equipment. Prior to award of contract, Contractor shall provide to the City the year, make and model of the mower(s) that will be used.
- e. Properties identified as Cool Season Turf shall be mowed at a height within the following **range of 3.5" to 4.0" tall** and not remove more than 1/3<sup>rd</sup> of the height of the grass in one cutting
- f. Properties identified as Warm Season Turf shall be mowed at a height within the following **range or 2.5" to 3.0" tall** and not to remove more than 1/3<sup>rd</sup> of the height of the grass in one cutting.
- g. Properties identified as ROW and Rough-Cut areas shall be mowed at a height **range of 4.0 to 5.0 inches tall**.
- h. All trash on properties must be picked up by the contractor prior to commencement of mowing. Any trash mowed over is the responsibility of the contractor to be cleaned up on the same day of mowing.
- i. Alternate mowing direction where feasible every mowing and blow clippings away from roadways, buildings and facilities, tree mulch rings and garden areas.

j. For Safety, mower chutes must be affixed and in the down position.

## C. MOWING CLASSIFICATION, FREQUENCY & SCHEDULE

### 2.4 MOWING SCHEDULE - PROPERTIES AND LOCATIONS


Areas shaded in Red = Warm Season Turf - 2.5" to 3.0" height




Areas shaded in Green = Cool Season Turf - 3.5" to 4.0" height



Areas shaded in Blue = Right of Way (ROW) / Rough-Cut Areas - 4.0" to 5.0" height



City Contact Information - Ph.# 316-755-7320 are listed for each property: Rodney Eggleston, Public Works & Neal Owings, Parks & Public Buildings.

(measurements are approximate)


LOCATIONS	AREA DESCRIPTION	SCOPE OF SERVICES
<b>Ramsey</b>  <b>1.9 Acres/82,872 sq.ft.</b>  <b>Property Contact: Rodney Eggleston, Public Works</b>		Every 2 Weeks - Mowing, trimming, and blowing. Blow clippings out of the road.

<p><b>Clay &amp; Ash</b></p> <p>0.2 Acres/9,118 sq.ft.</p> <p>Property Contact: Rodney Eggleston, Public Works</p>		<p>Every 2 Weeks - Mowing, trimming, and blowing. Blow clippings out of the road.</p>
<p><b>N. Interurban</b></p> <p>0.88 Acres/38,530 sq.ft.</p> <p>Property Contact: Rodney Eggleston, Public Works</p>		<p>Every 2 Weeks - Mowing, blowing. Remove clippings from road.</p>
<p><b>Main &amp; Sheridan</b></p> <p>0.12 Acres/5,333 sq.ft.</p> <p>Property Contact: Rodney Eggleston, Public Works</p>		<p>Every 2 Weeks - Mowing, trimming, and blowing. Blow clippings out of the road.</p>


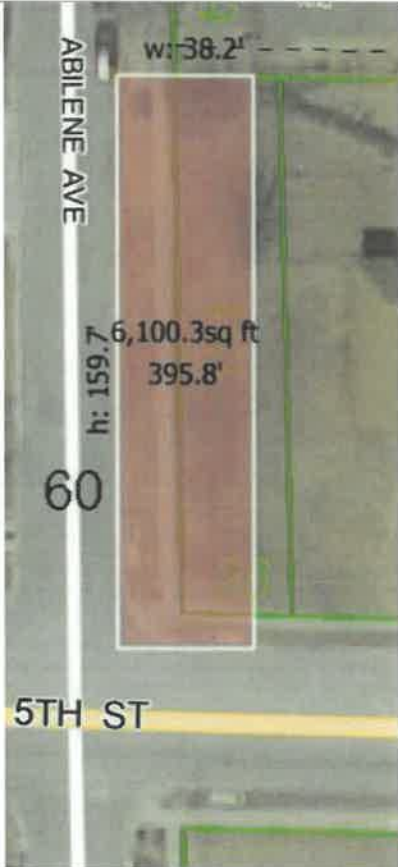
<p><b>Main &amp; Sheridan South side</b></p> <p><b>0.58 Acres/25,364 sq.ft.</b></p> <p><b>Property Contact: Rodney Eggleston, Public Works</b></p>		<p>Every 2 Weeks - Mowing, trimming, and blowing. Blow clippings out of the road.</p>
<p><b>Well #12 – N. Interurban</b></p> <p><b>0.85 Acres/37,375 sq.ft.</b></p> <p><b>Property Contact: Rodney Eggleston, Public Works</b></p>		<p>Every 2 Weeks - Mowing, trimming.</p>



<p><b>Well # 7 -on West 5<sup>th</sup>/85<sup>th</sup> St.</b></p> <p><b>Located west at intersection of 5<sup>th</sup>/85<sup>th</sup> Street &amp; Sheridan by West School.</b></p> <p><b>0.5 Acres/21,780 sq.ft.</b></p> <p><b>Property Contact: Rodney Eggleston, Public Works</b></p>		<p>Every 2 Weeks - Mowing, trimming, and blowing (walks, streets/curb, parking lots, etc.) and edging.</p>
<p><b>Valley Oaks – on 5<sup>th</sup> Street across from 616 E. 5th – frontage only – wall to curb</b></p> <p><b>0.3 Acres/13,251 sq.ft.</b></p> <p><b>Property Contact: Neal Owings, Parks &amp; Public Buildings</b></p>		<p>Weekly -Mowing, trimming, and blowing (walks, streets/curb, parking lots, etc.) and edging (every other week).</p>



<p><b>Emporia Blvd. Median - 5<sup>th</sup> to Main St.</b></p> <p><b>1.8 acres/78,408 sq.ft.</b></p> <p><b>Property Contact: Neal Owings, Parks &amp; Public Buildings</b></p>		<p>Weekly - Mowing, trimming, and blowing (walks, streets/curb, parking lots, etc.) and edging (every other week).</p>
<p><b>Public Safety Bldg. 616 E. 5<sup>th</sup> Street</b></p> <p><b>1.16 acres/50,529 sq.ft.</b></p> <p><b>Property Contact: Neal Owings, Parks &amp; Public Buildings</b></p>		<p>Weekly - Mowing, trimming, and blowing (walks, streets/curb, parking lots, etc.) and edging (every other week).</p>



<p><b>Booster Station - 6201 N. Meridian</b></p> <p><b>0.3 Acres/14,332 sq.ft.</b></p> <p><b>Property Contact: Neal Owings, Parks &amp; Public Buildings</b></p>		<p>Every 2 Weeks - Mowing, trimming, and blowing (walks, streets/curb, parking lots, etc.) and edging.</p>
<p><b>5<sup>th</sup> and Abilene - NE Corner</b></p> <p><b>Located 1 block east of intersection of Meridian &amp; 5<sup>th</sup>/85<sup>th</sup> Street North</b></p> <p><b>0.14 Acres/6,100 sq.ft.</b></p> <p><b>Property Contact: Neal Owings, Parks &amp; Public Buildings</b></p>		<p>Every 2 Weeks - Mowing, trimming, and blowing (walks, streets/curb, parking lots, etc.) and edging.</p>

<p><b>Railroad Lots at 2<sup>nd</sup> Street</b></p> <p>Located 2<sup>nd</sup> Street 2 blocks west of Meridian</p> <p>3 Acres/130,680 sq.ft.</p> <p>Property Contact: Neal Owings, Parks &amp; Public Buildings</p>		<p>Every 2 Weeks -Mowing, trimming, and blowing (walks, streets/curb, parking lots, etc.) and edging.</p>
<p><b>North Meridian– located at Goff &amp; Meridian intersection -west side of street –adjacent to Goff &amp; Southwind Streets – mow from wall to street.</b></p> <p>0.8 Acres/34,848 sq.ft.</p> <p>Property Contact: Neal Owings, Parks &amp; Public Buildings</p>		<p>Every 2 Weeks -Mowing, trimming, and blowing (walks, streets/curb, parking lots, etc.) and edging.</p>

## 2.5 CONTRACTOR'S EMPLOYEES

A. Personnel employed by the Contractor shall be capable employees qualified in this type of work. A fully qualified work force shall be maintained throughout the period of this contract.

B. The Contractor shall always employ the quantity and quality of supervision necessary for both effective and efficient management of all Mowing Service operations.

D. Contractor shall be liable for any damages caused directly or indirectly by its employees.

## 2.6 REDUCTIONS IN PAY

- A. Reductions for below standard work will be made if, after the second documented notification, the Contractor has not corrected the deficiency and City Employee(s) are assigned to perform the task(s) or was not completed at all by the contractor.
- B. Reductions for non-performance will be made if the task(s) was not done and City Employee(s) must be assigned immediately to perform the task(s).
- C. Reductions for A. and B. above will be based on the hourly billing rate of the City Employee(s) plus benefits assigned to perform the task(s) times the hour(s) required for City Employee(s) to perform the task(s). If the work was not performed by the contractor and was just omitted, a deduction based on percentage of the overall monthly bill minus the work not completed will be calculated and the bill adjusted accordingly.

## **2.7 PAYMENT TO CONTRACTOR**

- A. At the end of each month, the Contractor shall send an invoice to the Contract Manager and Accounts Payable staff for the services provided during the preceding month. The invoice shall show location, service type, service date, unit price, extended price and totals for each application.
- B. Invoices will be submitted to City Hall Accounts Payable, Amanda Park [apark@valleycenterks.org](mailto:apark@valleycenterks.org) , Contract Manager, Neal Owings [parks@valleycenterks.org](mailto:parks@valleycenterks.org) and Rodney Eggleston [reggleston@valleycenterks.org](mailto:reggleston@valleycenterks.org)
- C. or may be mailed to: 121 S. Meridian, PO Box 188, Valley Center, KS 67147, Attn: Accounts Payable.
- C. All additional or alternate tasks that were performed during that month shall be itemized separately and include explanation.
- D. The Contract Manager or his designee shall review the invoice and any necessary reductions which must be made in accordance with the conditions of the Contract. **Should the Contractor's** invoice not include all necessary reductions, the invoice shall be reduced by the amount of the non-included reductions and processed for payment. The Contractor shall be notified of the reductions made and supplied with copies of documentation supporting those reductions.

## **2.8 CHANGES TO THE SCOPE OF WORK AND TERMINATION OF CONTRACT**

- A. The Contract Manager at any time may have to change the scope of the contract by written contract modification. On the designated effective date, the Contractor shall make the required changes in his/her operation.
- B. Upon receiving notice of the change, the **Contractor's monthly invoice shall be** adjusted if necessary, to reflect the value of the change in the services under this contract.
- C. The City may cancel the contract at any time for any reason upon giving 30 day written notice to the Contractor.
- D. The City shall have the right to cancel this Agreement immediately without prior notice for any breach of any provision of the contract if not cured within 7 days from written notice from the City.

## **2.9 INSPECTIONS AND APPROVAL OF WORK**

- A. The City will demand strict conformance to the standards and frequency specified. The Contract Manager or his/her designee will inspect all completed work and will ascertain that the tasks have been satisfactorily accomplished.
- B. The Contract Manager or his/her designee will enforce the standards of this contract.

## **2.10 ON-SITE SUPERVISION AND TRAINING**

- A. The successful Contractor shall provide an On-site Supervisor who speaks and writes fluent English and will represent the Contractor concerning this Contract. This On-site Supervisor will make routine communications with the appropriate Contract Manager or his/her designee to receive instructions or other input regarding turf, tree and vegetation management services needs and activities.
- B. The On-site Supervisor is responsible for **directing the Contractor's** work force and accountable for all activities and behavior of all personnel assigned by the Contractor to perform work under this Contract.
- C. The Contractor shall be responsible for training and safety precautions for Contractor employees performing work under these specifications.

## **2.11 CONTACT INFORMATION**

### **Contract Manager**

Neal Owings

Parks & Public Buildings Director

Office: 316-755-7320 x205

P.O. Box 188; 121 S. Meridian, Valley Center, CO 67147

Email: [parks@valleycenterks.org](mailto:parks@valleycenterks.org)

**CONSENT AGENDA**

**H. REQUEST FROM LIFEPOINT CHURCH FOR USE OF LIONS  
PARK – APRIL 9, 2023:**

# Special Use Request of City Parks

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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.

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## 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.

Easter activities for kids that coincide with the breakfast happening at the community building. These activities include an egg hunt and an egg toss game with confetti eggs.

1.A Attach additional information if needed

*Field not completed.*

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2. Include a map or description of the park area requested and include a list of park facilities you will use.

A map is attached. Our insurance lady is out of the office and can't get me a certificate of liability today. When I get it I'll bring it by city hall.

2.A Attach map if applicable [EasterMap.pdf](#)

Event Date 4/9/2023

Event Set Up Time 8:00 AM

Event Hours 9:00 AM - 9:30 AM

Event Clean Up Time 9:30 AM

Description of Clean Up Procedure Items we bring will be removed. Confetti will be ragged, bagged and removed.

Sponsoring Organizations Lifepoint Church

Certificate of Liability Insurance [EasterMap\\_1.pdf](#)

## Applicant Information

First Name Nathaniel

Last Name Thurman

Address1 400 S Abilene

City Valley Center

State KS

Zip 67147

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](mailto:parks@valleycenterks.org) or call 316-755-7320 x205.

Neal Owings, Director of Parks & Public Buildings

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# Elementary Egg Hunt

Egg  
Toss  
Games

Pre-K  
Egg  
Hunt

Entry Arch

Google

Imagery ©2023 Maxar Technologies, U.S. Geological Survey, Map data ©2023 United States Terms Privacy Send feedback

Valley Center  
Community Building

Valley Center C

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

03/16/2023

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).

<b>PRODUCER</b> Loomis Insurance Agency Inc 1758 S Kentwood Ave Springfield MO 65804-1321	<b>CONTACT NAME:</b> Debby Fausett, CISR		
	<b>PHONE (A/C, No, Ext):</b> (417)881-1661 <b>FAX (A/C, No):</b> (417)883-7272		
	<b>E-MAIL ADDRESS:</b> dfausett@loomisinsurance.com		
<b>INSURED</b> Lifepoint Church 400 S Abilene Ave Valley Center KS 67147-2149	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Brotherhood Mutual Insurance		13528
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			15M5A0270460	11/26/2021	11/26/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		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 \$

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

The church will be hosting an Easter Event at Lions Park, located at 316 S Abilene Valley Center KS 67147 on April 9, 2023.

**CERTIFICATE HOLDER****CANCELLATION**

AI 006711

City of Valley Center 121 S Meridian Avenue Valley Center KS 67147-	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 

**CONSENT AGENDA**

**I. REQUEST FROM L & H HOMES FOR USE OF LIONS PARK –  
APRIL 8, 2023:**

# Special Use Request of City Parks

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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 be having an easter egg hunt
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1.A Attach additional information if needed	<i>Field not completed.</i>
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2. Include a map or description of the park area requested and include a list of park facilities you will use.	we will be spread out through out mcclaughlin park
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2.A Attach map if applicable	<i>Field not completed.</i>
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Event Date	4/8/2023
Event Set Up Time	9:00 AM
Event Hours	10:00 AM - 11:15 AM
Event Clean Up Time	10:45 AM
Description of Clean Up Procedure	We will make sure eggs are all cleaned up and trash in trash cans.
Sponsoring Organizations	L+H Homes, ReeceNichols South Central Kansas
Certificate of Liability Insurance	<a href="#">Easter Egg Hunt 2023.pdf</a>

### Applicant Information

First Name	Larry
Last Name	Hall
Address1	701 S Abilene Ave
City	Valley Center
State	ks
Zip	67147
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](mailto:parks@valleycenterks.org) or call 316-755-7320 x205.

Neal Owings, Director of Parks & Public Buildings





# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
03/17/2023

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**  
Douglas S. Adams  
111 S. Abilene Ave  
Valley Center, KS. 67147

**CONTACT**  
NAME: Doug Adams  
PHONE (A/C, No, Ext): 316-755-2717 FAX (A/C, No): 316-755-2676  
E-MAIL ADDRESS: Doug.adams@fbfs.com

**INSURED**  
Larry Hall  
701 S. Abilene Ave  
Valley Center, KS. 67147

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:		
INSURER B:		
INSURER C:	United States Liability Insurance Company	25895
INSURER D:		
INSURER E:		
INSURER F:		

## 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 WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	SE 1070354	04/08/2023	04/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			

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

## CERTIFICATE HOLDER

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

## 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

## **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**