



## CITY COUNCIL AGENDA

**January 2, 2024**

**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 – December 19, 2023 –
7. PRESENTATIONS / PROCLAMATIONS p 9 - NONE
8. PUBLIC FORUM (*Citizen input and requests*) p 9
9. APPOINTMENTS p 9 - NONE
10. COMMITTEES, COMMISSIONS p 9 -NONE
11. OLD BUSINESS p 9 -NONE
12. OUTGOING MAYOR RECOGNITION p 10
13. ADJOURN p 10

### SWEAR IN OF MAYOR TRUMAN

1. CALL TO ORDER p 11
2. ROLL CALL p 11
3. APPROVAL OF AGENDA p 11
4. NEW BUSINESS p 12
  - A. Designation of Account signers-Emprise, Halstead and Intrust Bank p 12
  - B. Approval of PEC Boundary Update Agreement p 13
  - C. Approval of North Riverview at Fairfield final replat p 23
  - D. Ordinance 1401-24; Special Use SE of 85<sup>th</sup> St and Ridge Road p 34
5. CONSENT AGENDA p 81
  - A. Appropriation Ordinance - January 2, 2024 p 82

- B. Sedgwick County Agreement for Senior Centers p 90
- 6. **STAFF REPORTS** p 111
- 7. **GOVERNING BODY REPORTS** p 112
- 8. **ADJOURN**

**A RECEPTION TO THANK MAYOR CICIRELLO FOR HIS SERVICE WILL BEGIN AT 5:30PM, PRIOR TO REGULAR CITY COUNCIL MEETING.**

*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@valleycenter-ks.gov](mailto:cityclerk@valleycenter-ks.gov) or by phone at (316)755-7310.*

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

**CALL TO ORDER**

**ROLL CALL**

**INVOCATION – MINISTERIAL ALLIANCE**

**PLEDGE OF ALLEGIANCE**

## **APPROVAL OF AGENDA**

### **RECOMMENDED ACTION:**

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

## **ADMINISTRATION AGENDA**

### **A. MINUTES:**

Attached are the Minutes from the December 19, 2023, regular City Council Meeting as prepared by the City Clerk.

REGULAR COUNCIL MEETING  
December 19, 2023  
CITY HALL  
121 S. MERIDIAN

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

Members Absent: Ben Anderson and Dale Kerstetter

Staff Present: Lloyd Newman, Public Safety Director  
Neal Owings, Parks and Public Building Director  
Rodney Eggleston, Public Works Director  
Barry Arbuckle, City Attorney  
Barry Smith, Assistant City Administrator  
Kristi Carrithers, City Clerk  
Desirae Womack, City Treasurer

Press present: Ark Valley News

**APPROVAL OF AGENDA**

Mayor Cicirello requested that the agenda be amended to add a report regarding progress of Aquatic and Recreation Center under presentations. Stamm moved to approve the agenda as amended, seconded by Evans. Roll Call Vote Aye: unanimous. Motion carried.

**ADMINISTRATION AGENDA –**

**DECEMBER 5, 2023, CITY COUNCIL MINUTES-**

Bass moved to approve the minutes of the December 5, 2023, City Council meeting as presented, seconded by Evans. Roll Call Vote Aye: Unanimous Motion Carried.

**PRESENTATIONS/PROCLAMATIONS –**

Todd Dumler, Jaris Hye and Beau Berry with McCown Gorden reported on construction progress for the Recreation and Aquatics Center. The project is on schedule and within budget. Slabs are being poured with vertical construction to begin in early January. They urged everyone to watch progress using the QR code.

**PUBLIC FORUM –**

Claire Steven, 548 W. 2<sup>nd</sup>. St. addressed Council regarding Ordinance addressing dogs in heat. She recently acquired a female dog which she keeps confined to her fenced yard, but male dogs enter her yard. She would like changes to the Ordinance that doesn't fault her, but rather the owners of male dogs not being restrained. Mayor Cicirello thanked her for coming to Council. He will pass her concerns to City Administrator Clark and ask him to reach out to her.

**APPOINTMENTS – None**

**OLD BUSINESS – None**

**NEW BUSINESS-**

A. RESOLUTION 744-23; PRAIRIE LAKE PHASE IV PAVING IMPROVMENTS AUTHORITY:

Assistant City Administrator Smith presented information regarding the Resolutions for the Prairie Lake Phase IV improvements. This authorizes the city to make certain improvements for the project. Once the project is complete the special assessments will be assessed to the entire development.

Wilson moved to approve Resolution 744-23 authorizing construction and financing paving improvements to the Prairie Lakes Subdivision, phase IV. Motion seconded by Gregory. Roll Call Vote Aye: unanimous Motion carried.

**B. RESOLUTION 745-23; PRAIRIE LAKE PHASE IV SANITARY SEWER IMPROVMENTS AUTHORITY**

Stamm moved to approve Resolution 745-23 authorizing construction and financing sanitary sewer improvements to the Prairie Lakes Subdivision phase IV. Motion seconded by Evans. Roll Call Vote Aye: unanimous. Motion carried.

**C. RESOLUTION 746-23; PRAIRIE LAKE PHASE IV WATER IMPROVEMENTS AUTHORITY**

Wilson moved to approve Resolution 746-23 authorizing construction and financing water improvements to the Prairie Lakes Subdivision phase IV. Gregory seconded the motion. Roll Call Vote Aye: Unanimous. Motion carried.

**D. RESOLUTION 747-23; PRAIRIE LAKE PHASE IV DRAINAGE IMPROVMENTS AUTHORITY**

Bass moved to approve Resolution 747-23 authorizing construction and financing drainage improvements to the Prairie Lakes Subdivision phase IV. Motion seconded by Stamm. Roll Call Vote Aye: unanimous. Motion carried.

**CONSENT AGENDA**

- A. APPROPRIATION ORDINANCE – DECEMBER 19, 2023
- B. TREASURER’S REPORT – NOVEMBER 2023
- C. REVENUE AND EXPENSE REPORT – NOVEMBER 2023
- D. CHECK RECONCILIATION – NOVEMBER 2023
- E. ECONOMIC DEVELOPMENT BOARD MINUTES – DECEMBER 6, 2023

Evans moved, seconded by Wilson to approve the Consent Agenda as presented. Roll Call Vote Aye: Unanimous. Motion carried.

**STAFF REPORTS**

**PUBLIC WORKS DIRECTOR EGGLESTON**

Reported that a pre-construction meeting for the Meridian project was held December 12<sup>th</sup>. Work will begin on January 2, 2024. A field office will be located at 69<sup>th</sup> and Meridian. During construction the speed limit will drop to 20 m.p.h. from Main to 5<sup>th</sup>. An information notice will go out to all landowners tomorrow (12/20/23). Estimate for completion of entire project is June 13, 2025.

**ASST. CITY ADMINISTRATOR SMITH**

Reported that the first vehicles in the enterprise program have been sold leaving a \$66,000.00 credit in our account. The cost to the city was \$83.00 per month for two years. Huge savings over purchase of new vehicles.

**GOVERNING BODY REPORTS-**

**MAYOR CICIRELLO**

Thanked Nancy Anderson for bringing a large plate of cookies and holiday treats to Council. Urged Council to fill a plate to take home after the meeting. Wished everyone a Merry Christmas.

**COUNCILMEMBERS**

Wished everyone a Merry Christmas.

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

**ADJOURN -**

**The meeting adjourned at 7:30 PM.**

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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 December 19, 2023, Regular Council Meeting as presented/ amended.**

**PRESENTATIONS / PROCLAMATIONS**

**PUBLIC FORUM**

**APPOINTMENTS**

**COMMITTEES, COMMISSIONS**

**OLD BUSINESS-NONE**

**OUTGOING MAYOR RECOGNITION**

**MAYOR LOU CICIRELLO**

**ADJOURN**

**SWEAR IN NEW MAYOR**

- **MAYOR JAMES (JET) TRUMAN**

**CALL TO ORDER**

**ROLL CALL**

**APPROVAL OF AGENDA**

## **NEW BUSINESS**

### **A. DESIGNATION OF ACCOUNT SIGNERS- HALSTEAD, INTRUST AND EMPRISE BANKS:**

The election of Mayor Truman requires new signers be designated for checking accounts at Halstead Bank, Intrust Bank and Emprise Bank. Smith requests official action to authorize persons to sign checks. The following people are requested:

Barry Smith – Asst. City Administrator of Finance  
Desirae Womack – City Treasurer  
James (Jet) Truman – Mayor  
Ben Anderson – Council President

Should Council choose to proceed

### **RECOMMENDED ACTION**

**Staff recommends motion to approve Barry Smith, Desirae Womack, Mayor Jet Turman and Ben Anderson as authorized signers on City of Valley Center checking accounts and remove Lou Cicirello as signer on all accounts.**

**NEW BUSINESS**

**B. APPROVAL OF AGREEMENT WITH PEC FOR CITY BOUNDARY DESCRIPTION:**

City Administrator Clark and PEC Engineer Scheer will present for Council approval an agreement to update and/or revise 2023 Boundary Description for the City of Valley Center. The fee will be on a standard hourly basis but not-to-exceed \$4,000.00.

- PEC Agreement



December 21, 2023

Brent Clark  
 City Administrator  
 City of Valley Center  
 121 S. Meridian  
 Valley Center, KS 67147

Reference: AGREEMENT for 2023 City of Valley Center Boundary Description Update  
 Valley Center  
 PEC Project No. 36-237013-008-2502

Dear Mr. Clark:

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

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

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

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

Brent Clark  
City of Valley Center  
2023 City of Valley Center Boundary Description Update  
December 21, 2023  
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**Work Product.** PEC is the author and owner of all reports, drawings, specifications, test data, techniques, photographs, letters, notes, and all other work product, including in electronic form, created by PEC in connection with the Project (the “Work Product”). PEC retains all common law, statutory, and other reserved rights in the Work Product, including copyrights. The Work Product may not be reproduced or used by the Client or anyone claiming by, through or under the Client, for any purpose other than the purpose for which it was prepared, including, but not limited to, use on other projects or future modifications to the Project, without the prior written consent of PEC. Any unauthorized use of the Work Product shall be at the user’s sole risk and Client shall indemnify PEC for any liability or legal exposure arising from such unauthorized use. To the extent PEC terminates this Agreement due to non-payment by Client shall not be entitled to use the Work Product for any purpose without the prior written consent of PEC.

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

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

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

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

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

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

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

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

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

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

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

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

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

Brent Clark  
 City of Valley Center  
 2023 City of Valley Center Boundary Description Update  
 December 21, 2023  
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resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

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

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

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

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

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

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

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

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

Brent Clark  
City of Valley Center  
2023 City of Valley Center Boundary Description Update  
December 21, 2023  
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**Severability.** If any provisions of this Agreement is determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Once received, a copy of the Agreement will be executed and returned.

RMM:cds

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: \_\_\_\_\_, Signatory

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

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

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

ACCEPTED:

CITY OF VALLEY CENTER

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

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

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

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



## EXHIBIT A

**A. Project Description:**

1. The Project shall consist of updating the written description for the City of Valley Center city limits to be utilized in the boundary resolution.

**B. Anticipated Project Schedule:**

1. PEC and CLIENT anticipate that the project shall be substantially complete by February 2, 2024.

**C. Project Deliverables:**

1. This Project Deliverables shall consist of a revised 2023 Boundary Description for the City of Valley Center

**D. Scope of Services:**

1. Provide all professional and technical services as required for review and development of the boundary resolution. Specific task as follows:
  - a) Depict current City Boundary in AutoCAD format based on written description (provided by CLIENT).
  - b) Revised written City Boundary Description to include areas of any annexations and deannexations since last update as provided by CLIENT.
  - c) Review the City staff any other right-of-way updates required and discrepancies of boundary.

**E. Additional Responsibilities of CLIENT:**

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

1. Provide all accurate annexation and boundary description documents in word format.
2. Meet with PEC to review boundary description, other updates and any found discrepancies.

**F. Additional Services:**

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

1. Updated boundary in GIS compatible format.
2. Acquisition of title work for properties with discrepancies.
3. Recreation of meets and bounds legal descriptions.

**G. PEC's Fees & Reimbursable Expenses:**

1. PEC will invoice CLIENT one time per month for services rendered and Reimbursable Expenses incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
2. PEC's Fee for its Scope of Services will be on a standard hourly basis, at the rates established on the attached Rate Schedule plus Reimbursable Expenses not-to-exceed **\$4,000.00**.
3. Reimbursable Expenses shall include digital scanning and printing by outside firms, deliveries made by outside services, vehicle mileage or vehicle rental and fuel, vehicle parking and tolls, travel fares (air/land/water), lodging, meals, and review/application/filing/permit fees.
4. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

## 2023 RATE SCHEDULE A\*\*

<u>TITLE</u>	<u>HOURLY RATE *</u>
Principal Engineer .....	\$220
Senior Project Manager .....	\$200
Project Manager .....	\$180
Senior Engineer .....	\$175
Project Engineer .....	\$155
Senior Landscape Architect .....	\$165
Landscape Architect .....	\$115
Land Use Planner .....	\$140
Design Engineer .....	\$125
Senior Technician .....	\$140
Design Technician .....	\$105
Senior Commissioning Agent .....	\$140
Commissioning Agent .....	\$115
GIS Specialist .....	\$140
GIS Analyst .....	\$110
Project Assistant .....	\$90
Senior Field Project Manager .....	\$160
Field Project Manager .....	\$145
Senior Inspector .....	\$150
Inspector .....	\$120
Senior Field Technician .....	\$100
Field Technician .....	\$80
Driller .....	\$105
Land Surveyor .....	\$130
Party Chief .....	\$110
Survey Technician .....	\$90
*Premium time for all non-salaried personnel or as noted in the contract	
1.5 multiplier	

REIMBURSABLES:

Infrared Camera .....	\$50/Hour
Structural Testing Equipment .....	\$50/Hour
Outside Consultants .....	Cost plus 10%
Reproduction & Photography .....	Cost plus 10%
Equipment Rental .....	Cost plus 10%
Material .....	Cost plus 10%
Vehicle Mileage .....	IRS Rate/Mile
Truck Mileage .....	\$0.70/Mile
ATV .....	\$20/Hour
GPS .....	\$50/Hour
3D Laser Scanner .....	\$150/Hour
Robotic Total Station .....	\$50/Hour
UAS .....	\$150/Hour
Mobile Lidar Unit .....	\$150/Hour
Drill Rig Use .....	\$75/Hour
Car Rental and Fuel .....	Cost plus 10%
Per Diem, Meals .....	Cost plus 10%
Per Diem, Lodging .....	Cost plus 10%
Deliveries and Overnight Mail .....	Cost plus 10%
Travel, Hotel, Meals, and Subsistence .....	Cost plus 10%
Filing Fees .....	Cost plus 10%
Concrete Testing Equipment .....	\$10/Each
Nuclear Gauge Equipment .....	\$20/Each
Compression Tests of Cylinders .....	\$12/Each
Ultra Sonic Testing Equipment .....	\$50/Each
Semi-Trailer Mileage .....	\$3/Mile

\*\*The rates shown above are effective for services through December 31, 2023 and are subject to revision thereafter.

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

**B. APPROVAL OF AGREEMENT WITH PEC FOR CITY BOUNDARY**  
**DESCRIPTION:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Staff recommends motion to approve agreement with PEC to update 2023 Boundary Description in an amount not to exceed \$4,000.00 and authorize Mayor to sign.**

**NEW BUSINESS**

**C. APPROVAL OF NORTH RIVERVIEW AT FAIRFIELD FINAL  
REPLAT:**

Comm. Dev. Director Shrack will present the North Riverview at Fairfield final replat for approval.

- Staff Memo



**Date:** December 14, 2023

**To:** City of Valley Center Planning and Zoning Board

**From:** Ryan W. Shrack, *Community Development Director*

**Final Replat Approval for North Riverview at Fairfield Subdivision (SD-2023-02)**

Steve Conway, pursuant to Section 16.04., is petitioning the City of Valley Center Planning and Zoning Board to approve a final replat for the land (outlined in red below) currently not addressed, but located north of the intersection of 61<sup>st</sup> Street and Fairfield Avenue, Valley Center, KS 67204.



**Applicant's Reasons for Platting:**

The current property owner is planning on selling this newly platted property to someone else after the platting process has been completed. The new landowner would be able to build one, single-family residence on this property. Along with the platting documents that can be found at the end of this staff report, there are also copies of filed restrictive covenants and easements that have been placed on this property. Any future development will be required to adhere to these covenants and easements.

**Staff Comments:**

The final replat has been reviewed by the City Staff Review Team, which has provided multiple comments/revisions that have been incorporated into the final replat documents. The final replat meets all the requirements listed in the required contents section (16.05.02) for final plats submitted to the City of Valley

Center for approval. Once the final replat is approved by the Planning and Zoning Board, it will go to City Council for final approval (tentatively) at the January 2, 2024 meeting. After this approval is granted, the final replat documents will be signed and filed with the Sedgwick County Register of Deeds Office. This property is currently zoned RR-1 (Suburban Residential District). As currently shown, this plat will create a total of one new parcel with no reserve areas.

A public notice was published in *The Ark Valley News*, along with letters sent to all property owners within 200 feet of the boundary of the proposed final replat property area. As of the date of this report, there have been two responses regarding this application and no one has submitted any protest against this proposed final replat.

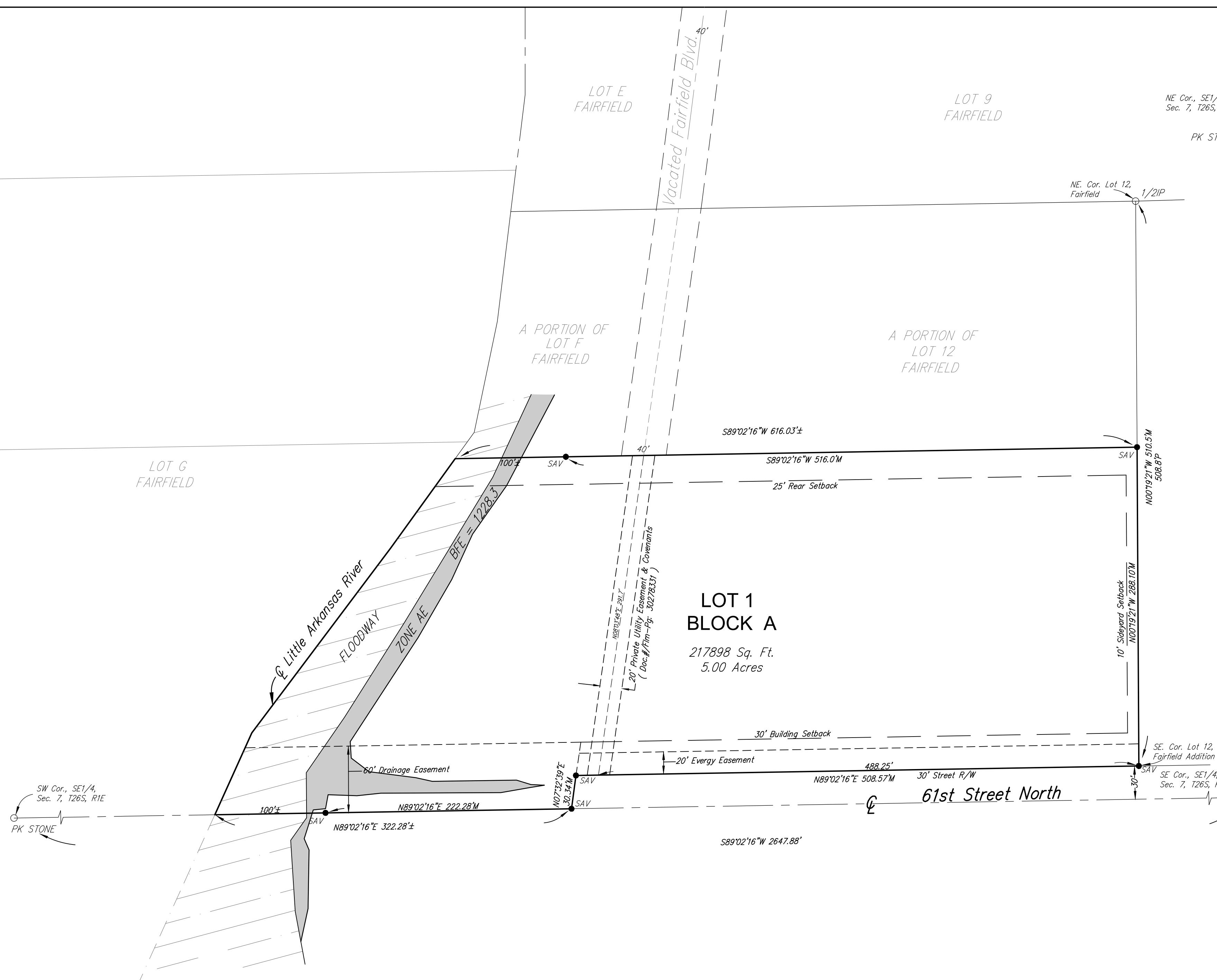
**Staff Recommendation:**

City staff recommend approval of this final replat application.

## FINAL REPLAT

# North Riverview at Fairfield

an Addition to Valley Center,  
Sedgwick County, Kansas



Benchmark:  
Top of 1/2" Iron Pipe  
14' E. & 1' N. of Power Pole  
near Drive Entrance  
Elevation=1333.58  
NAVD88 Datum

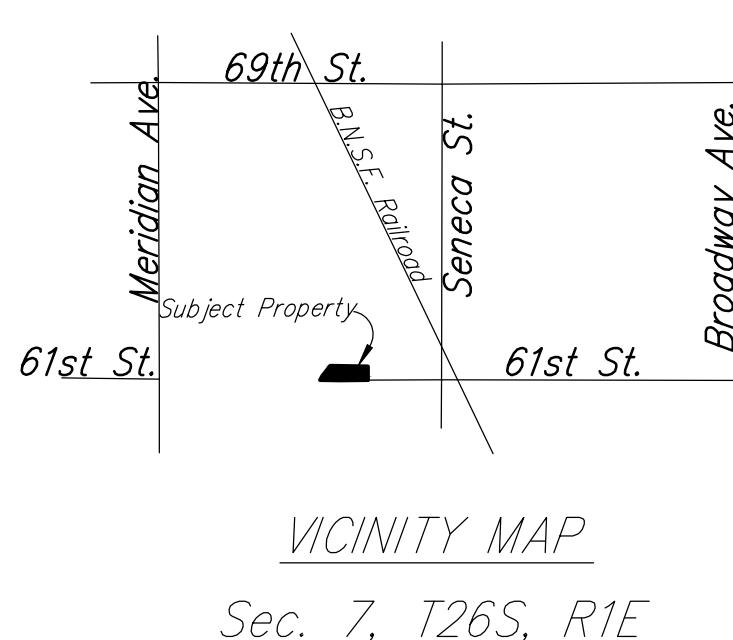
Minimum Pad Elevation = 1330.3 NAVD88 Datum

**SURVEY MARKER LEGEND**  
M = Measured  
P = Plotted

- PK STONE ..... PK NAIL IN STONE (FOUND ORIGIN UNKNOWN)
- 1/2" IP ..... 1/2" IRON PIPE (FOUND ORIGIN UNKNOWN)
- 1/2" R ..... 1/2" REBAR (FOUND ORIGIN UNKNOWN)
- 1/2" R IN CONC ..... 1/2" REBAR IN CONCRETE BLOCK (FOUND ORIGIN UNKNOWN)
- 5/8" R ..... 5/8" REBAR (FOUND ORIGIN UNKNOWN)
- TH ..... 1/2" IRON PIPE IN THIMBLE (FOUND ORIGIN UNKNOWN)
- SAV ..... 1/2" REBAR W/SAVOY CAP (SET)

■ TELE. PED ..... TELEPHONE PEDESTAL  
← GUY ANCHOR  
○ G.V. ..... GAS VALVE  
■ POWER POLE  
○ W.M. ..... WATER METER

**GRAPHIC SCALE**  
( IN FEET )  
1 inch = 60 ft.



Sec. 7, T26S, R1E

LAND SURVEYOR'S CERTIFICATE AND DESCRIPTION:  
State of Kansas ) SS  
County of Sedgwick )

We Brungardt, Honomichl and Company, P.A., in aforesaid county and state do hereby certify that, under the supervision of the undersigned, we have surveyed and platted "NORTH RIVERVIEW AT FAIRFIELD", an Addition to Valley Center, Sedgwick County, Kansas and that the accompanying plat is a true and correct exhibit of the property surveyed, described as and being a replat of the South 288.10 feet of Lot 12 and the South 288.10 feet of Lot F of Fairfield, Sedgwick County, Kansas together with all of Vacated Fairfield Boulevard lying North of the North line of 61st Street North and the North 30 feet of Vacated 61st Street lying West of the West line of Vacated Fairfield Boulevard extended South.

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

Brian N. Savoy PS #817

OWNER'S CERTIFICATION AND DEDICATION:  
State of Kansas ) SS  
County of Sedgwick )

This is to certify that the undersigned owner of the land described in the Surveyor's Certificate; have caused the same to be surveyed and subdivided on the accompanying plat into a Lot and Block under the name of "NORTH RIVERVIEW AT FAIRFIELD", an Addition to Sedgwick County, Kansas. The drainage and utility easements are hereby granted to the public as indicated for drainage purposes and for the construction and maintenance of all public utilities. The Minimum Building Pad Elevations for the lowest opening to the structures shall be as indicated on the face of the plat.

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

Steven L. Conway, Owner Kimberly A. Conway, Owner

NOTARY CERTIFICATE:  
State of Kansas ) SS  
County of Sedgwick )

The foregoing instrument acknowledged before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Steven L. Conway and Kimberly A. Conway.

My App't. Exp \_\_\_\_\_ Notary Public

GOVERNING BODY CERTIFICATE:  
State of Kansas ) SS  
City of Valley Center )

The dedications shown on this plat, if any, are hereby accepted by the Governing Body of the City of Valley Center, Kansas on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest:  
\_\_\_\_\_  
Jet Truman Mayor  
\_\_\_\_\_  
Kristi Carrithers City Clerk

CITY ATTORNEY'S CERTIFICATE:  
State of Kansas ) SS  
City of Valley Center )

This plat approved to the provisions of K.S.A. 12-401.

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

\_\_\_\_\_  
Barry Arbuckle, City Attorney

COUNTY SURVEYOR'S CERTIFICATE:  
State of Kansas ) SS  
County of Sedgwick )

Reviewed in accordance with K.S.A. 58-2005 on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Deputy County Surveyor  
Tricia L. Robello, P.S. #1246 Sedgwick County, Kansas

TRANSFER RECORD:  
Entered on transfer record this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Kelly B. Arnold, County Clerk

REGISTER OF DEEDS CERTIFICATE:  
State of Kansas ) SS  
County of Sedgwick )

This is to certify that this instrument was filed for record in the Register of Deeds Office, at \_\_\_\_\_ o'clock M, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Tonya Buckingham, Register of Deeds  
\_\_\_\_\_  
Kenly Zehring, Deputy

PLANNING AND ZONING BOARD CERTIFICATE:  
State of Kansas ) SS  
City of Valley Center )

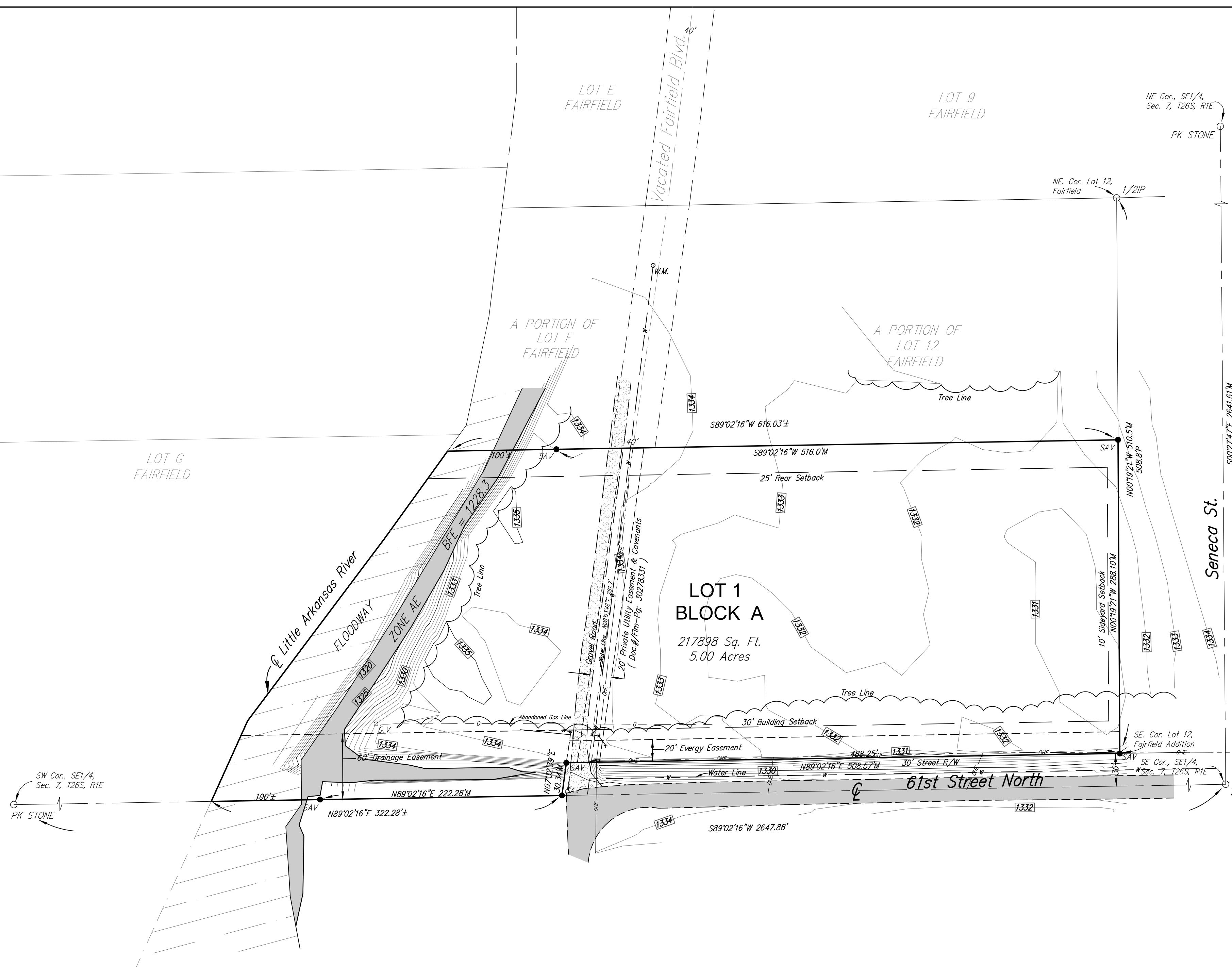
This plat was approved by the Valley Center City Planning Commission on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
Gary Janzen, Chairperson

Attest:  
\_\_\_\_\_  
Ryan Shrock, Secretary

## FINAL REPLAT

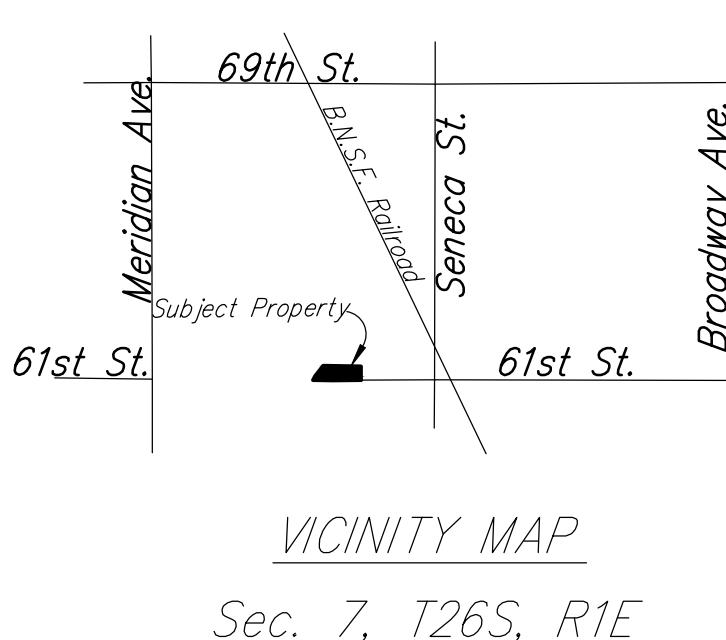
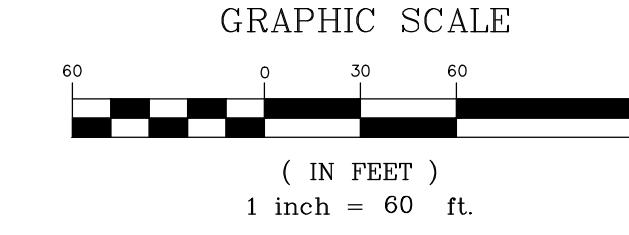
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an Addition to Valley Center,  
Sedgwick County, Kansas

Benchmark:  
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near Drive Entrance  
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- W.M. ..... WATER METER

LAND SURVEYOR'S CERTIFICATE AND DESCRIPTION:  
State of Kansas ) SS  
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Date Signed: \_\_\_\_\_

Steven L. Conway, Owner Kimberly A. Conway, Owner

NOTARY CERTIFICATE:  
State of Kansas ) SS  
County of Sedgwick ) SS

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My App't. Exp \_\_\_\_\_ Notary Public

GOVERNING BODY CERTIFICATE:  
State of Kansas ) SS  
City of Valley Center ) SS

The dedications shown on this plat, if any, are hereby accepted by the Governing Body of the City of Valley Center, Kansas on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest:  
\_\_\_\_\_, Mayor  
\_\_\_\_\_, City Clerk  
\_\_\_\_\_, Kristi Carrithers

CITY ATTORNEY'S CERTIFICATE:  
State of Kansas ) SS  
City of Valley Center ) SS  
This plat approved to the provisions of K.S.A. 12-401.

Date Signed: \_\_\_\_\_  
\_\_\_\_\_, City Attorney  
Barry Arbuckle

COUNTY SURVEYOR'S CERTIFICATE:  
State of Kansas ) SS  
County of Sedgwick ) SS  
Reviewed in accordance with K.S.A. 58-2005 on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Deputy County Surveyor  
Sedgwick County, Kansas  
Tricia L. Robello, P.S. #1246

TRANSFER RECORD:  
Entered on transfer record this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, County Clerk  
Kelly B. Arnold

REGISTER OF DEEDS CERTIFICATE:  
State of Kansas ) SS  
County of Sedgwick ) SS

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\_\_\_\_\_, Register of Deeds  
Tonya Buckingham  
\_\_\_\_\_, Deputy  
Kenly Zehring

PLANNING AND ZONING BOARD CERTIFICATE:  
State of Kansas ) SS  
City of Valley Center ) SS  
This plat was approved by the Valley Center City Planning Commission on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Gary Janzen, Chairperson  
Ryan Shrock, Secretary

Attest:



## AGREEMENT FOR UTILITIES AND COVENANTS

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED

Steven L Conway &amp; Kimberly A Conway, is the owner of the following described real property:

All of Lots 9, 12, E, and F and vacated adjacent Fairfield Boulevard right-of-way, all in the plat of Fairfield, an addition to Sedgwick County, Kansas

THIS EASEMENT AGREEMENT FOR UTILITIES AND COVENANTS is made and entered into on this 30 day of November, 2023, by and between Steven L Conway & Kimberly A Conway ("Grantor") for the benefit of the landowners ("Grantee") and their successors and assigns of the said Lots and vacated right-of-way, existing and in consideration of the portions of property receiving plat approval from the appropriate governmental authorities.

WHEREAS, Grantor owns the real property described on Exhibit "A" attached hereto; and

WHEREAS, Grantor acknowledges there are existing private utility services, utility poles and power lines within the real property described on Exhibit "A" ("Easement") attached hereto that shall remain; and

WHEREAS, Grantor desires to create a Private Utility Easement to ensure utility service is maintained and accessible to all lots, existing and future that lie within said lots and vacated right of way.

WHEREAS, Grantor desires to establish a Restrictive Covenant over and across any portions of said Lot 12 and Lot F.

NOW THEREFORE: for and in consideration of the mutual promises, covenants and agreements set forth herein, the parties agree as follows:

1. Grant of Easement. The Grantor does hereby grant, convey, and transfer unto the Grantee(s), their heirs, or successors and assigns, a permanent Private Utility Easement for utility companies to install, operate, maintain, protect, repair, relocate, upgrade, replace, and remove their utility service lines, poles and appurtenances thereto for the purpose of serving said lots. As the Grantee(s) may from time to time require upon, across, over, above, under, and within the Easement.
  - a. Easement Rights and Restrictions. For purposes of clarification, this Agreement does not constitute a conveyance of the Properly, nor of the minerals therein and thereunder, but grants only an Easement subject to the following:
    - i. Grantee(s) and utility companies serving said Lots 12 and F may access the Easement Tract from adjoining 61<sup>st</sup> Street Right-of-way only for the aforementioned purposes.

- ii. No structures, footings, or foundations shall be constructed within the Easement. Any fence or other obstructions situated over, across, above, under and within the Easement shall be removed, relocated, and/or replaced at owners expense if deemed necessary for enjoyment of Grantee(s) rights established herein.
  - iii. It will be the landowners responsibility to maintain any vegetation within or adjacent to the Easement to ensure proper operation and maintenance of the utilities occupying the easement. No trees shall be planted within the easement.
2. Restrictive Covenant. The Grantor does hereby establish a restrictive covenant on the development over and across any portion of said Lots 12 and F, restricting the use of said lands to those Permitted Uses allowed in the City of Valley Center RR-1 Suburban Residential District, with the proviso that no use, placement, and/or construction of manufactured housing be allowed, and that modular homes will only be permitted if placed on a permanent foundation. It is understood that this covenant shall be binding upon the undersigned, their heirs, or successors and assigns and is a covenant running with the land. The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the entirety of ownership(s) of said Lots 9,12, E, F and adjacent vacated Fairfield Boulevard right-of-way. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

Steven J. Conway

Steven L Conway

Kimberly A. Conway

Kimberly A Conway

STATE OF KANSAS )  
COUNTY OF SEDGWICK )  
SS

BE IT REMEMBERED, that on this 20 day of Nov, 2023 before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came, Steven L Conway & Kimberly A Conway, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



SEAL

(My Commission Expires: 09/24/2025)

Susan L. Lee  
Notary Public



January 2, 2024 City Council Agenda Page 30  
Register of Deeds - Tonya Buckingham  
Doc.#/Flm-Pg: 30278332  
Receipt #: 2406288  
Pages Recorded: 2  
Recording Fee: \$38.00

Cashier: vbunch

Date Recorded: 11/30/2023 04:14:57 PM

Authorized



## RESTRICTIVE COVENANT

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED

Steven L Conway & Kimberly A Conway, is the owner of the following described real property:

Parcel 1:

All of Lot 9, Fairfield an addition to Sedgwick County, KS; together with the east half of vacated Fairfield Boulevard right-of-way adjacent on the west.

Parcel 2:

All of Lot E, Fairfield an addition to Sedgwick County, KS; together with the west half of vacated Fairfield Boulevard right-of-way adjacent on the east.

Parcel 3:

Lot 12, Fairfield an addition to Sedgwick County, KS except the south 288.10 feet thereof; together with the east half of vacated Fairfield Boulevard right-of-way adjacent on the west.

Parcel 4:

Lot F, Fairfield an addition to Sedgwick County, KS except the south 288.10 feet thereof; together with the west half of vacated Fairfield Boulevard right-of-way adjacent on the east.

NOW THEREFORE, in consideration of the south 288.10 feet of Lot 12 and F of said Fairfield together with adjacent vacated Fairfield Boulevard and 61<sup>st</sup> St right-of ways receiving plat approval from the appropriate governmental authorities, the undersigned agrees and covenants that the aforementioned lot(s) shall be retained, held and bound together in order to assure access and utilities to all lots.

It is understood that this covenant shall be binding upon the undersigned, their heirs, or successors and assigns and is a covenant running with the land until such time the property is replatted.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Valley Center. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

November 30

2023

EXECUTED the day and year first written above by

Steven L Conway

Steven L Conway

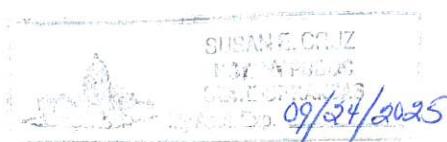
Kimberly A Conway

Kimberly A Conway

STATE OF KANSAS )  
                          )  
                          SS  
COUNTY OF SEDGWICK )

BE IT REMEMBERED, that on this 30 day of Nov, 2023 before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came, STEVEN L. CONWAY & KIMBERLY A. CONWAY, who is personally known to me to be the same person who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



SEAL

(My Commission Expires: 09/24/2025)

Susan A. Cruz  
Notary Public

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

**C. APPROVAL OF NORTH RIVERVIEW AT FAIRFIELD FINAL  
REPLAT:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Based on approval granted by the Planning and Zoning Board, City staff recommend motion to approve this final replat of North Riverview at Fairfield.**

**NEW BUSINESS**

**D. ORDINANCE 1401-24; SPECIAL USE S.E. OF 85<sup>TH</sup> RD AND RIDGE ROAD:**

Comm. Dev. Director Shrack will present Ordinance 1401-24, which approves a special use for the subject property for first reading

- Staff Memo
- Applicant presentation
- Ordinance 1401-24



**Date:** December 14, 2023

**Present Zoning:** A-1 (Agricultural District)

**Proposed Special Use:** Commercial Development of Natural Resources and Extraction of Raw Materials

**Special Use Application Case Number:** SU-2023-01

**Applicant:** David Leeker, Leeker Real Estate Partnership, LP, and Steven and Sherryl Simon

**Property Address:** Currently unaddressed, but located southeast of the intersection of Ridge Road and 85<sup>th</sup> St. (in between 85<sup>th</sup> St. and 77<sup>th</sup> St.), Valley Center, KS 67147 (outlined in red below)



**Applicants' Reasons for Special Use Application:** The applicants are requesting approval of the special use application to allow for the subject property to be utilized as a sand pit. Mineral extraction is classified as a special use in A-1 (Agricultural District) zoned property within the City of Valley Center, Kansas. The future sand pit will be operated by Central Sand Company, LLC and supporting documentation has been submitted by the applicants' agent, Phil Meyer with Baughman Co., which is attached to this staff report. The proposed operational plan shows that the sand pit will be developed in two phases. The first phase encompasses the southern half of the subject property and would be completed in 10-15 years. The actual plant site and rock crushing/recycling area would be built in the southwest area of the subject property. The second phase takes in the northern half of the subject property and would be completed in roughly 15 years. The special use application is required to be reviewed by both the Planning and Zoning Board and City Council.

**Review Criteria for a Zoning Amendment/Special Use per 17.11.01.H (criteria in *italics*)**

1. *What is the character of the subject property and the surrounding neighborhood in relation to existing uses and their condition?*

The subject property is currently used for agricultural purposes. This property is located in a primarily rural residential area, with single-family houses, farms, and agricultural fields. There are both paved and gravel roads in the surrounding area. An existing sand pit operation is located approximately one-half mile west of the subject property.

2. *What is the current zoning of the subject property and that of the surrounding neighborhood in relationship to the requested change?*

The current zoning of the subject property is A-1 (Agricultural District). The surrounding zoning and land uses are as follows:

- North: RR (Sedgwick Co. jurisdiction, Rural Residential District)
- South: RR (Sedgwick Co. jurisdiction, Rural Residential District)
- East: RR (Sedgwick Co. jurisdiction, Rural Residential District)
- West: RR (Sedgwick Co. jurisdiction, Rural Residential District)/GC (Sedgwick Co. jurisdiction, General Commercial District)

3. *Is the length of time that the subject property has remained undeveloped or vacant as zoned a factor in the consideration?*

No

4. *Would the request correct an error in the application of these regulations?*

No

5. *Is the request caused by changed or changing conditions in the area of the subject property and, if so, what is the nature and significance of such changed or changing conditions?*

The special use request is the direct result of the applicants' plan to construct a mineral extraction operation on the subject property. The Central Sand Company is looking for new sources of sand as existing sand pit operations in the surrounding area are coming to an end of their useful lifespan. The subject property for this special use application has been identified as an area in which sand can be viably extracted.

6. *Do adequate sewage disposal and water supply and all other necessary public facilities including street access exist or can they be provided to serve the uses that would be permitted on the subject property?*

Currently, public water and sewer services are not available to the subject property. Street access does exist to the area. Public water and sewer services would not be required as part of the proposed mineral extraction operation. The operational site plan (attached to this staff report) shows one access point off Ridge Road into the proposed sand pit operation. As part of this access, a turning lane (decel lane) is shown along Ridge Road, which will help with the proposed truck traffic that will take place in conjunction with the sand pit operation. According to Mr. Meyer with Baughman, the anticipated daily truck traffic will be between 150 and 200 trucks depending upon the season and economy.

7. *Would the subject property need to be platted or replatted or in lieu of dedications made for rights-of-way, easements, and access control or building setback lines?*

No

8. *Would a screening plan be necessary for existing and/or potential uses of the subject property?*

A screening plan is included on the site plans attached to this email. A 6'- 8' high earthen berm, 24'- 32' in width, will be constructed around the entire perimeter of the subject property. Native grasses 3'- 4' in height will be planted on the berms once they are built. City staff feel that this will adequately screen the sand pit operation from view of the surrounding property owners. The berms will also significantly help mitigate dust and noise associated with the sand pit operation.

9. *Is there suitable vacant land or buildings available or not available for development that currently has the same zoning?*

The extraction of minerals, including sand, must take place where the resources exist. The subject property has been identified as an area that contains available sand and could be extracted by professional excavating companies. The subject property recently went through the rezoning process to become A-1 zoned land. No other A-1 zoned land has been identified as suitable for a sand pit operation.

10. *If the request is for business or industrial uses, are such uses needed to provide more services or employment opportunities?*

The special use application, if approved, will allow for the construction of a new sand pit. This new sand pit would provide a new source of this material that is needed in the local/regional construction industry and, possibly, provide new employment opportunities to the surrounding area. In conjunction with the sand pit operation, a rock crusher will be brought on-site approximately 6-8 times per year (used in one-week increments). It will be used to crush rock brought from off-site locations, but will not further increase truck traffic as the materials that are brought on-site will be delivered by trucks that are awaiting loads of sand. Mr. Meyer has indicated that an average of 6-8 employees will work on-site during the operation.

11. *Is the subject property suitable for the uses in the current zoning to which it has been restricted?*

In its current zoning of A-1, the subject property has the following permitted uses:

- Single-family detached dwellings, modulars, and residential-design manufactured homes
- Religious Institution
- Wind Energy Conversion Systems (subject to approval by the City's Board of Zoning Appeals)
- Golf courses, including accessory clubhouses, but not driving ranges and miniature golf courses operated for commercial purposes

The property is currently used for agricultural purposes, which align with its zoning classification of A-1 designation. Under the A-1 zoning district code, the proposed sand pit and rock crushing operation are classified as a special use, which means that this use can take place with approval from the Planning and Zoning Board and City Council.

12. *To what extent would the removal of the restrictions, i.e., the approval of the special use request detrimentally affect other property in the neighborhood?*

The special use request should not have a significantly detrimental impact on the surrounding neighborhood properties. As documented on the attached operational site plans and letter from Mr. Meyer, the following major issues have all been addressed:

- **Traffic:** A turning (deceleration) lane will be added south of the entrance to the sand pit operation along Ridge Road. This turning lane will help with the increased truck traffic on Ridge Road. With only one entrance to the sand pit operation (on Ridge Road), there should be no increased traffic on 77<sup>th</sup> Street or 63<sup>rd</sup> Street. Based on the routes used by the trucks, traffic may increase on 85<sup>th</sup> Street, but there will be no access to the sand pit operation off of this street, which is paved and in good condition to handle additional truck traffic.
- **Noise/Dust:** As discussed previously in this report, a 6'- 8' high earthen berm, 24'- 32' in width, will be constructed around the entire perimeter of the subject property. Native grasses 3'- 4' in height will be planted on the berms once they are built. The berm will significantly reduce noise and dust pollution in the surrounding neighborhood. As indicated in Mr. Meyer's letter, there will be an on-site water truck that will be utilized for dust mitigation on the vehicular access route located on the west side of the subject property. It will be used whenever necessary to prevent dust from leaving the operation site. In Mr. Meyer's letter, he also indicated that the sound level of the sand pit and rock crushing operations will remain below 85 decibels as required by the Mine Safety and Health Administration (MSHA). In researching this decibel level, according to the United States Centers for Disease Control, the following sounds/noises are around the same level:
  - Normal conversation or air conditioner: 60 decibels
  - Washing machine or dishwater: 70 decibels
  - City traffic (inside the car): 80-85 decibels
  - Gas-powered lawn mowers and leaf blowers: 80-85 decibels

Along with the berm, it should be noted that the original conditional use application (submitted to Sedgwick County) showed the edge of the sand pit operation as being closer to the property line than what is now shown on the site plan. The edge of the actual extraction operation has been moved from 100 feet from the property line to 350 feet. This will also help significantly reduce noise and dust pollution in the surrounding neighborhood.

- **Groundwater Contamination:** As noted in Mr. Meyer's letter, the proposed sand pit is estimated to be 35'- 50' deep. The sand pit will be self-contained and no runoff within the site will be allowed to leave the site. If the special use application is approved, permits from the Groundwater Management District, Kansas Department of Health and Environment, and any other agency charged with managing groundwater resources will have to be obtained prior to the commencement of the sand pit operations. During previous discussions, along with written protests received from surrounding property owners, there is a fear that residents' water wells will no longer be viable and residents will lose access to safe drinking water. City staff contacted the Sedgwick County Metropolitan Area Building and Construction Department and spoke with Kelly Dixon, who serves as the Codes and Floodplain Technician. Mr. Dixon was asked if he was aware of any wells going bad on property adjacent to existing sand pit operations in Sedgwick County due to groundwater contamination. Mr. Dixon's response was that he was unaware of any wells going bad on land adjacent to existing sand pit operations due to groundwater contamination in the county.
- **Decline in Property Values:** Another common issue that has been heard during the review of this application is that the property values in the surrounding neighborhood will decline if the sand pit is approved. City staff researched other residential properties adjacent to existing sand pit operations in Sedgwick County and found that property values do **not** decrease for residential properties adjacent to sand pits. This report is attached to the end of this staff report. Property valuation numbers referenced in this report come from Sedgwick County tax records.

*13. Would the request be consistent with the purpose of the zoning district classification and the intent and purpose of these regulations?*

Yes, the commercial development of natural resources and extraction of raw materials is an allowed special use under the City of Valley Center zoning code section for A-1 zoned property. This type of use is only allowed as a special use on A-1 zoned land. It is not allowed under any other zoning district. The proposed sand pit operation will be sufficiently screened from the surrounding rural neighborhood.

*14. Is the request in conformance with the Comprehensive Plan and does it further enhance the implementation of the Plan?*

The subject property, along with a larger surrounding area, was added to the City's designated Urban Growth Area/Area of Influence with Sedgwick County and the Future Land Use Map (part of the City's adopted Comprehensive Plan) in 2020. The recent annexation of the subject property into Valley Center shows that the City is growing in this area and desires to see it developed.

*15. What is the nature of the support or opposition of the request?*

- City staff support this special use request. As noted in the development site plan, once the sand pit operation has finished its work, the subject property will be developed into a new residential subdivision with the City of Valley Center. The proposed development includes a 173-acre pond and 280 single-family lots. Included in this proposed development are also two municipal water wells. The City is interested in acquiring the water rights on this subject property. Doing so will greatly increase the available water the City has access to, which will help with future growth and sustainability. The standard public notice was published in *The Ark Valley News* and notices were sent out to surrounding property owners within 1,000 feet of the subject property. Multiple responses have been received as of the date of this report and all, but one, were opposed to this special use request. As of the date of this staff report, multiple written responses have been received and are attached to this staff report.
- Other public comments in support or opposition will not be known until the public hearing. All written responses received after the agenda packet is officially published will be given to each member of the Planning and Zoning Board prior to the start of the December 21, 2023 board meeting.

*16. Is there any information or are there recommendations on this request available from professional persons or persons with related expertise which would be helpful in its evaluation?*

No

*17. By comparison, does the relative gain to the public health, safety and general welfare outweigh the loss in value or the hardship imposed upon the applicant by not approving the request?*

No, the relative gain to the public health, safety, and general welfare does not outweigh the loss in value or the hardship imposed upon the applicant by not approving this special use request. As documented throughout this staff report, as well as the supporting documentation submitted by the applicants' agent, the proposed sand pit operation represents a substantial economic investment. It will also provide a new source of sand to be utilized by the burgeoning regional construction industry. Significant actions will be taken to mitigate any potential public health and safety concerns associated with the proposed sand pit operation.

**City staff recommend approval of this special use application.**

## Written Responses

### Ryan Shrack

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**From:** Ruth Herman <rudiherman@myyahoo.com>  
**Sent:** Friday, November 10, 2023 12:38 PM  
**To:** Ryan Shrack  
**Cc:** rudiherman@myyahoo.com  
**Subject:** Potential Rezoning/File No. SU-2013-01

Consider this email your formal notice that as an adjacent landowner of this special use application, I strongly and vehemently protest approval of this application.

My objections go beyond the aesthetics and degradation of the property but also the more practical aspects of the dangerous impact it will have on the traffic on Ridge Road. Having lived here some 13 plus years, I can attest to the inadequacy of the road with the current flow of traffic, citing numerous accidents involving not only dogs, cats and horses but several near misses with head-on collisions, including one just this morning. The road is too narrow and the ditches too steep to accommodate any added traffic.

Please make my concern known to the Planning and Zoning Board for review at the upcoming November 28 meeting.

Respectfully,

Ruth Ann Herman  
Property Owner  
8325 N. Ridge Road  
Valley Center, Kansas 67147

**Ryan Shrack**

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**From:** Beckie Brenn <beckiebrenn@gmail.com>  
**Sent:** Sunday, November 12, 2023 8:00 PM  
**To:** Ryan Shrack  
**Subject:** Leeker/Simon Special Use Application

Please be advised that we, Rebecca Lynn Brenn and Jeanette Elaine Brenn, wish to convey through this email our protest of the above-referenced special use application. We believe that commercial development of natural resources and extraction of raw materials for land located east of our property, 8443 N. Ridge Road, will not benefit and will instead be detrimental to the numerous landowners in the area which will be directly affected by granting the application. Please do not accept the special use application. Thank you.

## Ryan Shrack

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**From:** Tobie Lang <prairieskeeter1@gmail.com>  
**Sent:** Monday, December 4, 2023 8:11 PM  
**To:** Ryan Shrack  
**Subject:** Re: File No. SU-2023-01

On Mon, Dec 4, 2023, 20:08 Tobie Lang <[prairieskeeter1@gmail.com](mailto:prairieskeeter1@gmail.com)> wrote:

Ryan,

I am contacting you about my protest of the property around my home at Ridge Rd and 85th Street.

I oppose the possibility of turning the property into commercial development of natural resources and extraction of raw materials.

I've lived here 19yrs and do not want this anywhere around. We went through the same thing years ago and won.

I oppose this project for several reasons. The traffic on Ridge Rd is super busy as is. To place this development at 85th and Ridge is a dangerous area. There are several wrecks there every year. To place more sand trucks will cost the county to update Ridge Rd. There are several sand trucks that pull out in front of traffic now on Ridge Rd. The health of me and my neighbors is a bigger concern. I am a sensitive asthmatic. I will not be able to live near the toxic dust that will be pouring into my home. This construction plant will have a negative effect on the cost of my home. It will drive down the price of my home. I moved here 19yrs ago to be away from town and noise. If this passes I will no longer have my peace and quiet. I will not be able to have my windows open on nice days. My health is a huge concern!

I invite David Leeker and Steven and Sherryl Simon to live next to this commercial development to see if they like the noise, dust, lights and increased traffic that it would absolutely bring to this area. To deal with this issue again is sad. It was already rejected once and it should be rejected again.

It comes down to money and greed. They have the money to make my life a living hell. They have the greed to not care about the people that live here.

Sincerely,  
Tobie Lang  
8728 Ross St.

**Ryan Shrack**

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**From:** DARREN COOPER <cdarren311@phoenixedu.onmicrosoft.com>  
**Sent:** Friday, December 8, 2023 2:09 AM  
**To:** Ryan Shrack  
**Cc:** Darren Cooper (cdarren312@gmail.com)  
**Subject:** Protest Against the Proposed Sandpit Construction

**Darren Lynn Cooper**  
8301 N. Ridge Road  
Valley Center, KS 67147

December 8, 2023

**Valley Center City Council**

**121 S. Meridian Ave.**

**Valley Center, KS 67147**

**File No. SU-2023-01**

**Subject: Protest Against the Proposed Sandpit Construction**

Dear Members of the Valley Center City Council,

Ryan Shrack

I am writing to let you know my vehement opposition to the proposed construction of a sandpit near my 8301 N. Ridge Road residence and the recent decision to transfer zoning authority over this property from Sedgwick County to the City of Valley Center.

First and foremost, I question the necessity of zoning this sandpit within the city limits, especially considering that it will not be integrated into the city's infrastructure for many decades. The annexation of this sandpit serves no other purpose than facilitating a lucrative venture for a sand company at the expense of residents like myself.

The negative impacts of such a development cannot be overstated. Introducing dust, noise pollution, and heavy traffic from large, fast-moving trucks and hurried truck drivers will significantly degrade our neighborhood's quality of life. Moreover, there is a legitimate concern about the potential contamination of our groundwater, a resource that is vital to our community and the environment.

**(continued on next page)**

Furthermore, this decision appears to be a classic case of collusion between millionaire property owners and city officials, prioritizing corporate profits over the welfare and concerns of long-standing families in the area. As a resident of this community since 1998, along with my neighbors, who have also called this place home for decades, I find this decision disappointing and profoundly distressing.

The City Council must reconsider this decision and prioritize the voices and concerns of residents over corporate profit. We, the people and long-standing residents, deserve to live in a safe, healthy, and peaceful environment free from the detrimental effects of such industrial activities.

I would like you to seriously consider our concerns and revoke the decision to transfer the zoning authority just to approve the construction of the sandpit. Let us work together towards a future that respects the environment and the well-being of the residents of this community.

Thank you for your attention to this matter. I look forward to hearing back from you and hope for a positive resolution that reflects the community's best interests.

Sincerely,

Darren Lynn Cooper

[cdarren311@email.phoenix.edu](mailto:cdarren311@email.phoenix.edu)

(316) 305-8937

**Ryan Shrack**

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**From:** DARREN COOPER <cdarren311@phoenixedu.onmicrosoft.com>  
**Sent:** Saturday, December 9, 2023 10:05 AM  
**To:** Ryan Shrack  
**Subject:** Re: Protest Against the Proposed Sandpit Construction

**Appeal for Adoption of Community Concerns Regarding the Protest Against the Proposed Sandpit Construction**

**Esteemed Members of the City Council of Valley Center,**

**Dear Ryan Shrack,**

I hope you're doing well. I am just contacting you again to bring additional significant viewpoints from our community regarding the proposed sandpit project to your attention. These letters contain valuable insights that should be thoroughly reviewed and considered during the upcoming discussions at the meeting.

First and foremost, it is crucial to acknowledge that our community consists of hardworking individuals from diverse backgrounds, including welders, truck drivers, and city workers. We are not and should not need to be trained lawyers skilled in effective communication; many have retired after dedicating their lives to laborious work. Our expertise lies in different fields, and we do not possess proficiency in navigating legal complexities.

Our primary concern revolves around the substantial negative impact we anticipate the proposed sandpit will have on property values and our area's overall quality of life. The sand company, which offers a lease agreement to landowners for the sandpit, does not share our commitment to the community. Their focus appears to be solely on maximizing profits, often at the expense of our well-being.

For instance, their attorneys initially attempted to obtain permission through Sedgwick County. When faced with obstacles there, they shifted their efforts to seek approval from the city of Valley Center. This strategic maneuvering demonstrates their intent to manipulate the system for their benefit, prioritizing their interests over those of the residents and the environment. This pattern is concerning, as it suggests that the city council may be favoring corporate profits and wealthy investors over the needs of the community residents.

Given these circumstances, we must unite to oppose this proposal. By joining forces, we can protect our property values, preserve our quality of life, and ensure our collective voice is heard and respected.

**(continued on next page)**

Thank you for your attention to this matter, and I eagerly anticipate the opportunity to work together to safeguard our community.

Best regards,

Darren Lynn Cooper

[cdarren311@email.phoenix.edu](mailto:cdarren311@email.phoenix.edu)

(316) 305-8937

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## Ryan Shrack

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**From:** SHEILA WARREN <swarren26@cox.net>  
**Sent:** Saturday, December 9, 2023 11:12 AM  
**To:** Ryan Shrack  
**Subject:** RE: Proposed special use application

Dear Mr. Shrack,

I strongly oppose the special use application for the purpose of creating a sand mining and rock crushing operation. There is a reason this operation has been denied multiple times by Sedgwick County. It is totally inappropriate to put this type of operation in the middle of an established residential area. The adverse effects on the environment, ground water and quality of life of the current residents far outweigh the benefits to the sand mining company and the city of Valley Center. I hope the Planning and Zoning board members will take the concerns of the residents as well as the recommendations from the Sedgwick County Planning Commission into the decision and deny this special use application.

Thank you for your consideration in this matter,

Sheila Warren

6030 W 85th St N

**Brittney Ortega**

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**From:** Sara Pound <sara.pound@usd262.net>  
**Sent:** Tuesday, December 12, 2023 1:21 PM  
**To:** Brittney Ortega  
**Subject:** Re: [External] P2B CONTACT REQUEST

Thank you, Brittney.

My name is Sara Pound. I am reaching out to the board in concern for the proposed sand pit at 85th & Ridge.

My home is at 8846 N. Ridge. We are just a few hundred feet outside of the 1000 ft radius that was allowed to sign the protest petition. Since my house is ineligible to sign the petition, I am reaching out to you directly to express my opposition to the proposed sand pit.

Our neighborhood is not part of the city limits of Valley Center leaving us unable to have a voice in many of the decisions of the city, yet we pay taxes to support those decisions. So it feels as though the city sees us as money-makers as opposed to people who just want to be taken into consideration when huge decisions directly affect our health, finances and quality of life.

**List of Concerns:**

- 1. Water.** My home and all homes near the proposed location use groundwater wells for our water. We do not have access to city water. The sandpit will expose our water to possible contaminants from the rock crushing facility. We don't have access to a water treatment facility to remove those from our water. We would have no choice but to consume contaminants. Legal action in a north Wichita neighborhood over contaminated groundwater from a chemical spill 30+ years ago is being taken due to elevated incidences of liver cancer in that area. The risk to health is not always immediate. Years of being exposed to contaminants and toxins can cause serious health issues years down the road as evidenced in that Wichita neighborhood. Please take into consideration the possible long-term health effects of the sandpit on our water.
- 2. Water Continued.** Will the sandpit have a drastic effect on the amount of ground water available to us? Will the sandpit drain dramatically lower the aquifer leaving less water for the homes surrounding the land?
- 3. Air quality.** Sandpits and rock crushers will put dust into the air. Kansas is a windy place. The wind will blow sand and rock dust not just over the 1000 ft radius, but east over the city of Valley Center as well. Dust in the air can cause respiratory problems as well damage to homes and cars. Again, similar to the water concerns. Please consider the health repercussions of building a sandpit for those who live near and in the city of Valley Center.
- 4. Noise pollution.** According to the Valley Center Municipal Code 9.42.020 J: "Noise pollution" means the presence of noise, whether from a single source or from multiple sources, the intensity, loudness or character of which is, or may be predicted with reasonable certainty to be, injurious to human health or which unreasonably interferes with the quiet enjoyment of property or with any lawful business or activity. Noise at sound pressure levels exceeding those permitted in any zone pursuant to this chapter are conclusively presumed to constitute noise pollution."

A facility that is mining raw materials and crushing rock with heavy machinery will create a lot of noise. The noise will cause disruptions in the "quiet enjoyment" of our properties. Will this ordinance be imposed on this facility?

(continued on next page)

5. **Traffic.** Heavy trucks and machinery will put a lot of wear and tear on our roads. Roads that Valley Center doesn't even have the legal ability to repair. The county turned down this sandpit once. Road repair was one of the many reasons they turned this pit down. The county clearly doesn't want to use their resources to repair the damage to the roads due to this sandpit.

The quality of the roads will make them difficult to drive on. School buses will be forced to share the roads with heavy trucks and traverse over the damaged roads from the sandpit endangering lives.

The intersection of 85th & Ridge is a dangerous intersection now as it is. Adding the sandpit with heavy machinery and truck will not make the intersection any safer. Accidents will happen and lives could be lost.

6. **Jobs.** Will this facility even bring jobs to the city? Most of these places only have 8-12 people on staff at most. That's not exactly a major employer for the community. The number of jobs doesn't outweigh the health and environmental damage the sandpit poses.

7. **Rock Origin/Storage.** What type of rock will be crushed here? Is the rock local? Is it being brought in from other geographic locations with different mineral makeup? What contaminants could be in the dust produced? How will this crushed rock be stored until it is moved elsewhere?

8. **Future Homes.** Why can't homes be placed on the property now? Why must a sandpit precede a potential housing development in 20-30 years? We understand Valley Center is limited in the direction it can expand. Housing development is a sign a community is growing and desirable. So what is the reason houses can't be built now and expand our community sooner rather than 20 years from now?

9. **Home values.** How will the proposed sandpit affect our property values? Will I take a financial loss if I chose to sell my home due to the placement of a sandpit?

The work the Planning & Zoning Board does is important and appreciated by residents of Valley Center as well as those of us who live outside the city limits. We are fortunate to have two board members who also live outside the limits, Dalton Wilson and Scot Phillips. I urge you all to put yourself in the shoes of those whose health & lives will be dramatically affected by this proposed sandpit. Mr. Wilson and Mr. Phillips, you represent those of us outside the limits. Please take the voices of those residents into consideration when making your decision about the proposed sandpit at 85th and Ridge.

Please feel free to contact me.

Thank You,

Sara Pound  
8846 N. Ridge Road  
Valley Center, KS 67147  
316-259-6560

December 18, 2023

We are reaching out to you to ask for information and consideration in the upcoming special use application for a sand pit and rock-crushing operation at 85<sup>th</sup> N. and Ridge Road. We do not claim to be experts in this area, nor do we have time to become Erin Brockovich since this issue seems to be moving extremely fast. My hope is that the Planning and Zoning Board will complete its due diligence and make a responsible decision that protects both our natural resources and our residents. Some of the questions that should be answered prior to coming to an informed decision on this matter are listed below.

1. Are water rights the bribe from the owners to get this sand pit passed?
2. Why does the city need owners of this one piece of farmland to allow water rights, can't we access water another way?
3. Why did Sedgwick County deny this same request?
4. What information would make this request ok for Valley Center but not Sedgwick County?
5. Would the City of Valley Center monitor and be held responsible for the nearby existing residents air, water & noise pollution issues caused by the allowance of this gravel pit?
6. What would be the short term & long-term effects on the aquifer and the availability of water?
7. Did you consult with the appropriate government agencies such as EPA, KDHE, Equus Beds Groundwater Management, Kansas Department of Agriculture, The Kansas State Conservation Commission (SCC) or others for expert advice or notification?
8. Currently there are no streetlights on Ridge Road, no turning lanes, no shoulders, and deep ditches that flood easily. We were told that Sedgwick County would be responsible for maintaining Ridge Road because this is an island annexation. Can you verify this information?
9. Are there set times the operation would be allowed to operate for noise control?
10. Is there a limit to how many sand/gravel pits can be in one area?

Our concerns are for our health, the health of the Equus Bed for the future, the safety of those living and driving this area and the decreased value of the property we've worked on for almost 40 years. This process has been very confusing and not transparent as noted even by Sedgwick County Commissioner, quoted from The Ark Valley News 9-15-23, "During the county's hearing, Sedgwick County Commissioner David Dennis asked Valley Center City Administrator Brent Clark how the land would be used. Clark said the intended use is residential."

"I have suspicions," Dennis said. "I have concerns."

We also have concerns. At the Dec 5<sup>th</sup> City Hall meeting, the mayor kept stating the city is interested in the property for potential water rights in the future. If the intended use is residential then build homes and deliver city services. The intended use stated was not to have a sand pit and rock-crushing operation raping the land for decades, poisoning existing residents and stealing property values from everyone that has lived in this area for years. There are already several sand pits in our area, none of which were here when we bought this property. None of them were put this close to so many existing homes. The lights from the 77<sup>th</sup> and Tyler sand pit already glare into my yard from the Southwest. I fight the dump Trucks turning from Ridge onto 77<sup>th</sup> West. We do not believe Ridge Road can handle more trucks and the residents that live here should not have to endure the magnitude of over three hundred acres of a rock-crushing operation and all the many dangers that come with that. Please do the right thing and protect this land, the water beneath it and the residents that already live here.

Rhonda Allen  
 7503 W. 85<sup>th</sup> N.  
 Valley Center, Ks. 67147  
 316-619-5801

My name is Rebecca Spivey and I live at 8050 N 63<sup>rd</sup> St W. Just to give you an idea where my house is situated, my property backs up against the big ditch and the field is right in front of my house. I am writing and talking to all of you today to please reconsider not passing the special use application. As you can see from the past meetings everybody that lives around the area DOES not support this application.

My question to you all is why are you considering this? I see that five of you live in town, and two live out of town within three miles of the city's boundaries. This will not affect where you live, but can you please tell me why you want it to affect where I live? For, the two that live out of town, do you have city water or rely on a well? (If they rely on a well – ask them to imagine if they would like to have to worry about water contamination or the water levels dropping/disappearing.)

Now, I will tell you a little about myself. I have lived at this address since I was three years old. My parents moved to the country to give my brother and I a good quiet country life. We got that, I went to school in Valley Center and graduated from Valley Center. So, I have lived in Valley Center most of my life. I hope to build a house out here on the property one day. Why do I want to build a house you may be asking yourself. Because the neighbors are nice and help in any way they can when someone needs help. I want to live out in the country because it is quiet, and you are not stacked up house upon house as you can be in the city. I like being able to look in almost any direction and not see a house next to mine. I like being able to look in my backyard and not be looking in somebody else's house. My neighbors moved out here with the same ideas. They moved out here also for the peace and quiet, which I have enjoyed almost my whole life. If you move forward with passing the special use application, my plans are being dashed.

My heart is heavy with concern. The health risks are substantial. This site is rich in silica sand, which significantly raises the chances of respiratory problems, ranging from asthma to the life-threatening condition known as silicosis. Personally, I bear the burden of SVT (Supraventricular tachycardia), a heart condition that brings on episodes of an abnormally rapid heartbeat and leaves me struggling to breathe, as if an invisible weight presses upon my chest. Now, the thought of additional health concerns burdens me greatly. In our Kansas setting, the ever-present wind will carry the sand particles far and wide.

The traffic on Ridge Road has already become a nuisance over the past few years. This road, with its narrow two lanes and lacking shoulders, serves as a primary route for both Sedgwick County and Harvey County residents. It's a direct pathway into Sedgwick and Newton. In the event of an accident, how will traffic maneuver around the obstacle? How will first responders promptly reach the scene? Let me provide some examples of near-accidents:

Back in June, at the junction of Ridge Road and 77th Street, a dump truck took a corner too sharply and nearly toppled into the ditch. Back in October as I was heading to work behind another person from 77th Street, we encountered a dangerous situation. The lead vehicle, a large truck with an enclosed trailer, had a truck from Northridge Sand turn onto the road directly in front of them, a mere 50 feet away. If they had not managed to stop in time, a significant accident would have occurred on Ridge Road. It's worth noting that there was no traffic behind us, and the truck could have easily waited for us to pass. This was not the first time such an incident happened to me – it also occurred back in June as well. On that day, as I was commuting to work, a truck from Northridge Sand once again turned in front of me with nobody behind me, this time within 20 to 30 feet of their entrance.

The matter of drainage is equally worrisome. There are no ditches on 63rd Street, and only one side of 77th Street leading to 63rd Street has a ditch. The other side has never had one. The ditch on one side of 77th Street used to be as substantial as the ones on Ridge Road, but it has been eroded over the years due

(continued on next page)

to farming. The ditch has become almost nonexistent, with the land now level with the road in many areas. Will this be addressed to mitigate flood concerns? As for the berms they propose to construct around the property, will there be a plan to manage the water runoff from these berms, or will it be left to accumulate? 63rd Street is prone to flooding, so will there be measures to address this issue?

## Ryan Shrack

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**From:** Larry Allen <lsallen65@gmail.com>  
**Sent:** Thursday, December 21, 2023 2:13 PM  
**To:** Ryan Shrack  
**Subject:** Proposed sand pit

I am writing to voice my protest of the special use application for the property at 85th and Ridge Road.

The simple fact that the subject was denied by Sedgwick Count should provide a form of caution for the city of Valley Center.

My concerns are probably the same as everyone elses in the area,

Noise,

Added large truck traffic,

Dust,

The added possibilities of ground water contamination and excess evaporation,

The devaluation of the surrounding properties,

The sheer size of the project as well as the duration will create an eye sore that will last a lifetime.

The speed in which this proposal is being pushed through the city makes it appears as there have been a lot of secret non transparent underlying deals being made at the citizens of the community's expense by City Hall.

Larry S Allen  
7503 w 85th St N,  
Valley Center KS  
316-619-1386

Jerry D. Hawkins  
401 N. Fiddlers Creek St.  
Valley Center, KS 67147

TO: Members of the Planning Commission

RE: Special Use Permit Application for Sand Pit if/when made.

DATE: 12.11.2023

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I've been resident of Valley Center for 26 years and I live miles away from the area. Though I am a lawyer I do not represent anyone in this dispute.

I attended both city council meetings on the application for zone change. I understood one point being made was the sand pit proposed by the applicant, if allowed, could *possibly* lead to the city getting water rights, and if so this *could* be a benefit to the city (which in turn could benefit residents).

I believe a water rights incentive to be a relevant consideration. Valley Center Zoning Ordinance – Section 17.11.01H(H) lists 17 factors as review criteria. Factor 17 says “By comparison, does the [1] **relative gain to the public health, safety and general welfare outweigh** [2] the loss in value<sup>1</sup> or the hardship imposed upon the applicant by not approving the request?” There is no shame in weighing the relative gain of getting water rights to the general public welfare – that’s what the regulation says. You put 1 and 2 on each side of a scale and weigh them.

What **weight** should the incentive of [possible] water rights to the city be given as you consider the applicant's requested special use permit? Here are some questions you might ask:

- **Applicant's commitment:** What has the applicant committed to offer to the city? Is it at some additional cost to be paid by the city to the applicant/owner, if so, what? Are there any significant contingencies? Is it in writing?
- **Precedent:** Is there an example of another city that has used and benefitted from water from one of the other sand pit areas along the Arkansas river?
- **Economic value:** Has the value of the water rights being offered as an incentive been appraised? If so, what has the appraiser said the value to be? Could the city sell the rights if, hypothetically, years later it decided it could not use or did not need the water rights?
- **Water quantity and quality:** How much estimated water would be available in the sand pit area? What is the quality of the water in terms of potability and need for treatment?
- **Legal and regulatory aspects:** What are the legal frameworks governing water rights in this area? Does the applicant have good title to the water rights offered? Does its proximity to the Arkansas river present legal concerns? Are there any existing claims or disputes over water rights in this area?
- **Usage, Need: & Sustainability:** What is the current and projected water demand in the city? Are current sources sustainable? Is extraction in this area sustainable in the long term? How would access to water from the sand pit address future needs?
- **Infrastructure and accessibility:** What infrastructure would be required to transport water from the sand pit to the city? Are there geographical or logistical challenges?

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<sup>1</sup> I've wondered whose loss in value this refers to. Is it the applicant's loss in value if the application is denied (as the rest of that clause seems to support)? Or is it the loss in value to the neighboring lands?

- **Economic Considerations:** What are the costs associated with obtaining and maintaining water rights? How does the cost of extracting and treating water from the sand pit compare to other water sources?
- **Environmental Impact:** What environmental impact studies would be required before the city could start extracting water?
- **Other Questions:** Put yourself in the position of a future Valley Center leader wanting to start using the benefit of the water rights offered as an incentive. What questions would you, as a future city leader, wish that someone had asked at this hearing?

I recognize the City Attorney and/or city staff may only be able to answer so much of this at this time. A taxpayer-funded analysis may come later, maybe much later, to effectively manage the City's time and resources. I also recognize the applicant may not have an answer to these (or similar) questions; but, in my opinion the applicant does so at its own risk because the applicant is the one offering the incentive that the applicant forecasts will be beneficial to the city. Our own Zoning Ordinances operate as leverage to encourage the applicant requesting a special use permit to investigate, within reason, any claimed "relative gain to... the general welfare" under factor 17.

Bottom line: I think it is fair for you to ask questions and get the best answers the applicant or anyone else has to offer as of the time of the public hearing from the podium before deciding how much **weight** to give the possibility of water rights when you put it on the "scale" of factor 17. If it has substantial weight at this juncture, the answers to these or similar questions will support it.



## Adjacent Sand Pit Property Values Analysis

<b>Property Address/Tax Class</b>	7759 N. Tyler Rd., Valley Center, KS 67147/Farm Homesite
<b>Distance to Sand Pit Property</b>	76 feet
<b>2014 Appraised Property Value</b>	\$141,330
<b>2023 Appraised Property Value</b>	\$169,870
<b>Change in Valuation</b>	<b>+\$28,540 (+17%)</b>

<b>Property Address/Tax Class</b>	5256 N. Hoover Rd., Wichita, KS 67205/Residential
<b>Distance to Sand Pit Property</b>	65 feet
<b>2014 Appraised Property Value</b>	\$80,500
<b>2023 Appraised Property Value</b>	\$121,800
<b>Change in Valuation</b>	<b>+\$41,300 (+34%)</b>

<b>Property Address/Tax Class</b>	6415 W. 53 <sup>rd</sup> St., Wichita, KS 67205/Residential
<b>Distance to Sand Pit Property</b>	0 feet
<b>2014 Appraised Property Value</b>	\$171,000
<b>2023 Appraised Property Value</b>	\$226,900
<b>Change in Valuation</b>	<b>+\$55,900 (+25%)</b>

<b>Property Address/Tax Class</b>	7500 W. Hidden Acres St., Maize, KS 67101/Residential
<b>Distance to Sand Pit Property</b>	0 feet
<b>2014 Appraised Property Value</b>	\$529,860
<b>2023 Appraised Property Value</b>	\$967,600
<b>Change in Valuation</b>	<b>+\$437,740 (+45%)</b>

<b>Property Address/Tax Class</b>	6017 N. Ridge Rd., Maize, KS 67101/Farm Homesite
<b>Distance to Sand Pit Property</b>	0 feet
<b>2014 Appraised Property Value</b>	\$70,310
<b>2023 Appraised Property Value</b>	\$83,170
<b>Change in Valuation</b>	<b>+\$12,860 (+15%)</b>

<b>Property Address/Tax Class</b>	6049 N. Ridge Rd., Maize, KS 67101/Farm Homesite
<b>Distance to Sand Pit Property</b>	0 feet
<b>2014 Appraised Property Value</b>	\$105,610
<b>2023 Appraised Property Value</b>	\$141,950
<b>Change in Valuation</b>	<b>+\$36,340 (+26%)</b>

<b>Property Address/Tax Class</b>	7535 W. 61 <sup>st</sup> St. N., Maize, KS 67101/Residential
<b>Distance to Sand Pit Property</b>	0 feet
<b>2014 Appraised Property Value</b>	\$11,300
<b>2023 Appraised Property Value</b>	\$573,180
<b>Change in Valuation</b>	<b>+\$561,880 (+98%)<sup>1</sup></b>

<sup>1</sup> A single-family house was constructed on this property in 2017-2018.

## Maps of Adjacent Sand Pit Properties

- Sand pit properties are outlined/highlighted in red
- Adjacent residential properties are outlined in black
- Aerial screenshots generated on Sedgwick County GIS map (2021 aerial data)









## Ridge Road Traffic and Accident Data Report

### **Ridge Road Traffic and Accident Data (between 85<sup>th</sup> Street and 77<sup>th</sup> Street)**

- Average Daily Traffic Count (2022): 3,862
  - Proposed Sand Pit Daily Truck Traffic between 150-200
    - At 150, increase of 3.8% in daily traffic count
    - At 200, increase of 5% in daily traffic count
- Traffic Accident Data:
  - 2020: 3
  - 2021: 1
  - 2022: 5

### **Ridge Road Traffic and Accident Data (between 53<sup>rd</sup> Street and 77<sup>th</sup> Street)**

- Average Daily Traffic Count (2022): 4,209
  - Proposed Sand Pit Daily Truck Traffic between 150-200
    - At 150, increase of 3.5% in daily traffic count
    - At 200, increase of 4.7% in daily traffic count
- Traffic Accident Data:
  - 2023: 7



October 30, 2023

Ryan Shrack  
 Community Development  
 545 W Clay St  
 Valley Center, Kansas 67147

**RE: Special Use for Central Sand Company at east side of Ridge Road between 77<sup>th</sup> and 85<sup>th</sup> St N.**

Dear Mr. Shrack:

On behalf of our client, Central Sand Company, LLC, our office is providing additional information required in the Valley Center Zoning Ordinance regarding our special use application.

The subject property is currently under the process of being zoned “A-1” Agricultural District with a special use.

The Valley Center Zoning Ordinance sets out five conditions to be met before a special use for commercial development of natural resources and extraction of raw materials can be granted per Section 17.04.02(B)(6)(a-e). The following section outlines those conditions and each of our justifications for this request.

- a) A plan showing the boundary of the entire tract, vehicular access routes and surfacing, prevailing wind directions, existing and proposed street right of way, easements, water bodies, mining area and proposed fencing.*

A site plan is attached for viewing of prevailing wind directions, the planned vehicular access routes, existing and proposed street right of way, easements, water bodies, mining area, and proposed fencing/screening.

- b) A general plan of operation, including blasting hours, removal plan and hours of operation.*

The operation of sand extraction will take approximately 15 years per phase to complete. The total estimated depth of the sand pit is typically 35’ to 50’, if available. There will be an average of 6-8 employees on site during operation. The site plan delineates our

proposed access point and interior vehicular access route. The operation will use a water truck as necessary for dust mitigation of vehicular access route and to be used whenever necessary to prevent dust from traveling off-site.

During that time, portions of the subject tract, as depicted in the site plan, will be processed through the removal of topsoil to get to the water table followed by the extraction of the sand beneath. (This will be done in 5-to-20-acre subsections). The hours of operation for the extraction are as follows:

Trucking: 7AM-6PM

Dredging: 6AM-sunset

Rock Crushing: 7AM to 6PM.

The anticipated truck traffic will consist of 150 to 200 trucks daily dependent upon season and economy. Supply and demand will play a significant role in the number of trucks that are serviced by the site.

At various points in a year (approximately 6 to 8 times per year), a rock crusher will be brought on-site. The rock crusher will be on-site for 1 week at a time and will be used to crush rocks brought from off-site locations for recycling purposes. This will not typically add to the truck traffic as the materials that are brought on-site are done so by trucks that are awaiting a load of sand.

Per MSHA requirements, the sound levels are to remain below 85 decibels. An annual test is performed by MSHA to ensure that the decibel level remain under 85 decibels.

Once the mining operation is complete and all extraction material is removed, the site will be developed into a residential neighborhood for the Valley Center Community.

- c) *A plan showing the finished topography of the restored areas including grades and slopes.*

A site plan is attached showing that the subject property will be a self-contained site with on-site water remaining on the property and off-site water to be diverted through the existing roadside ditches preventing any ground water or run-off contamination off-site.

- d) *A general timing for restoring the various excavation pits and overburden for a continuing use.*

The subsections of the full subject property that will be extracted (5–20-acre areas) will be restored at the end of full extraction of said subsections. These open areas, once completely dredged, will be seeded on the permanent side bank for erosion protection along with any disturbed areas adjacent to dredged areas.

This process will be completed following all local, state, and federal regulations. Specifically, those set forth by the U.S. Department of Labor through the Mine Safety and Health Administration (MSHA) and the Federal Mine Safety and Health Act of 1977.

- e) *Amount and type of planting to be done on the restored area or other approved restoration uses or methods.*

As previously stated, each completed area will be seeded with natural grasses and topsoil (when necessary) to ensure bank stabilization and restoration of disturbed areas. All seeding and restoration will be completed to industry standards.

If you have any questions about this special use, please contact our office at 262-7271.

Sincerely,  
**Baughman Company, P.A.**



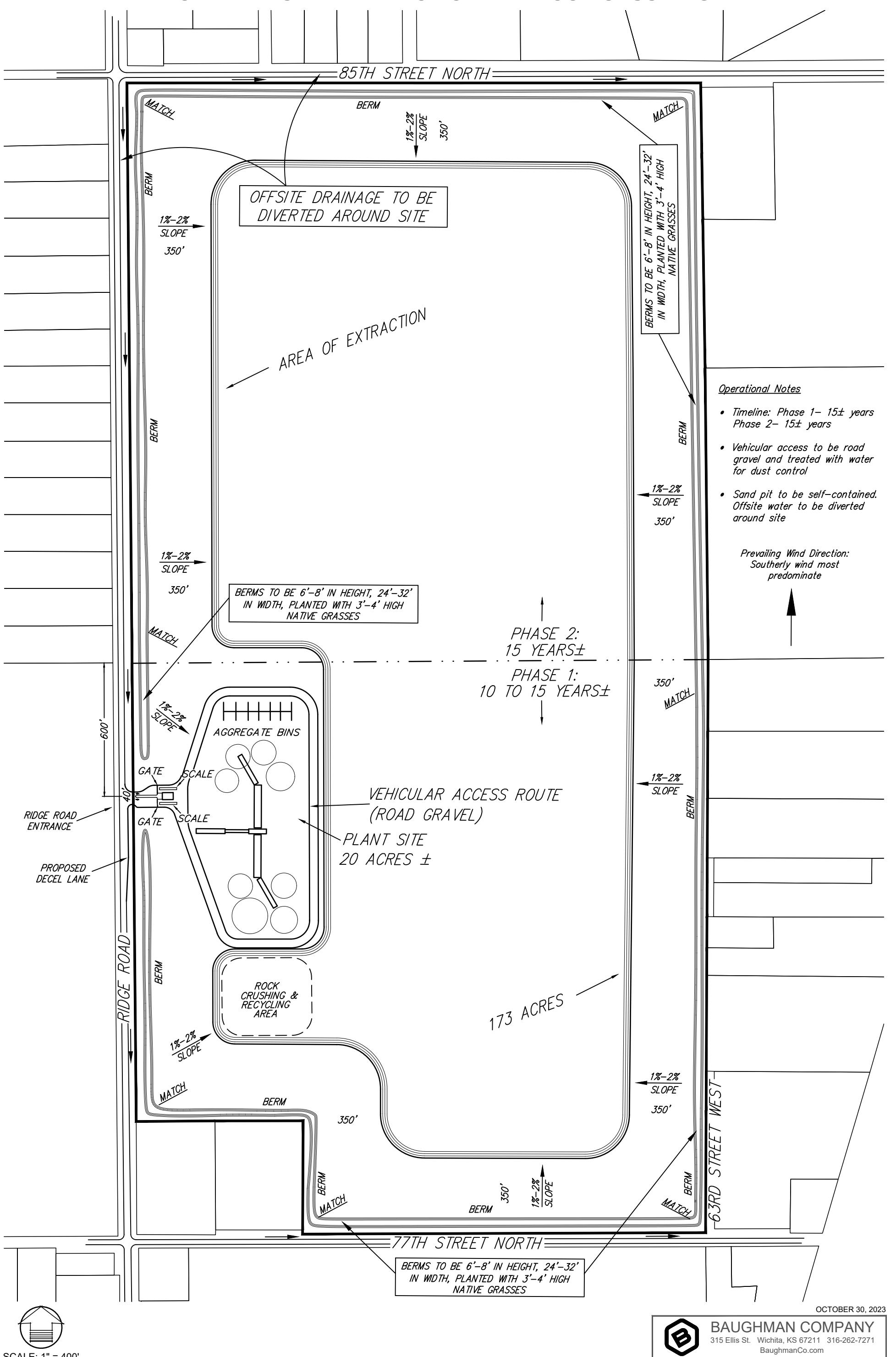
Philip J Meyer, L.A.  
Vice-President

CONCEPTUAL

# OVERALL OPERATIONAL SITE PLAN

## CENTRAL SAND EXTRACTION AND ROCK CRUSHING

## CONCEPTUAL



CONCEPTUAL

# PHASE 1 OPERATIONAL SITE PLAN

## CENTRAL SAND EXTRACTION AND ROCK CRUSHING

## CONCEPTUAL

—85TH STREET NORTH—

*OFFSITE DRAINAGE TO BE  
DIVERTED AROUND SITE*

## AGRICULTURAL USE

### Operational Notes

- *Timeline: Phase 1- 15± years  
Phase 2- 15± years*
- *Vehicular access to be road  
gravel and treated with water  
for dust control*
- *Sand pit to be self-contained.  
Offsite water to be diverted  
around site*

*Prevailing Wind Direction:  
Southerly wind most  
predominate*

BERMS TO BE 6'-8" IN HEIGHT, 24'-32' IN WIDTH, PLANTED WITH 3'-4' HIGH NATIVE GRASSES

OCTOBER 30, 2023



**BAUGHMAN COMPANY**  
315 Ellis St. Wichita, KS 67211 316-262-7271

CONCEPTUAL  
**DEVELOPMENT PLAN**  
**NORTH RIDGE ESTATES**

85TH STREET NORTH

173 ACRES

6'-8' TALL BERMS TO REMAIN

RES BOAT RAMP

173 ACRES

6'-8' TALL BERMS TO REMAIN

6'-8' TALL BERMS TO REMAIN

Residential Development Notes

- 280 lots
- 12,600 sq. ft. average lot area
- This development plan depicts one re-development option that can be used. Final development plan may vary, based on industry standards and City of Valley Center regulations at that time.
- Potential municipal water wells may be located somewhere on this property.

RIDGE ROAD

63RD STREET WEST

77TH STREET NORTH



SCALE: 1" = 400'

OCTOBER 30, 2023



BAUGHMAN COMPANY  
315 Ellis St. Wichita, KS 67211 316-262-7271  
BaughmanCo.com

# Central Sand Company-Ridge Road from 77<sup>th</sup> to 85<sup>th</sup> St N Mineral Extraction

# Screening 6'-8' Berm with Native Grasses



# Sand Extractor



# Operational Site Photos



# Continued



# Continued

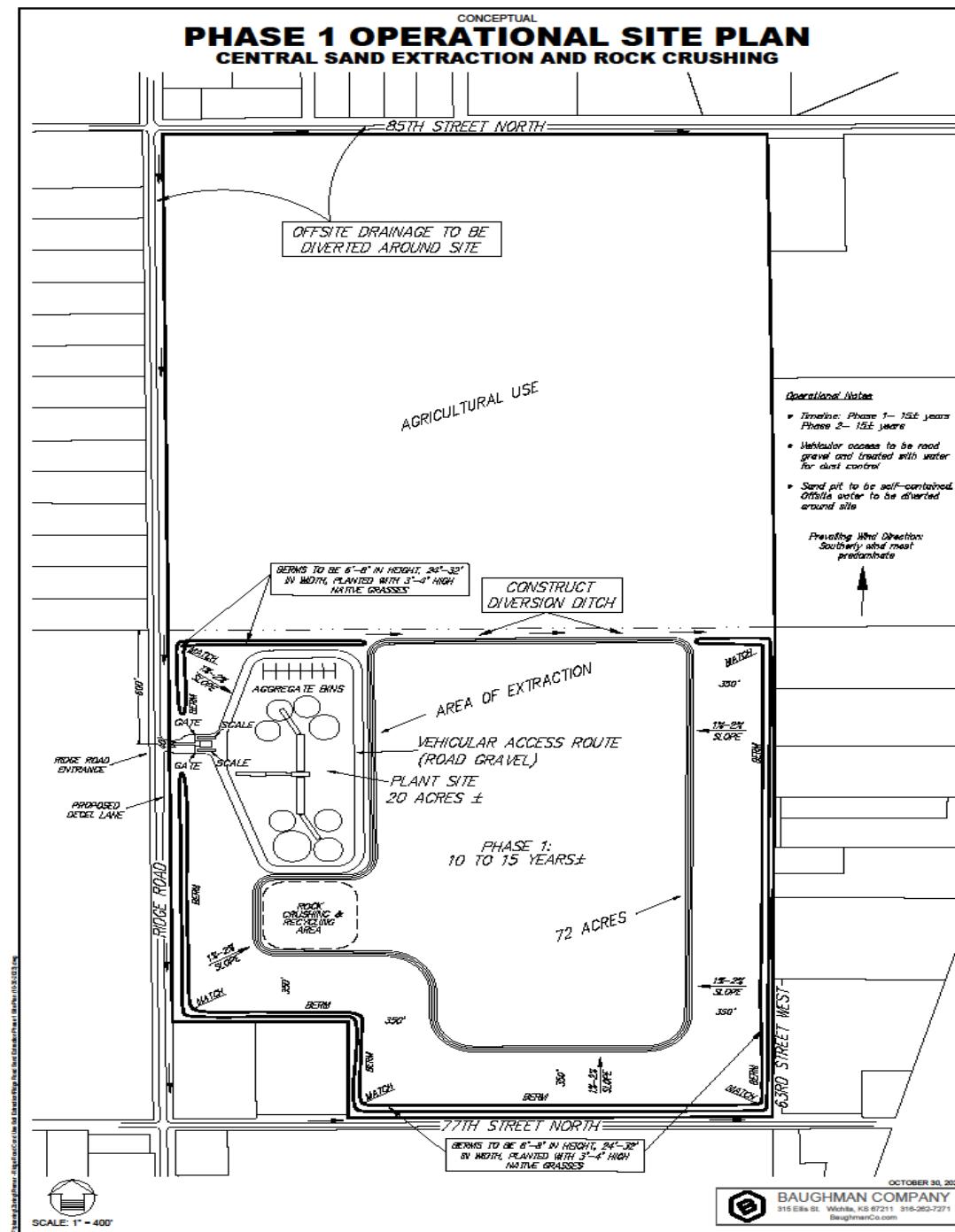


# Rock Crusher used for recycling

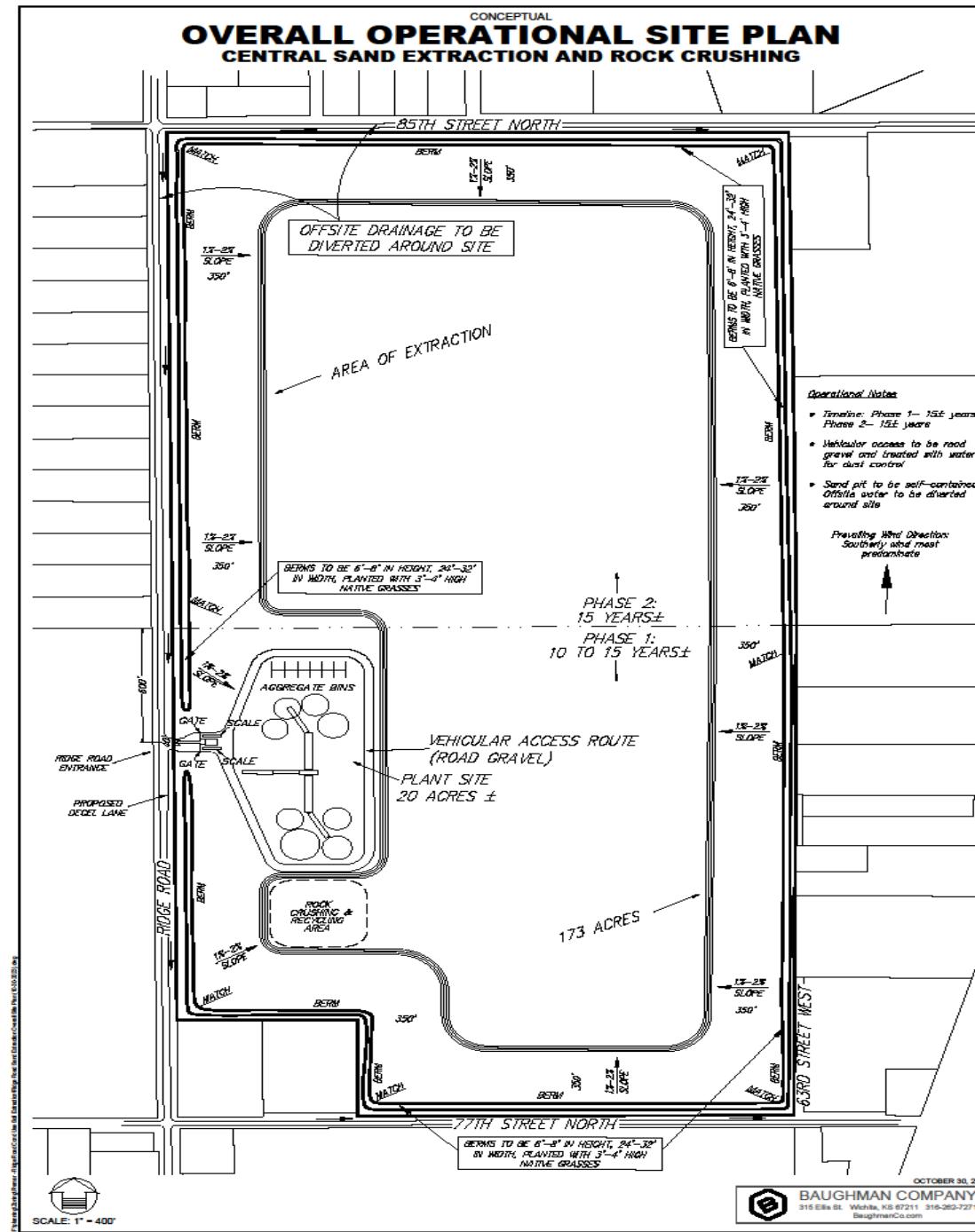


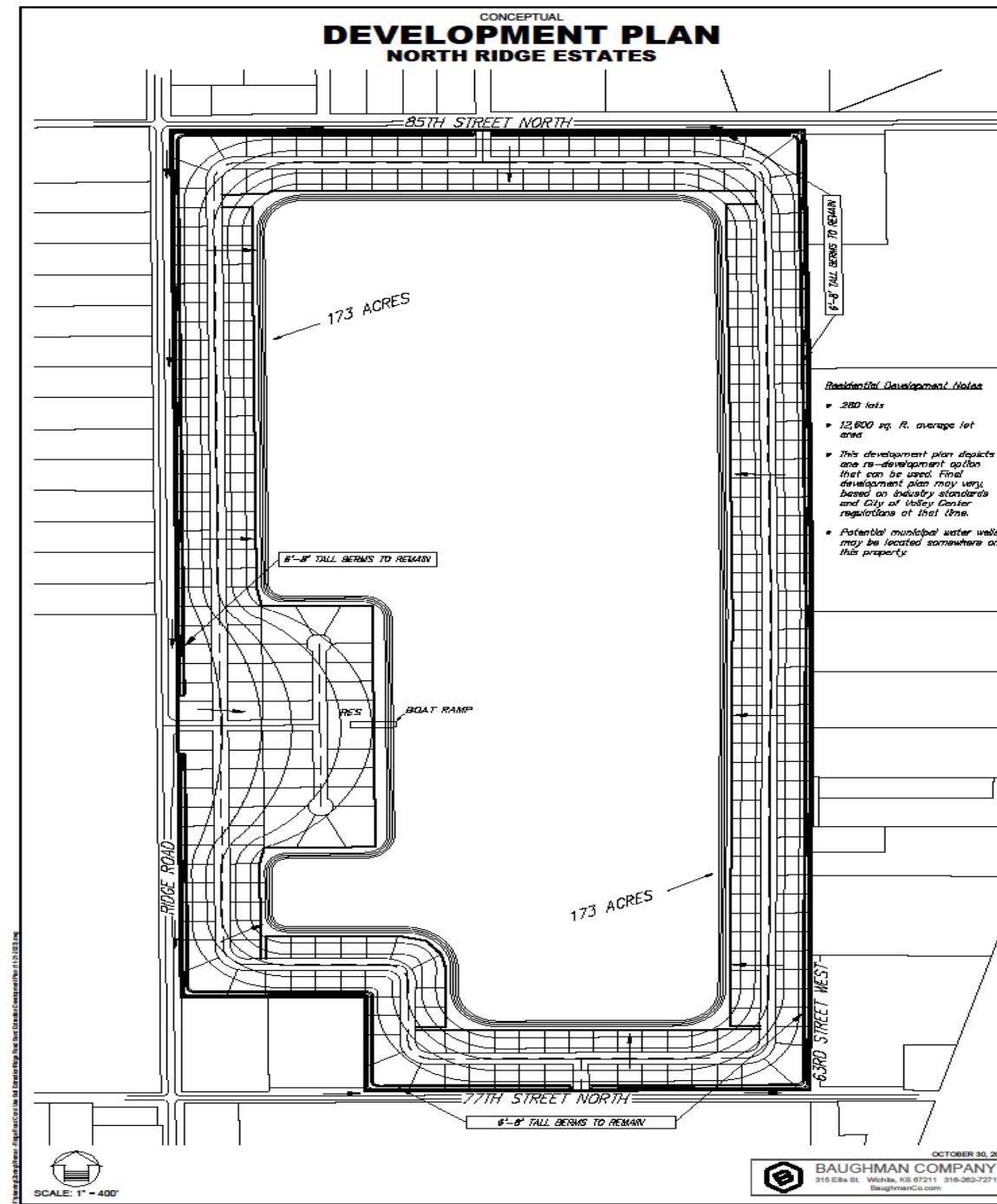
# Progress of Sand Extraction over 15 years





**CONCEPTUAL**  
**OVERALL OPERATIONAL SITE PLAN**  
**CENTRAL SAND EXTRACTION AND ROCK CRUSHING**





# 6'-8' Berms to obstruct view





**ORDINANCE NO. 1401-24**

**AN ORDINANCE APPROVING A SPECIAL USE TO ESTABLISH A MINERAL  
EXTRACTION OPERATION ON PROPERTY LOCATED IN THE CITY OF  
VALLEY CENTER, KANSAS, UNDER THE AUTHORITY GRANTED BY THE  
ZONING REGULATIONS OF THE CITY.**

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

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

Legal Description: The West Half of the Northwest Quarter of Section 34, Township 25 South, Range 1 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; TOGETHER with the East Half of the Northwest Quarter of Section 34, Township 25 South, Range 1 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; TOGETHER with the Southwest Quarter of Section 34, Township 25 South, Range 1 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, EXCEPT a tract described as beginning at the Southwest corner of the Southwest Quarter of said Section; thence East 800 feet; thence North 545 feet; thence West 800 feet to the West line of Section 34; thence South 545 feet to the point of beginning.

Legal Address: Currently unaddressed, but located southeast of the intersection of 85<sup>th</sup> Street and Ridge Road, Valley Center, KS 67147

**SECTION 2.** This ordinance shall take effect and be in force from and after its passage, approval, and publication once in the official city newspaper.

**PASSED** by the Governing Body and signed by the Mayor of the City of Valley Center, Kansas, on this 16<sup>th</sup> day of January, 2024.

First Reading:	January 2, 2024
Second Reading:	January 16, 2024

(SEAL)

/s/ \_\_\_\_\_  
Jet Truman, Mayor

ATTEST:

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

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

**D. ORDINANCE 1401-24; SPECIAL USE S.E. OF 85<sup>TH</sup> RD AND RIDGE ROAD:**

Should Council choose to proceed

**RECOMMENDED ACTION**

**Based on approval granted by the Planning and Zoning Board, City staff recommend motion to adopt Ordinance 1401-24; special use for property located southeast of 85<sup>th</sup> St. and Ridge Road for 1<sup>st</sup>. reading.**

## **CONSENT AGENDA**

- A. APPROPRIATION ORDINANCE – JANUARY 2, 2024**
- B. SEDGWICK COUNTY AGREEMENT FOR SENIOR CENTER**

### **RECOMMENDED ACTION:**

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

## **CONSENT AGENDA**

## **A. APPROPRIATION ORDINANCE:**

Below is the proposed Appropriation Ordinance for January 2, 2024, as prepared by City Staff.

## January 2, 2024, Appropriation

**Total** \$ 447,321.90

VENDOR SET: 02 City of Valley Center  
 BANK: APBK INTRUST CHECKING  
 DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	DATE	AMOUNT	DISCOUNT	CHECK	CHECK	CHECK
						NO	STATUS	AMOUNT
0032	AFLAC							
	I-AF 202311281088	SUPPLEMENTAL INSURANCE	R 12/15/2023	99.71		056107		
	I-AF 202312121149	SUPPLEMENTAL INSURANCE	R 12/15/2023	99.71		056107		
	I-AFC202311281088	SUPPLEMENTAL INSURANCE	R 12/15/2023	51.89		056107		
	I-AFC202312121149	SUPPLEMENTAL INSURANCE	R 12/15/2023	51.89		056107		
	I-AFD202311281088	SUPPLEMENTAL INSURANCE	R 12/15/2023	55.77		056107		
	I-AFD202312121149	SUPPLEMENTAL INSURANCE	R 12/15/2023	55.77		056107		
	I-AFL202311281088	SUPPLEMENTAL LIFE INSURANCE	R 12/15/2023	60.10		056107		
	I-AFL202312121149	SUPPLEMENTAL LIFE INSURANCE	R 12/15/2023	60.10		056107		
	I-AFO202311281088	SUPPLEMENTAL INSURANCE	R 12/15/2023	45.89		056107		
	I-AFO202312121149	SUPPLEMENTAL INSURANCE	R 12/15/2023	45.90		056107		626.73
0445	DELTA DENTAL OF KANSAS, INC.							
	I-DDS202311281088	DENTAL INSURANCE	R 12/15/2023	138.32		056108		
	I-DDS202312121149	DENTAL INSURANCE	R 12/15/2023	138.32		056108		
	I-DEC202311281088	DENTAL INSURANCE	R 12/15/2023	270.00		056108		
	I-DEC202312121149	DENTAL INSURANCE	R 12/15/2023	270.00		056108		
	I-DES202311281088	DENTAL INSURANCE	R 12/15/2023	273.84		056108		
	I-DES202312121149	DENTAL INSURANCE	R 12/15/2023	273.84		056108		
	I-DFM202311281088	DENTAL INSURANCE	R 12/15/2023	860.70		056108		
	I-DFM202312121149	DENTAL INSURANCE	R 12/15/2023	860.39		056108		3,085.41
0566	SURENCY LIFE AND HEALTH							
	I-VEC202311281088	VISION INSURANCE	R 12/15/2023	7.93		056109		
	I-VEC202312121149	VISION INSURANCE	R 12/15/2023	7.93		056109		
	I-VFM202311281088	VISION INSURANCE	R 12/15/2023	15.41		056109		
	I-VFM202312121149	VISION INSURANCE	R 12/15/2023	15.41		056109		
	I-VMC202311281088	VISION INSURANCE	R 12/15/2023	78.12		056109		
	I-VMC202312121149	VISION INSURANCE	R 12/15/2023	78.12		056109		
	I-VME202311281088	VISION INSURANCE	R 12/15/2023	33.81		056109		
	I-VME202312121149	VISION INSURANCE	R 12/15/2023	33.81		056109		
	I-VMF202311281088	VISION INSURANCE	R 12/15/2023	185.57		056109		
	I-VMF202312121149	VISION INSURANCE	R 12/15/2023	185.57		056109		
	I-VMS202311281088	VISION INSURANCE	R 12/15/2023	60.72		056109		
	I-VMS202312121149	VISION INSURANCE	R 12/15/2023	63.38		056109		765.78
0070	KANSAS DEPT OF REVENUE							
	I-202312121144	KANSAS DEPT OF REVENUE	R 12/15/2023	75.00		056110		75.00
0084	KMIT-KS MUNICIPAL INSURANCE							
	I-202312111136	KMIT-KS MUNICIPAL INSURANCE	R 12/15/2023	71,829.00		056111		71,829.00
0091	MIES CONSTUCTION INC							
	I-202312141153	MIES CONSTUCTION INC	R 12/15/2023	216,722.60		056112		216,722.60

VENDOR SET: 02 City of Valley Center  
 BANK: APBK INTRUST CHECKING  
 DATE RANGE: 0/00/0000 THRU 99/99/9999

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0113	VALLEY PRINT LOGISTICS							
	I-202312121148	VALLEY PRINT LOGISTICS	R 12/15/2023	95.00		056113		95.00
0220	UNDERGROUND VAULTS & STORAGE							
	I-202312121143	UNDERGROUND VAULTS & STORAGE	R 12/15/2023	361.92		056114		361.92
0227	SEDGWICK COUNTY TREASURER							
	I-202312111139	SEDGWICK COUNTY TREASURER	R 12/15/2023	2.19		056115		2.19
0382	LEEKERS FAMILY FOODS							
	I-202312121142	LEEKERS FAMILY FOODS	R 12/15/2023	509.15		056116		509.15
0623	CORE & MAIN							
	I-202312141151	CORE & MAIN	R 12/15/2023	981.54		056117		981.54
0768	MABCD							
	I-202312141152	MABCD	R 12/15/2023	9,779.88		056118		9,779.88
0780	CHENEY DOOR COMPANY							
	I-202312141155	CHENEY DOOR COMPANY	R 12/15/2023	1,634.00		056119		1,634.00
0804	OVERHEAD DOOR COMPANY							
	I-202312121147	OVERHEAD DOOR COMPANY	R 12/15/2023	618.75		056120		618.75
0817	H.M.S. LLC							
	I-202312121145	H.M.S. LLC	R 12/15/2023	129.97		056121		129.97
0824	GALLS, LLC							
	I-202312141150	GALLS, LLC	R 12/15/2023	1,390.93		056122		1,390.93
1062	KANSAS ECONOMIC DEVELOPMENT AL							
	I-202312141158	KANSAS ECONOMIC DEVELOPMENT AL	R 12/15/2023	110.00		056123		110.00
1078	FLEXIBLE BENEFIT SERVICE CORPO							
	I-202312111137	FLEXIBLE BENEFIT SERVICE CORPO	R 12/15/2023	222.75		056124		222.75
1137	WASTE CONNECTIONS OF KANSAS, I							
	I-202312111140	WASTE CONNECTIONS OF KANSAS, I	R 12/15/2023	45,040.45		056125		45,040.45
1278	MERIDIAN STREET GLASS							
	I-202312111138	MERIDIAN STREET GLASS	R 12/15/2023	735.00		056126		735.00
1363	BUILDING CONTROLS & SERVICES,							
	I-202312141157	BUILDING CONTROLS & SERVICES,	R 12/15/2023	4,856.56		056127		4,856.56

VENDOR SET: 02 City of Valley Center  
 BANK: APBK INTRUST CHECKING  
 DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
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1370	AT&T MOBILITY-CC							
	I-202312121146	AT&T MOBILITY-CC	R 12/15/2023	465.55		056128		465.55
0270	INTRUST CARD CENTER							
	I-202312141156	INTRUST CARD CENTER	R 12/22/2023	13,622.00		056130		13,622.00
0014	WICHITA WINWATER WORKS CO.							
	I-202312191163	WICHITA WINWATER WORKS CO.	R 12/22/2023	10,872.40		056131		10,872.40
0059	CITY OF WICHITA							
	I-202312191169	CITY OF WICHITA	R 12/22/2023	4,704.00		056132		4,704.00
0074	KANSAS MUNICIPAL UTILITIES							
	I-202312191165	KANSAS MUNICIPAL UTILITIES	R 12/22/2023	250.00		056133		250.00
0100	GOVERNMENT FINANCE OFFICERS AS							
	I-202312211182	GOVERNMENT FINANCE OFFICERS AS	R 12/22/2023	345.00		056134		345.00
0113	VALLEY PRINT LOGISTICS							
	I-202312201176	VALLEY PRINT LOGISTICS	R 12/22/2023	422.05		056135		422.05
0162	CIVIC PLUS							
	I-202312191173	CIVIC PLUS	R 12/22/2023	3,142.35		056136		3,142.35
0196	P E C (PROFESSIONAL ENGINEERIN							
	I-202312211183	P E C (PROFESSIONAL ENGINEERIN	R 12/22/2023	3,688.95		056137		3,688.95
0204	PITNEY BOWES							
	I-202312191167	PITNEY BOWES	R 12/22/2023	259.36		056138		259.36
0229	SEDGWICK CO. HEALTH DEPT - BIL							
	I-202312191170	SEDGWICK CO. HEALTH DEPT - BIL	R 12/22/2023	990.20		056139		990.20
0249	APAC - KANSAS INC							
	I-202312191164	APAC - KANSAS INC	R 12/22/2023	1,279.25		056140		1,279.25
0299	PITNEY BOWES GLOBAL FINANCIAL							
	I-202312201177	PITNEY BOWES GLOBAL FINANCIAL	R 12/22/2023	144.57		056141		144.57
0578	PHILIP L. WEISER, J.D.							
	I-202312191172	PHILIP L. WEISER, J.D.	R 12/22/2023	450.00		056142		450.00
0623	CORE & MAIN							
	I-202312201179	CORE & MAIN	R 12/22/2023	1,002.12		056143		1,002.12

VENDOR SET: 02 City of Valley Center  
 BANK: APBK INTRUST CHECKING  
 DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
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0784	MERIDIAN ANALYTICAL LABS, LLC							
I-202312211181	MERIDIAN ANALYTICAL LABS, LLC	R	12/22/2023	327.50		056144		327.50
0824	GALLS, LLC							
I-202312191171	GALLS, LLC	R	12/22/2023	300.00		056145		300.00
0848	CERTIFIED LABORATORIES							
I-202312191174	CERTIFIED LABORATORIES	R	12/22/2023	547.73		056146		547.73
1005	ADT US HOLDINGS, INC							
I-202312191175	ADT US HOLDINGS, INC	R	12/22/2023	825.00		056147		825.00
1189	AMERICAN WATER WORKS ASSOCIATI							
I-202312191166	AMERICAN WATER WORKS ASSOCIATI	R	12/22/2023	358.00		056148		358.00
1236	SHORT ELLIOT HENDRICKSON, INC.							
I-202312211185	SHORT ELLIOT HENDRICKSON, INC.	R	12/22/2023	2,961.23		056149		2,961.23
1297	BURNS & MCDONNELL/CAS CONSTRUC							
I-202312211184	BURNS & MCDONNELL/CAS CONSTRUC	R	12/22/2023	40,000.00		056150		40,000.00
1367	911 CUSTOM							
I-202312191168	911 CUSTOM	R	12/22/2023	609.35		056151		609.35
1	KUTZ, BRYAN							
I-000202312211186	US REFUND	R	12/22/2023	100.68		056152		100.68

\* \* T O T A L S \* \*

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	45	447,239.90	0.00	447,239.90
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
	VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 02 BANK: APBK TOTALS:	45	447,239.90	0.00	447,239.90

VENDOR SET: 03 City of Valley Center  
 BANK: APBK INTRUST CHECKING  
 DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
0115	LILIANA GARCIA							
I-202312111141	LILIANA GARCIA	R	12/15/2023	82.00		056129		82.00

\* \* T O T A L S \* \*

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	82.00	0.00	82.00
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:	0	0.00	0.00	0.00
	VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 03	1	82.00	0.00	82.00
BANK: APBK				
TOTALS:	46	447,321.90	0.00	447,321.90
REPORT TOTALS:	46	447,321.90	0.00	447,321.90

## SELECTION CRITERIA

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

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## CHECK SELECTION

CHECK RANGE: 056107 THRU 056152  
DATE RANGE: 0/00/0000 THRU 99/99/9999  
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99  
INCLUDE ALL VOIDS: YES

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## 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. SEDGWICK COUNTY SENIOR CENTER AGREEMENT:**

## AGREEMENT FOR SENIOR CENTERS

by and between:

**SEDGWICK COUNTY, KANSAS**  
and  
**CITY OF VALLEY CENTER**  
**Valley Center Senior Center**

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

WITNESSETH:

**WHEREAS**, County wishes to make available certain senior centers to older adult residents of Sedgwick County; and

**WHEREAS**, County desires to engage Contractor to provide said 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:

### SECTION 1: SCOPE OF SERVICES

**1.1 Purpose and Scope of Work.** Contractor shall provide a senior center to eligible Sedgwick County participants, as those participants are defined herein. The parties agree that time is of the essence in Contractor’s performance of this Agreement.

**1.2 Term.** This Agreement shall be for one (1) year, commencing January 1, 2024, and ending December 15, 2024. Notwithstanding the foregoing, this Agreement may continue on a month-to-month basis for a reasonable time after December 15, 2024, if: (a) both parties agree to continue operating under the terms and provisions of this Agreement while actively negotiating an agreement for FY 2025 and (b) funds are available for the 2025 program year.

### SECTION 2: CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants the following:

- a. Any funds provided for services under this Agreement which are unexpended upon termination of this Agreement will be returned to County.
- b. Its records used in the preparation of all reports are subject to review by County to insure the accuracy and validity of the information reported.
- c. This Agreement will be evaluated by County in terms of obtaining goals and objectives.

- d. It shall provide written notice to the Director of the Sedgwick County Department of Aging & Disabilities if it is unable to provide the required quantity or quality of services.
- e. It shall submit required eligible participant data reports and demographics reports by the 10th day of the month following each calendar quarter. These quarterly reports will include the following:
  - i. Total **unduplicated membership count** (participant must physically come in to the Center to be counted).
  - ii. Total **duplicated participant count** for each *Baseline, Special Event and Educational* activity.
- f. All applicable records will be maintained by Contractor on such forms, as the Director of the Sedgwick County Department of Aging & Disabilities shall designate. Contractors who do not submit required reports in accordance with this paragraph will not be sent payments by the County until they are deemed in compliance with the requirements of this Agreement.
- g. To provide the Sedgwick County Department of Aging & Disabilities a copy of its Organizational Chart. This will be submitted at the beginning of the Contract year. Updated copies will submitted promptly if changes occur during the duration of this Agreement.
- h. To provide the Sedgwick County Department of Aging & Disabilities a list of its Board of Directors, which is to include each member's name, address and phone number. This should be submitted at the beginning of the contract year. Updated copies will submitted promptly if changes occur during the duration of this Agreement.
- i. To provide a smoke free building. In the event that Contractor does not provide a building, which is smoke free in accordance with this paragraph, no payment will be sent by County until Contractor is deemed compliant with the requirements of this paragraph.
- j. Attendance is required at the quarterly Senior Center Summit meetings. Notice of the meeting times and places will be provided by the Sedgwick County Department of Aging & Disabilities.
- k. An eligible participant in this program is:
  - i. a resident of Sedgwick County, Kansas; and
  - ii. fifty-five (55) years of age or older.

### SECTION 3: COMPENSATION AND BILLING

**3.1 Compensation.** Payments made to Contractor pursuant to the terms of this Agreement shall be on a reimbursement basis of:

Salaries	\$18,000.00
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<b>TOTAL</b>	<b>\$18,000.00</b>
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County and Contractor agree that under no circumstances shall the total compensation paid to Contractor under this Agreement exceed EIGHTEEN THOUSAND DOLLARS (\$18,000.00). This reimbursement shall be the sole compensation rendered to Contractor hereunder.

**3.2 Invoicing and Billing.** Contractor agrees that billings and payments under this Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed in Paragraph 3.1, Contractor shall submit billing for services provided to the County by the 10<sup>th</sup> day of each month or on a quarterly basis. Payment to Contractor shall be made within 30 days following receipt of Contractor's billing. Billings submitted after the 10<sup>th</sup> of the month may be rolled over to the next billing cycle. Line item billings must include documentation to be support the invoice request. Payments shall be made to Contractor only for items and services provided to support the contract purpose and if such items are those that are authorized by Paragraph 3.1. The County reserves the right to disallow reimbursement for any item or service billed by Contractor if the County believes that any item or service was not provided to support the contract purpose.

Properly submitted invoices and/or billing statements will be paid within thirty (30) calendar days of receipt by County. All invoices must be submitted on or before December 15, 2024. County will not honor any requests for reimbursement compensation received after this date.

**3.3 Non-Supplanting Existing Funds.** Grant funds made available under County mill levy grants and administered under this Agreement will not be used to supplant existing funds and/or funding sources, but will rather be used to increase the amounts of those other funding sources.

**3.4 Reprogramming of Funds.** In the event the amount of funds County actually receives from the mill levy is less than anticipated, or in the event that no funds are available to County for funding this Agreement, Contractor understands and agrees that County may decrease the total compensation and reimbursement to be paid hereunder, or may suspend or terminate this Agreement without penalty.

#### SECTION 4: CONTRACTOR'S PERSONNEL

**4.1 Qualified Personnel.** Contractor has, or shall secure at its own expense, personnel who are fully qualified in accordance with all applicable state and federal laws to provide the services as described herein. Such personnel shall not be Sedgwick County Department of Aging & Disabilities employees or have any other contractual relationship with the Sedgwick County Department of Aging & Disabilities. All of Contractor's personnel engaged, directly or indirectly, in the provision of services shall meet the requirements of this Agreement, all applicable federal laws, and all applicable laws of the State of Kansas.

**4.2 Minimum Wage.** Contractor shall comply with the minimum wage and maximum hour provisions of the Fair Labor Standards Act (29 U.S.C. § 201 *et seq.*).

**4.3 Employee Conflict of Interest.** Contractor shall establish written safeguards to prevent its employees from using their position with Contractor for a purpose that is, or gives rise to the perception that it is, motivated by a desire for private gain for themselves or others (particularly those with whom they have family, business, or other ties).

Contractor shall submit written notice to County in the event Contractor becomes aware that:

- a. an employee of the Department of Aging & Disabilities is also an employee of Contractor at time this Agreement is executed;
- b. an employee of Contractor seeks additional/alternate employment with the Department of Aging & Disabilities during the term of this Agreement;

- c. an employee of the Department of Aging & Disabilities seeks additional/alternate employment with Contractor during the term of this Agreement.

The Department of Aging & Disabilities shall have the sole discretion to determine what actions need to be taken to resolve the conflict. The Department of Aging & Disabilities may immediately terminate this Agreement without any further liability to Contractor if Contractor fails to adhere to the Department of Aging & Disabilities' decision.

**4.4 Interest of Contractor.** Contractor covenants and warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of program services pursuant to this Agreement.

**4.5 Interest of Public Officials and Others.** No County officer or employee, or any member of its governing body or other public official, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**4.6 Advisory Council Members.** *[reserved]*

**4.7 Gratuities and Favors.** Contractor shall not directly or indirectly offer to any of County's officers, employees, or agents anything having monetary value including, without limitation, gratuities and favors.

**4.8 Participant Safeguards.** Persons convicted of the following types of crimes during the consecutive ten (10) year period immediately preceding execution of this Agreement or, at any time during the pendency of this Agreement, are restricted as follows:

- a. persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, or crime against another person are prohibited from performing services, administering this Agreement, or handling any funds conveyed hereunder;
- b. persons convicted of any crimes of moral turpitude, including without limitation, sex offenses and crimes against children are prohibited from performing services or otherwise interacting in any way with persons served pursuant to this Agreement; and
- c. persons convicted of a serious driving offense, including without limitation, driving under the influence of alcohol or a controlled substance, are prohibited from operating a vehicle in which a person served pursuant to this Agreement is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. §§ 8- 2116 and 8-2118.
- d. The terms "convicted" and "conviction" shall include: (i) convictions from any federal, state, local, military or other court of competent jurisdiction; (ii) nolo contendere ("no contest") pleas; and (iii) being placed into a diversion or deferred judgment program in lieu of prosecution.
- e. Any issues concerning the interpretation of this Section 4.8 or its application to an individual shall be referred to the Director of the Sedgwick County Department of Aging & Disabilities. The Director's decision shall be final for purposes of compliance with this Agreement.

## SECTION 5: RECORDS, REPORTS, INSPECTIONS AND AUDITS

**5.1 Internal Review and Corrective Action.** Internal review and corrective action shall be carried out pursuant to the Department of Aging & Disabilities' Policies and Procedures Manual. An individual who feels that she or he has been treated in an unfair or discriminatory manner by employees, contractors or providers should contact County within sixty (60) days of the occurrence. An incident report will be completed and forwarded to the Director of the Sedgwick County Department of Aging & Disabilities for review. The Director will issue a timely written response to the individual, addressing his or her concern and detailing any actions taken to correct the inappropriate treatment. The decision by the Director is considered to be the final action on the issue. Identities of individuals filing a grievance shall be kept confidential to the extent possible.

**5.2 Notice of Action-Including Notice of Appeal Rights.** To the extent permitted by law, Contractor shall retain the right to appeal any final order or decision rendered at the administrative agency level which adversely affects the Contractor's interests, pursuant to the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions (K.S.A. 77-601 *et seq.*).

**5.3 County Audit.** County may request an audit for all funds received by Contractor from County as part of this Agreement. Any such audit shall be performed in accordance with the provisions of this Agreement. The audit shall cover Contractor's Accounting Information and other financial records which apply to this Agreement only. A copy of the audit requested by County shall be provided to the Department of Aging & Disabilities within twenty (20) days after receipt thereof. The audit may be requested by County at any time throughout the duration of this Agreement.

**5.4 Audits by State or Federal Agencies.** Contractor shall assist County in any audit or review of the program which might be performed by the Kansas Division of Legislative Post Audit or by any other local, state or federal agency by making persons or entities, documents, and copies of documents subject to Contractor's control available for the auditors or their representatives.

**5.5 Documentation of Costs.** All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation (hereinafter collectively referred to as "Expense Information") evidencing in proper detail the nature and propriety of the costs charged to the County.

**5.6 Reports.** During the term of this Agreement, Contractor shall furnish to County, in such form as County may require and upon County's request, such statements, records, reports, data and information pertaining to matters covered by this Agreement.

In addition, Contractor shall use the MySeniorCenter database platform to track membership, attendance, activities, reports, and any other information related to the program requirements of the Sedgwick County Department of Aging & Disabilities as outlined in this Agreement. County shall pay the cost of Contractor's MySeniorCenter database. At County's request, Contractor shall provide County with "administrator" access to Contractor's MySeniorCenter database, and such access shall include membership, attendance, activities, reports, and any other information related to the program requirements of the Sedgwick County Department of Aging & Disabilities as outlined in this Agreement.

Payments to Contractor may be withheld by County if Contractor fails to provide all required reports in a timely, complete and accurate manner. Any payments withheld pursuant to this Section 5.6 shall be submitted to Contractor when all requested reports are furnished to County in an acceptable form. All

records and information used in preparation of reports are subject to review by County to ensure the accuracy and validity of the information reported.

Without limiting the foregoing, Contractor shall report the following information to the Department of Aging & Disabilities on a semi-annual basis no later than the tenth (10<sup>th</sup>) day of July 2024 and January 2025:

- a. an unduplicated count of program customers served; and
- b. such other data necessary to evaluate the program's effectiveness and efficiency.

**5.7 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.

**5.8 Access to Records.** At any time during which records are retained by Contractor pursuant to Section 5.7 herein, Contractor shall make any and all of its records, books, papers, documents and data available to County (or an authorized representative of a State agency with statutory oversight authority) for the purposes of:

- a. assisting in litigation or pending litigation; or
- b. any audits or examinations reasonably deemed necessary by the Department of Aging & Disabilities.

## SECTION 6:SUSPENSION&TERMINATION

**6.1 Suspension of Services.** County may, in its sole discretion, indefinitely suspend Contractor's performance of services pursuant to this Agreement by providing a two (2) day notice to Contractor. Contractor shall resume performance of services within three (3) days after receipt of notice from County.

### 6.2 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.

## SECTION 7:MISCELLANEOUS

**7.1 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.

**7.2 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.

**7.3 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 of Aging & Disabilities  
 Attn: Contract Notification  
 271 West 3<sup>rd</sup> St. North, Suite 500  
 Wichita, Kansas 67202

and

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

**Contractor:** City of Valley Center  
 Attn: City Clerk  
 116 South Park  
 Valley Center, Kansas 67147

**7.4 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, nor is it intended or shall it be used so as to circumvent Contractor's protections afforded it under the Kansas Tort Claims Act.

**7.5 Liability Insurance.** Contractor agrees to maintain the following minimum limits of insurance coverage throughout the term of this Agreement:

<b>Worker's Compensation</b> Applicable State Statutory Employer's Liability	
<b>Employer's Liability Insurance:</b>	\$100,000.00
<b>Contractor's Liability Insurance:</b> Form of insurance shall be by a Comprehensive General Liability and Comprehensive Automobile Liability	
<b>Bodily Injury:</b> Each occurrence Aggregate	
	\$500,000.00
	\$500,000.00
<b>Property Damage:</b> Each occurrence Aggregate	
	\$500,000.00
	\$500,000.00
<b>Personal Injury:</b> Each person aggregate General aggregate	
	\$500,000.00
	\$500,000.00
<b>Automobile Liability – Owned, Non-Owned, and Hired:</b> Bodily injury each person Bodily injury each occurrence	
	\$500,000.00
	\$500,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A- and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

**7.6 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.

**7.7 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.

**7.8 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.

**7.9 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.

**7.10 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.

**7.11 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.

**7.12 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.

**7.13 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 Mandatory Contractual Provisions Attachment
- b. Written modifications and addenda to the executed Agreement
- c. This Agreement document

**7.14 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.

**7.15 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.

**7.16 Confidentiality.** Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

**7.17 Required Certifications.** If Contractor is organized as a business entity of any sort, it shall furnish evidence of good standing in the form of a certificate signed by the Kansas Secretary of State. If Contractor is not officially organized in Kansas, it shall furnish evidence of authority to transact business in Kansas in

the form of a certificate signed by the Kansas Secretary of State. The applicable certificate shall be provided to County on or before execution of this Agreement.

**7.18 Certificate of Tax Clearance.** Annually, Contractor shall provide County with a certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes. The statement of tax clearance must be provided before contract renewal/initiation and be dated no more than thirty (30) days prior to beginning date of the contract term.

**7.19 Open Meetings.** By accepting funding from County, Contractor agrees that all administrative meetings at which the management or distribution of such funding is a topic will be open to County officials and/or employees.

**7.20 Publicity.** Contractor shall not publicize in any manner whatsoever its participation in this Agreement, or the program services provided hereunder, without prior written consent of the County. County's support of program services shall be conspicuously acknowledged in all publicity releases.

**7.21 Signs/Decals.** Contractor agrees to allow County, upon County's request, to place signs and/or decals on Contractor's premises, the precise location of which shall be agreed upon by both parties. Such signs and/or decals shall state "A portion of the funding for this program is provided by the Board of Sedgwick County Commissioners."

**7.22 Publication of Contract Results.** If this Agreement results in a book or other material that may be copyrighted, the author is free to copyright the work. However, County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all such copyrighted material and all material which can be copyrighted.

**7.23 Documentation of Originality or Source.** All published and/or written reports submitted under this Agreement, or in conjunction with any thirty-party agreements hereunder, will be originally developed material unless specifically provided for otherwise. Material not originally developed that is included in published material and/or written reports shall identify the source in either the body of the publication and/or written report or in a footnote, regardless of whether the material is use verbatim or in an extensive paraphrase format. All published material and written reports shall give notice that funds were provided by a grant from Sedgwick County.

**7.24 Drug Free Work Place Act of 1988 (49 CFR Part 32).** Contractor is required to provide a drug-free workplace and comply with the Drug Free Work Place Act of 1988 as prescribed in 49 CFR Part 32.

**7.25 Incorporation of Documents.** Exhibit A (Sedgwick County Mandatory Contractual Provisions Attachment), Exhibit B (Sedgwick County Mandatory Independent Contractor Addendum), and Exhibit C (Program Goals and Objectives) are attached hereto and are made a part hereof as if fully set forth herein.

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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Peter F. Meitzner, Chairman  
Commissioner, First District

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Mayor

APPROVED AS TO FORM ONLY:

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Adrienn F. Clark  
Assistant County Counselor

ATTESTED TO:

---

Kelly B. Arnold  
County Clerk

**EXHIBIT A**  
**SEDWICK 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; © 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.

**[remainder of page intentionally left blank]**

**EXHIBIT 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.

**EXHIBIT C**  
**PROGRAM GOALS AND OBJECTIVES**

A Senior Center is a community focal point where eligible participants come together for services and activities, which enhance the dignity, support the independence, and encourage the involvement of eligible participants in and with the community. As part of a comprehensive community strategy to meet the needs of eligible participants, Senior Center programs take place within and emanate from a facility. The senior center will be open four (4) to six (6) hours per day, five (5) days per week.

**GOALS.**

1. The Center will be required to provide assistance in fulfilling the social, educational, recreational, physical and emotional needs of eligible participants through the development, planning, and coordination of activities.
2. The Center will be required to provide information and assistance to eligible participants regarding services including, but not limited to:
  - a. Adult Day Services
  - b. Case Management
  - c. Chore/Minor Home Repair
  - d. Commodities
  - e. Employment
  - f. Forms Assistance - Entitlement/Social Security/Medicaid
  - g. Housing Assistance/Referrals/Matches
  - h. In-home Services – Respite/Homemaker/Attendant Care including: Program literature, resources from the director
  - i. Legal Assistance
  - j. Nutrition - Congregate/Homebound
  - k. Shopping and Errand Assistance
  - l. Support Groups
  - m. Translation/Interpretation
  - n. Transportation
  - o. Wellness Screenings
3. The Center will be required to provide coordinated comprehensive and appealing programs in the area of social participation and education as outlined in the *Baseline*, *Special Events/Projects* and *Education* sections.
  - a. The Center shall work to mobilize interest, skills and abilities of Center participants in order for them to assist other elders within the community.
  - b. The Center shall serve as a catalyst in bringing Center participants together with services that will meet their various needs.

## OBJECTIVES.

The Senior Center is a meeting and gathering point designed to give eligible participants a place for fellowship, a place to experience a sense of belonging, and a place to obtain information to enrich their lives. Eligible participants should be given the opportunity to plan, or assist in the planning, of Center activities. They should also be encouraged by the Center to become involved in community activities.

The senior center will be required to provide the following:

- 1) *BASELINE ACTIVITIES*, which shall be selected from a list, which is standard for all Centers. Baseline activities are Center activities that occur on a regular basis (daily, weekly, monthly, and/or quarterly). Baseline activities are to be specified through a description with projected outcomes (i.e. average number of participants). The Center will be required to provide a minimum of seven (7) Baseline activities from the following:
  - a) Crafts
  - b) Exercise
  - c) Games
  - d) Potluck/Meals (not including congregate meals)
  - e) Social/Support Groups
- 2) *SPECIAL EVENTS/PROJECTS* are activities, which require the planning, and/or coordination of the Center director. These activities are to be specified through a description with projected outcomes. The center will be required to provide a minimum of ten (10) Special Events/Projects per year. Examples include:
  - a) Community Charities
  - b) Fundraising
  - c) Intergenerational Programs
  - d) Dinner Events with Programs
  - e) Musical Events
- 3) *EDUCATIONAL* activities are those, which require the planning and/or coordination of the Center director. These activities are to be specified through a description with projected outcomes. The Center will be required to provide a minimum of thirty-five (35) Educational activities per year. At least eight of the 35 activities must include a program on each of the following programs: an evidence-based program (programs rated on Administration for Community Living Administration on Aging's Older American's Act Title IID highest level evidence-based health promotion\disease prevention programs), caregiver, mental health, health promotion/disease prevention, fall prevention, medication management, elder abuse and a program on public benefits. Examples of other activities include:
  - a) Community Education

- b) Education Services
- c) Health Presentations/Workshops
- d) Advocacy Opportunities
- e) Retirement Planning
- f) Volunteer Services and Opportunities
- g) Educational Tours and Cultural Enrichment

4) The Center will employ at least a half time director to plan, coordinate, and schedule activities. As part of the Director's regular job duties the Center director is expected to:

- a) Create/Provide an entry point for aging services.
- b) Be informed on aging services available within the community.
- c) Schedule activities, presentations, and events; Develop and set-up programs; link with the community, other Centers, and participants to create opportunities for the Center, including:
  - \* Advocacy
  - \* Counseling
  - \* Information and Assistance on services, which includes those, listed in section 2.A.2) (also includes program literature and resources).
  - \* Outreach, which must include contact with someone to assist in service connection (home visits, telephone, etc.).
- d) Provide the specified number of activities for each category.
- e) Work to increase Center membership, and membership participation in activities, and submit an annual measurement of Center membership growth.
- f) In an effort to expand services and activities and be a focal point in your community; work to strengthen your volunteer base by recruiting at least two percent (2%) of your membership to serve as volunteers to serve other members in need including temporary assistance in home, yard work, carpooling, bookkeeping, a calling tree, Medicare counseling, etc. By doing this volunteers could sign up with the Sedgwick County Department of Aging & Disabilities Volunteer Program to receive the benefits through this program. Benefits include: accidental medical, volunteer liability and auto liability insurance; background checks; support; recognition events; and monthly newsletter.
- g) Require participation by a Center representative in the four (4) Senior Summit meetings which will be held to focus on objectives, review program updates and changes in aging services, share working models and strategically plan a common vision for Sedgwick County's Senior Center network. Arrangements need to be coordinated with the Program Manager to excuse absences, which may be made up by attending a monthly Aging Network meeting.

- h) Maintain the MySeniorCenter database to track membership, attendance, activities, reports and any other information related to the program requirements.
- i) Require senior center staff or a volunteer to be SHICK trained and provide SHICK counseling to senior center participants as needed

5) The Center will have adequate space for the following:

- a) Social and companionship activities; and
- b) Separate privacy area for the purpose of counseling or meetings.

6) A Center should work to recruit volunteers to expand the services and activities with an emphasis on additional Center "Goals and Objectives" which expand Center programs and roles in the community.

7) A Center should expend the funds as outlined in the budget to accomplish the goals of the program.

**NOTE: ANY ACTIVITY THAT IS INTRODUCED AS A NEW ACTIVITY WILL BE COUNTED AS A NEW ACTIVITY. WHEN THAT ACTIVITY BECOMES A REGULAR ACTIVITY, IT THEN WILL BECOME A PART OF THE BASELINE CATEGORY.**

SEDGWICK COUNTY DEPARTMENT OF AGING & DISABILITIES WILL OFFER TECHNICAL ASSISTANCE TO SENIOR CENTERS UPON REQUEST IN AN EFFORT TO MAXIMIZE EACH CENTER'S POTENTIAL FOR IMPLEMENTING SUCCESSFUL NEW PROGRAMS.

**OUTCOMES:**

1. Seventy-five percent (75%) of participants will express that through their involvement with the senior center they have increased their level of activity and increased or changed their knowledge, skills or behavior.

**SPECIFIC SENIOR CENTER GOALS, OBJECTIVES & OUTCOMES**

**Goal:**

Continue to expand activities and services that benefit the interest and needs of older adults.

Increase awareness around senior centers and the role they play in the lives of older adults 55 and older

**Objective:**

Provide at least 3 new activities each quarter to increase social group interactions among 20 unduplicated seniors.

Promote in at least 4 new media platforms during the quarter to increase awareness of the center and increase membership by 50 new unduplicated seniors.

Outcome:

Eighty percent (80%) of the participants will express enjoyment of activities and increase their number of visits to the center.

Ninety percent (90%) of the participants will knowledge the marketing information they received about the center encouraged them to participate.

## **STAFF REPORTS**

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

## **GOVERNING BODY REPORTS**

- A. Mayor Truman**
- 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**